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Phone: 07974 351983

Email: info@aztechsoundlight.co.uk

www.aztechsound.co.uk

Email: aztechsoundlight@outlook.com

The estimated value for insurance purposes - £ _____

*** This values is an estimation. The replacement cost may be higher.***

The Agreement between the Owner and the Hirer is subject to the Owner's Terms and Conditions of Hire. The Hirer, by signing the Schedule, acknowledges that he has read and accepts the Owner's Terms and Conditions of Hire and all other information appearing in the schedule.

Signed **Printed Name.....** **Date**

1. "The Owner": Aztech Sound , Unit 1D Douglas Court ,Dundee , DD1 5BY
2. "The Hirer": The person/Company named in the Schedule as Hirer.

The Owner specifically draws the Hirer's attention to the following provisions:-

- 1) Under clause 7, the Hirer is obliged to arrange All Risks Insurance cover for the Equipment and all equivalent losses the Owner may suffer for the entire period.
- 2) Under clause 3, the hire commences when the Equipment leaves the Owner's premises and only comes to an end upon the equipment being returned or picked up and in good condition.
- 3) Charges commence on and include the day the Hirer receives the equipment. Charges cease on and include the day the owner collects or the Hirer returns the Equipment.
- 4) Regarding dry hired equipment, it is the responsibility of the Hirer to return or make available for collection the Equipment during the working hours of the Hirer.
- 5) The Equipment or service shall not be dispatched until this agreement has been completed and the signed agreement has been received by the Owner at his offices or by email at: info@aztechsound.co.uk.

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1 Interpretation

In these conditions except where the context otherwise requires the following expressions shall have the following respective meanings:-

"Commencement Date" means the date on which the Equipment is dispatched by the Owner or made available for collection by the Hirer or its agents.

"Equipment" means the equipment described in the Schedule hereto along with any accessories and protective case supplied and each and every component, cable for it and all replacements renewals of additions to and substitutions for the Equipment from time to time made.

"Hire Period" or "End date" means the period of hire commencing on the Commencement Date and specified in the Schedule hereto and the Return date.

"Location" means the site designated in the Schedule hereto as the location at which the Equipment will be installed or used. "Rentals" means the rentals, and any transportation charges, specified in the Schedule hereto for the Hire Period and if such period exceeds the period specified in the Schedule, shall be calculated at the pro rata rate for the Hire period.

"Return Date" means the date when the Equipment is received (collected) back at the Owner's premises in good & satisfactory working condition & in accordance with the Hirer's obligations under the terms of this Agreement or, if the Equipment has been damaged whilst in the possession of the Hirer, when all necessary repairs to the Equipment have been completed.

"Long Term Hire" means a Hire with particular additional conditions described hereafter.

2 Hire

- 2.1 The Owner hereby hires to the Hirer for the Hire Period and at the Rentals upon the terms and subject to the conditions hereinafter appearing.
- 2.2 If Equipment is returned to the Owner during the Hire for reasons of repair, calibration, etc then the Owner will substitute the Equipment with a suitable replacement whilst the repair, calibration, etc is undertaken. The Hirer agrees to pay for shipping charges and will be invoiced separately.
- 2.3 The Hirer agrees to pay for any costs of repair, etc that are incurred by the Owner and that are not covered by an applicable Equipment Warranty. These costs will be invoiced separately.
- 2.4 The Hirer agrees to insure the Equipment in accordance with Clause 7 of this agreement.
- 2.5 A Long Term Hire has the following additional conditions, superseding other conditions, if a conflict occurs:
 - 2.5.1 The Period for a Long Term Hire is any period longer than 1 month;
 - 2.5.2 Rentals are calculated for a monthly period;
 - 2.5.3 An initial payment to the value of two (2) monthly periods is made at the time the Hire is agreed. The remaining payments are made monthly as invoiced.

3 Commencement of Hire and Delivery

- 3.1 The hiring of the Equipment will commence on the Commencement Date.
- 3.2 The Owner will use all reasonable endeavors to have the Equipment available for delivery or collection on the date specified in the Schedule hereto but the Owner shall not incur any liability whatsoever in the event of delay.

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- 3.3 The Hirer acknowledges that the Owner relies on the Hirer to examine and inspect the Equipment immediately after delivery and to ensure that it is of merchantable quality and fit for the Hirer's purpose. The Hirer will inform the Owner within 24 hours of delivery if the Hirer is not entirely satisfied with the Equipment.

4 Hire Cancellation

- 4.1 For standard hires a cancellation charge equivalent to one (1) day rentals may be levied if a Hirer cancels a hire after the hire agreement has been signed and returned to the Owner.
- 4.4 Once the Hirer has received the Equipment the hire cannot be cancelled.
- 4.5 It is not possible to cancel a Long Term Hire.

5 Rentals

- 5.1 The Hirer will pay to the Owner within 7 days of the invoice date the Rentals. Time shall be of the essence in respect of the payment of all sums due hereunder and the Hirer shall be deemed to have repudiated this agreement if any Rental or other payments shall remain unpaid for more than 14 days after becoming due.
- 5.2 All payments due hereunder (if not made by direct debit or banker's order) shall be made to the Owner at its address stated herein or at such other address as the Owner may from time to time communicate to the Hirer. Any payments sent by post shall be so sent at the risk of the Hirer.
- 5.3 The Hirer shall pay interest on a day-to-day basis and compounded quarterly at the rate of 3% per annum above the National Westminster Bank plc base rate for the time being on all amounts overdue until payment thereof and the rights of the Owner hereunder shall not in any way be affected by any time or other indulgence that the Owner may grant to the Hirer.
- 5.4 Rentals are charged from, and including, the day the Hirer receives the Equipment. If the Hirer, or Hirer's carrier, collects the Equipment, then the Hirer is deemed to have received the equipment, hence Rentals are charged from the day of collection.
- 5.5 Rentals cease being charged on, and including, the day the Owner receives the Equipment from the Hirer, at the Owner's offices, in good working condition. If the Owner's carrier is used then the day of collection is deemed to be the last day of hire, assuming the equipment is in good working order.
- 5.6 Rentals are subject to a minimum hire charge of 4 days.

6 Hirer's Obligations

- 6.1 The Hirer undertakes and agrees:
 - 6.1.1 To Pay for Hire - to pay Rentals & other sums due under this Agreement & in accordance with the provisions of this Agreement;
 - 6.1.2 Care of the Equipment - to take all reasonable and proper care of the Equipment and keep the same in good and serviceable condition (reasonable fair wear and tear excepted) and to indemnify the Owner against loss of or damage to the Equipment howsoever caused;
 - 6.1.3 All cabling to be returned in a professional correctly coiled condition. Cables damaged by misuse will be charged to the hirer at FULL replacement cost.
 - 6.1.4 Safety - to take such further steps as may be properly recommended by the manufacturer or may otherwise be necessary to ensure that the Equipment will be safe and without risks to health and safety when properly used by the Hirer or authorised users;
 - 6.1.5 Health and Safety at Work etc. Act 1974 - (to the extent relevant) forthwith to comply in all respects with the requirements of any improvement or prohibition notice served on the Owner in respect of or relating to the use of the Equipment under the Health and Safety at Work etc. Act 1974 or any statutory modification or re-enactment for the time being thereof

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(except only insofar as the effect of the notice is suspended on the making of an appeal against the same in accordance with the provisions of that Act);

- 6.1.6 Operation of Equipment - only to operate the Equipment and to permit the Equipment to be operated in a skillful and proper manner and by persons who are competent to operate such goods;
- 6.1.7 Alterations - not to make or cause or permit to be made any alteration amendment modification or addition to the Equipment nor (without prejudice to the generality of the foregoing) fix any label to or mark (whether by indelible or removable marker) the Equipment without the Owner's prior consent in writing and that any such alteration or modification of whatsoever kind shall belong to and become the property of the Owner and part of the Equipment;
- 6.1.8 Storage - to keep the Equipment suitably housed and in particular to keep the Equipment in conformity with any statutory requirements from time to time applicable thereto;
- 6.1.9 Access - to permit the Owner and any persons duly authorised by the Owner to enter the Location so as to inspect and/or repair the Equipment;
- 6.1.10 Distress - not by any act or default to render the Equipment liable to any distress execution or other legal process or suffer the appointment or the presentation of a petition for the appointment of an Administrator under the provisions of Part II of the Insolvency Act 1986;
- 6.1.11 Usage - not to use or permit the Equipment to be used in contravention of any statutory provision or regulation or in any way contrary to law or for any purpose for which the Equipment is not designed or reasonably suitable;
- 6.1.12 Removal of Equipment - not to remove the Equipment from the Location and to notify the Owner in writing of any change in the Hirer's address and upon the request of the Owner to inform the Owner in writing of the whereabouts of the Equipment;
- 6.1.13 Asset Stickers - if requested by the Owner to affix or cause to be affixed to the Equipment or any separate part or parts thereof requested by the Owner plates or other forms of marking indicating in terms approved by the Owner that the Equipment is the property of the Owner and is on hire to the Hirer. The Hirer shall ensure that such asset stickers remain so affixed and that the same are conspicuous and are at no time removed obliterated defaced or covered up;
- 6.1.14 Ownership - that the Equipment shall remain the property of the Owner (notwithstanding that it may have become affixed or attached to any land or building) and that the Hirer shall have no right or interest therein otherwise than as lessee and shall at no time do or permit to be done any act or thing which might prejudice or jeopardise the rights of the Owner in and to the Equipment.
- 6.1.15 Return of Equipment - to ensure all Equipment is suitably packaged for return to the Owner. The Hirer is responsible for all loss or damage to the Equipment caused by unsuitable packaging whilst being returned to the Owner.
- 6.2 The Hirer hereby expressly further warrants and represents to the Owner that:
 - 6.2.1 The Hirer has entered into this Agreement in the course of and for the purpose of the business or profession carried on by the Hirer and that the Hirer is accordingly not to be treated as a 'consumer' within the meaning of the Unfair Contract Terms Act 1977;
 - 6.2.2 The Hirer has selected the Equipment as suitable for its purpose.

7 Insurance

- 7.1 The Hirer shall throughout the Hire Period or (if longer) for so long as the Equipment remains in its possession or under its control (without prejudice to any liability of the Hirer to the Owner) at its own expense insure the Equipment against all loss or damage and also against all risks of third party

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liability arising out of the ownership presence or use of the Equipment in an amount equal to whichever is the greater of:

- 7.1.1 The full new replacement value of the Equipment; and
- 7.1.2 The amount from time to time payable on termination of the hiring of the Equipment calculated in accordance with the provisions of clause 9.2.3 below.
- 7.2 The Hirer is not required to insure the Equipment whilst the Equipment is in the possession of the Owner's carrier. The Hirer is responsible for the correct completion and authorisation of transfer documentation when the Hirer receives or releases the Equipment from or to the Owner's carrier.
- 7.3 In the event of any loss of or damage to all or any part of the Equipment the Hirer shall give immediate notice to the Owner and shall make or assist in the making of any appropriate claim or claims under the said insurance policy in such manner as the Owner shall require and shall not in any manner settle or compromise any such claim without the prior written request of the Owner.
- 7.4 The Hirer shall promptly reinstate or repair at its own expense Equipment which has not become a total loss or a constructive total loss and shall continue to pay the Rentals in respect of such Equipment during such reinstatement or repair. All insurance monies received in respect of any such loss shall be applied firstly in or towards payment to the Owner of any amounts for the time being due and outstanding from the Hirer to the Owner hereunder and secondly in or towards reimbursing the Hirer for the costs of such reinstatement or repairs.
- 7.5 In the event that any item of the Equipment ('the Destroyed Equipment') shall become a total loss or a constructive total loss (whether as a result of its being lost destroyed damaged beyond repair confiscated or otherwise) the Hirer shall pay to the Owner upon demand an amount equal to the aggregate of:
 - 7.5.1 all payments of the Rentals and all other monies then due or in arrears under this agreement in respect of or attributable to the Destroyed Equipment together with interest thereon at the Default Rate as provided for in clause 5.3; and
 - 7.5.2 all other sums and amounts due hereunder in respect of the Destroyed Equipment in question including a sum equal to that payable under clause 9.2.3 below in respect of the termination of the hiring of the Destroyed EquipmentWithout prejudice to the provisions of clauses 7.4 and 7.5 the Hirer shall be solely responsible for and indemnify the Owner in respect of all loss or damage to the Equipment (insofar as the Owner shall not be reimbursed by the proceeds of insurance in respect thereof) however caused occurring at any time or time before physical possession of the Equipment is retaken by the Owner.

8 Owner's Obligations

The Owner undertakes and agrees:

- 8.1 Without prejudice to the provisions of clause 7 that prior to the delivery of the Equipment to carry out all periodical and other maintenance requirements in respect of the Equipment; and
- 8.2 in the event that during the Hire Period any item of the Equipment is unusable to use its best endeavors to make an identical or similar replacement item available for collection by the Hirer, provided, always, that such replacement service will only be provided in the mainland of the United Kingdom and upon receipt by the Owner of the defective item of Equipment.

9 Termination

- 9.1 If and (as relevant) on each or any occasion on which:
 - 9.1.1 the Hirer shall:

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- 9.1.1.1 (being an individual) die or suffer an interim order (within the meaning of the Insolvency Act 1986) to be made against him or enter into a voluntary arrangement or suffer the making of a statutory demand or the presentation of a petition for a bankruptcy order or make any arrangement or composition with his creditors; or
 - 9.1.1.2 (being a limited company) enter into compulsory liquidation or voluntary liquidation (not being a voluntary liquidation for the purpose of reconstruction or amalgamation only the terms of which have previously been approved by the Owner in writing); or
 - 9.1.1.3 have a receiver or receiver and manager, or administrator appointed to any part of its assets; or
 - 9.1.1.4 have any distress for rent or other seizure under execution or other legal process made in respect of its or his estate or assets;
 - 9.1.2 the Hirer shall fail to pay any rental or other sums payable under this agreement in full within 14 days after the same shall have become due;
 - 9.1.3 the Hirer shall commit a breach of any of the other terms or conditions of this agreement and (if capable of being remedied) shall fail to remedy such breach within 7 days after notice in writing from the Owner requiring the same;
 - 9.1.4 the Hirer shall do or cause to be done or permit or suffer any act or thing whereby the Owner's rights in the Equipment are prejudiced or put in jeopardy; then the Hirer shall be deemed to have repudiated this Agreement and the Owner may thereupon or at any time within 3 months after becoming aware of the same accept that repudiation and (without prejudice to any other rights hereunder or any pre-existing liability of the Hirer to the Owner and notwithstanding any subsequent acceptance by the Owner of any Rentals) serve written notice on the Hirer terminating this Agreement forthwith and for all purposes and thereafter the Hirer shall no longer be in possession of the Equipment with the consent of the Owner and all (if any) guarantees, conditions and warranties assigned to the Hirer in consequence of the operation of clause 10.1 shall automatically be reassigned to the Owner.
- 9.2 Upon the termination of the hiring of any of the Equipment whether under clause 9.1 above or otherwise the Hirer will:
- 9.2.1 at the Hirer's expense disconnect return or re-deliver such Equipment to the Owner at such place in Great Britain as may be appointed by the Owner in good working order and condition (reasonable fair wear and tear only excepted) and so that if the Hirer shall fail to return or re-deliver such Equipment within a reasonable time of being requested so to do by the Owner the Owner may forthwith and without any notice retake possession of such Equipment and for this purpose shall be entitled freely to enter into and upon any premises occupied by or under the control of the Hirer;
 - 9.2.2 be solely responsible for ensuring the safe-keeping supervision and custody of the Equipment until it is returned to or repossessed by the Owner;
 - 9.2.3 without prejudice to the Owner's rights to claim damages, become immediately liable to pay to the Owner an amount comprising the aggregate of:
 - 9.2.3.1 all arrears of rental and other monies accrued due and unpaid under the terms of this Agreement together with interest thereon on the basis specified in clause 5.3 of this Agreement;
 - 9.2.3.2 any costs and expenses incurred by the Owner in locating, repossessing, recovering or restoring the Equipment or collecting any payments due under this Agreement

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or otherwise in obtaining the due performance of the obligations of the Hirer under this Agreement;

- 9.2.3.3 the aggregate of all rental that would have been payable during the unexpired term of the Hire Period adjusted by such amount as the Owner shall conclusively certify is necessary, taking account of the early receipt of such sum and the tax liability of the Owner thereon on the date on which it is received, to yield to the Owner the same after-tax rate of return (calculated on the same basis as under clause 5.3 above) as it would have received if the hiring of the Equipment had not been determined; and
- 9.2.3.4 all and any other sums due under this Master Agreement.

10 Return of Equipment

- 10.1 Upon expiry of the Hire Period the Hirer shall at its own risk return the Equipment to the Owner or as it may direct unencumbered and in good repair and condition (fair wear and tear excepted).
- 10.2 The Hirer shall be solely responsible for the costs of disconnection removal and transport of the Equipment.

11 Indemnity

The Hirer hereby agrees with and undertakes to the Owner that (whether or not the hiring constituted by this Agreement shall have determined) it will indemnify the Owner and keep it at all times fully and effectually indemnified from and against all actions, claims, demands, proceedings (in each case whether civil or criminal), costs, expenses, losses or liabilities of whatsoever nature which may be made or brought against or suffered or incurred by the Owner by reason of any loss, injury, death or damage caused or alleged to be caused to any person or property by or arising or alleged to arise directly or indirectly out of the design, manufacture, control, operation, use, removal, maintenance, repair or hiring of the Equipment howsoever arising and regardless of the time when the same shall arise or shall be alleged to arise and whether or not the Equipment is in the possession or control of the Hirer and against all costs charges and expenses of and incidental thereto provided that nothing herein shall impose any obligation on the Hirer to indemnify the Owner against any liability arising in respect of death or personal injury resulting from the negligence of the Owner or its employees or agents.

12 Ownership

- 12.1 The Equipment shall at all times remain the property of the Owner and the Hirer shall have no rights to the Equipment other than as hirer and the Hirer shall not do or permit or cause to be done any matter or thing whereby the rights of the Owner in respect of the Equipment are or may be prejudicially affected.
- 12.2 The Owner may without the consent of the Hirer assign transfer to or otherwise vest the property in the Equipment in any third party.

13 General

- 13.1 Assignment by owner - the Owner may assign or charge this Agreement or its rights hereunder to any person provided that (for so long as the Hirer is not in breach) any such assignment or charge will not affect the Hirer's right to quiet possession and enjoyment of the Equipment.
- 13.2 Headings - the insertion of headings in this Agreement is for convenience of reference only and shall not affect the interpretation thereof.
- 13.3 Notices - all notices or other communications hereunder to any party hereto shall be in writing & shall be deemed to be duly given or made when delivered (in the case of personal delivery or letter) & when dispatched (in the case of telex facsimile copy or cable) to such party addressed to it at its

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address or telex, number (if any) specified at the beginning of this Agreement or at such address as such party may hereafter specify for such purpose to the other by notice in writing. A written notice includes a notice by telex, facsimile copy or cable. A notice or other communication received on a day other than a business day or on a business day but after business hours in the place of receipt shall be deemed to be served on the next business day in such place.

- 13.4 Law and Jurisdiction - this Agreement shall be governed by and construed in all respects in accordance with the laws of Scotland (UK) to the non-exclusive jurisdiction of whose Courts the Hirer shall be deemed (to the extent necessary) irrevocably to have submitted.

Aztech Sound Terms and Conditions of Hire