

Stage and Studio Services Limited

Hire Agreement Terms and Conditions

1 The Hirer Shall :-

- (a) Be responsible for fully insuring all goods for the full period of hire, including all third party risks and produce evidence of insurance to Stage and Studio Services Ltd prior to collection of the hired equipment.
- (i) The hirer must indemnify Stage and Studio Services Ltd in the event of any damage or loss to any equipment howsoever caused.
- (ii) Should the equipment, or any part of it, not be returned at the end of the agreed period of hire, the hirer will continue to be responsible for insuring and caring for any item of non- returned equipment until it is returned in full to Stage and Studio Services Ltd.
- (iii) At the point of collection or delivery of equipment, the hirer takes full responsibility for the security and care of the hired equipment and whereby the period of hire covers days and nights, whether in use or not, the hirer shall take every precaution to ensure the safe storage, care and security of the equipment. On request, the hirer shall provide to Stage and Studio Services Ltd, written evidence of the hirer's security management plan. Should any loss or damage occur howsoever caused, the hirer will be fully responsible for the replacement or damage costs.
- (b) Pay the said hire rate in accordance with the terms agreed and provide a cash deposit and/or sureties and identification as agreed.
- (i) The lender may, should the lender choose to do so, charge a reasonable deposit for the equipment you hire. We will keep the deposit until the end of the equipment hire but the deposit will be returned to you if the equipment is returned in the same condition as it was hired to you (fair wear and tear accepted). However, when we repay the deposit we will be allowed to deduct from it any money you owe to us.
- (ii) The lender may, should the equipment or any part of it, not be returned by the agreed return date, continue to charge the hirer until the equipment is returned in full.
- (iii) The hirer shall, if requested, pay Stage and Studio Services Ltd in full prior to installation or hire.
- (iv) Should the hirer fail to pay the invoice in accordance with agreed terms, Stage and Studio Services Ltd may apply administration fees and daily late payment interest charges in line with Government Guidelines.
- (c) Use the goods only for the purpose for which they are designed.
- (i) The hirer must not use (or permit the use of) the equipment of any purpose beyond its capacity or in a manner likely to result in excessive wear.
- (ii) The hirer must not make any alterations or modifications to the equipment.
- (iii) The hirer must not remove, deface or cover up any nameplates or identification marks or numbers on the equipment, nor put any mark on the equipment which might indicate or suggest that the equipment belongs to you.
- (iv) You must allow us to have access to the equipment hired at any reasonable time to inspect, test, adjust, repair, or replace the equipment as necessary.
- (d) Maintain the goods in the same working condition, appearance and state of repair as they now are and in default of doing so pay the owner on demand the cost of putting the same back into such condition, appearance and state of repair howsoever and any damage may be caused (normal wear and tear accepted)

- (f) Not part with the possession of the goods or any item thereof.
- (g) Not attempt to assign the benefit of this agreement.
- (h) Immediately on request advise the owner of the whereabouts of the goods.
- (i) Not pledge the goods or any item thereof nor allow the same to be taken in execution.
- (j) Return the goods or make them available for return (according to the terms agreed with the owner) to Stage and Studio Services Limited upon the date of termination of the hiring and in default of so doing pay to the owner by way of liquidated damages in respect of each subsequent day a sum equivalent to the hire rate paid without prejudice to the owners right to greater damages for such default in the event of a greater loss.

(k) Unauthorised Change of Site

You are only allowed to use the equipment at the venue specified by you, and if the equipment is collected by you, at the venue specified by you. If you wish to use the equipment at any other venue, you must first have written confirmation from Stage and Studio Services Ltd that we allow you to do so.

2 The Hirer hereby declares :-

- (a) That he/she is eighteen years of age or more.
- (b) That he/she is otherwise legally entitled to enter into this agreement on his/her own behalf or (if he/she enters into the same on behalf of another individual or on behalf of other individuals or a limited company) that he/she has full authority to do so.

3 The lender :-

The lender will ensure that the equipment hired to you is in good working order and fit for the purpose for which equipment of that kind is normally used however, the lender accepts no responsibility for any malfunction or breakdown, howsoever arising, of the equipment hired. Nor any loss whether financial or otherwise resulting therefrom, once the equipment, the subject of this agreement, has been accepted by the hirer.

The lender accepts no responsibility for injury or loss of life or limb resulting from the use of the equipment (the subject of this agreement) once it has been accepted by the hirer.

NB:- By engaging our services it is deemed that the hirer has read, understood and agreed to be bound by these terms and conditions.

These terms and conditions are part of the customer agreement.

E & O E. Stage and Studio Services Limited 2019
Call: 01952 882 657
Office: The Studio. Jackfield Tile Museum. Shropshire TF8 7AP