

# Terms and Conditions of Dry Hire

## Definition of terms

The Quote	The written equipment list confirming duration of hire and cost, agreed prior to commencement of the contract.
The Company	Aura Event Services Ltd, Herne Bay, Kent
The Hirer	The person, company or group who is named on the rental agreement / invoice
The Contract	Agreement entered into between The Company and The Hirer
The Equipment	All equipment provided by The Company including accessories and flight cases.
Hire	The equipment specified by the hirer and the duration for which it is in their possession.

## The Contract

- 1.1 Any verbal Hire quote will be confirmed in writing to The Hirer, providing the total cost for the agreed Hire.
- 1.2 The Hire is not confirmed until written acceptance of The Quote is received back from The Hirer. Once this is received, The Contract is entered into between The Hirer and The Company.
- 1.3 In the absence of a written quotation and/or confirmation, The Contract shall be entered into once a hire sheet is signed by The Hirer or their representative.
- 1.4 Upon entering into The Contract, The Hirer agrees to abide and be governed by these terms and conditions.

## The Equipment

- 2.1 Where possible, the equipment provided will be as detailed in the quotation. Where a substitute is necessary, it will be for equipment of the same or better specification.
- 2.2 The Equipment will be provided in full working order, as detailed on the hire sheet and in good physical condition. Any discrepancies or faults must be reported within 5 hours of receipt of The Equipment on a 24 hour or less Hire, or within 24 hours of receipt on a longer Hire.
- 2.3 The Equipment remains the property of The Company at all times.
- 2.4 The Hirer during the continuance will not sell or offer for sale, assign, mortgage, pledge, underlet, lend or otherwise deal with The Equipment or any parts thereof in a manner prejudicial to rights of The Company, but will keep The Equipment in its possession and will not remove the same or any part or parts thereof from the place where the equipment is for the time being without the previous consent of The Company and will duly and punctually pay all rents, rates, taxes, charges and impositions payable in respect thereof on demand and will protect the same against distress, execution or seizure and indemnify The Company against all losses, costs, charges, damages and expenses incurred by it by reason or in respect thereof.

## The Hirers Responsibility

- 3.1 The Hirer is responsible for arranging suitable insurance cover against loss or damage to The Equipment for the Hire, and should ensure that this includes cover whilst in transit where applicable.
- 3.2 The safety, security and condition of The Equipment will be the responsibility of The Hirer for the full duration of Hire until it is back in possession of The Company and until that time, The Hirer shall be liable for any loss, theft or damage to The Equipment.
- 3.3 The Hirer will be required to pay the total repair costs, or full cost for a new replacement (including any relevant taxes) where liability is found in clause 3.2. The Hirer will also be liable for the total hire charge up to the date payment in full is made.
- 3.4 The Hirer is responsible for returning all equipment stored in the manner in which it was received and in clean condition. All cables should be coiled and taped with appropriate tape, in the same manner as they were received.
- 3.5 All equipment is to be used in conditions that are deemed acceptable for normal operation. Failure to comply with this will increase the risk of damage to The Equipment, which will then leave The Hirer liable for the repair or replacement costs as details in clause 3.2.

## Collection By The Hirer

- 4.1 The Equipment is to be collected by The Hirer at an agreed time, unless delivery has been previously agreed and detailed in the Quote.
- 4.2 Should delivery be required, The Company shall, in discussion with The Hirer, agree a mutually acceptable time and place. The Company will make every effort to meet this time schedule, however, The Company will accept no liability for a delay caused, however this may have occurred.

4.3 Receipt of The Equipment, whether collected or delivered, is to be made by The Hirer, or a previously appointed representative as detailed in writing to The Company, acting on behalf of The Hirer.

4.4 The recipient of The Equipment will be required to provide two proofs of identification. One must be photographic (e.g. Driving Licence / Passport), and the second must have proof of address (e.g. Utility bill).

## Return Of The Equipment

- 5.1 Unless collection of The Equipment by The Company is arranged, it is the responsibility of The Hirer to return The Equipment to The Company by the end of the Hire.
- 5.2 Any period of hire beyond that previously agreed by The Company will be charged at full day rate for each new 24 hour hire period entered into.
- 5.3 Where a deposit was made on receipt of The Equipment, this shall be refunded, without interest, once The Company has received all The Equipment detailed on the hire sheet / invoice and, following inspection and testing by The Company, is found to be in acceptable condition and in full working order.

## Payment

- 6.1 Full payment for the agreed Hire, including any delivery fees or other fees added as agreed, is to be made prior to receipt of The Equipment by The Hirer, unless previously agreed by The Company.
- 6.2 Where payment following the Hire is agreed, payment is due to be received by The Company within 30 days of the invoice being issued, unless otherwise stated on the invoice.
- 6.3 A deposit (where required) shall be payable to The Company prior to receipt of The Equipment by The Hirer.
- 6.4 In the event of a debt collection agency being appointed to recover money owing to The Company, The Hirer will become liable for all fees.

## Liability Of The Company

- 7.1 In the event of equipment being found to be faulty, or becoming faulty during use, the liability of The Company will be limited to replacement or repair of the faulty equipment at no additional charge to The Hirer, except where it is believed the fault or damage has occurred from misuse of The Equipment.
- 7.2 The Company shall not, in any circumstances, be liable to The Hirer or any third party for a claim that arises from the use or misuse of The Equipment.
- 7.3 In the event of The Equipment, or any part thereof being confiscated by the Police or any other body, The Company shall not be liable for any costs incurred recovering The Equipment.

## Terminating The Contract

- 8.1 The Company shall be entitled to terminate the contact at any time, should a breach of the terms and conditions occur.
- 8.2 Where the agreement is terminated, The Company reserve authorisation to enter into the premises where The Equipment is believed to be located, in order to regain it into their possession.
- 8.3 Should the agreement be ended prematurely due to a breach of terms and conditions on the part of The Hirer, the rights of The Company to recover all costs owing to them as part of The Contract are maintained.
- 8.4 Should the hirer terminate the contract prior to receipt of The Equipment, The Company reserves the right to charge a percentage of the total Hire shown on the Quote as follows:

<u>Period Before Hire Commences</u>	<u>Percentage of Hire charge due</u>
7-14 days	10%
3-6 days	25%
24-48 hours	50%
Less than 24 hours	85%

## Changes To These Terms And Conditions

- 9.1 The Company reserve the right to update or amend these terms and conditions where and when deemed necessary.

## Governing Law

10.1 The Contract and these terms and conditions are governed by and construed in accordance with the laws of Great Britain, and any disputes relating to these shall be subject to the exclusive jurisdiction of the courts of England.