

## **Stage and Studio Services Limited**

### **Hire Agreement Terms and Conditions**

#### **1 The Hirer Shall :-**

##### **Insurance/Security And Care Of Our Equipment:-**

- (a) (i) 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.
- (ii) The hirer must indemnify Stage and Studio Services Ltd in the event of any damage or loss to any equipment howsoever caused.
- (iii) 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.
- (iv) 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. The hirer will also be responsible for any cleaning costs should the equipment be returned in a dirty or unkempt state. This includes make-up on microphones, tape residue, mud, marker pen etc.

##### **Invoicing, Deposits and Cancellation:-**

- (b) (i) Hirers shall pay the said hire rate/invoice in accordance with the terms agreed and provide a deposit and/or sureties and identification if requested.
- (ii) The lender may, should the lender choose to do so, charge an additional breakages/damages deposit for the equipment you hire. We will keep the breakages/damages 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. We reserve the right to deduct any costs for the loss/damage to any equipment hired.
- (iii) We will, where required request non-refundable deposits to secure the booking for any event whereby SASS are providing services. The balance of the invoice is to be paid within the timescale shown on the invoice.
- (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.
- (iv) Should the hirer be a Director/employee/representative of a Company, Limited or not, and does not pay the invoice and/or the Company falls into administration/closure, Stage and Studio Services Ltd reserve the right to demand payment from the individual personally and will pursue the individual through the necessary legal route.

### **Cancellation:**

Should the hirer cancel 14 days before the date of the event 50% of the total hire charge will be payable.  
Should the hirer cancel less than 14 days of the date of the event 100% of the total charge is payable.  
Should the hirer cancel after the equipment is delivered 100% of the hire plus delivery/collection will be charged.  
All charges are subject to vat.

### **Use And Care Of The Equipment :-**

- (c) (i) Use the goods only for the purpose for which they are designed.
- (ii) 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.
- (iii) The hirer must not make any alterations or modifications to the equipment.
- (iv) 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.
- (v) 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.
- (vi) 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)
- (vii) Not part with the possession of the goods or any item thereof.
- (viii) Not attempt to assign the benefit of this agreement.
- (viii) Immediately on request advise the owner of the whereabouts of the goods.
- (x) Not pledge the goods or any item thereof nor allow the same to be taken in execution.
- (xi) 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. Failure to do so will result in extra charges being applied.
- (xii) In the event that any equipment returned from hire to Stage and Studio Services in a dirty, unkempt state, Stage and Studio Services reserve the right to charge for cleaning and restoration of the said equipment.
- (xii) Unauthorised Change of Site

You are only allowed to use the equipment 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.

**Declaration :-**

- (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.

**The lender :-**

The lender will ensure that the equipment hired to you is in good and full working order, 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 of otherwise, resulting therefrom, once the equipment, the subject of this agreement, has been delivered, set up and is working without error.

It is assumed by the lender that the hirer, has a responsible/capable person with the ability to operate/use the equipment unless the hirer has specifically booked the services of a technician to operate the equipment. The Company accepts no responsibility whatsoever for any level of incompetency or lack of technical knowledge from a non-member of the Company that causes the equipment to fail in any way.

The Company accepts no responsibility whatsoever for any failure of any media/data/software, files, or any connected equipment malfunction. The hirer shall ensure that all media/data/software and any other files have passed all compliance/licensing routes allowing files to be used legally where permission is required ie, files that are subject to copyright, licensing etc. The Company accepts no responsibility should the hirer fail to ensure all permissions/licensing have been obtained. The Company accepts no responsibility whatsoever for any failure of any media/internet/data file, content or equipment provided by the hirer. The Company accepts no responsibility whatsoever for any breakdown in internet failure or drop out. This also includes any signal (such as TV, radio) loss or problem.

While we always try to be helpful and assist with any issues, we cannot be held responsible for any difficulties, problems or issues arising outside of our equipment.

The lender accepts no responsibility for injury or loss of life or limb or any other incident resulting from the use of the hired 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.**

**Signing a delivery note, accepting our estimate, accepting the equipment and or services confirmation verbally, by email or letter by the Hirer will all be valid means of confirmation to the Company that the Hire is to go ahead and that the hirer agrees with the Terms and Conditions set out here.**

E & O E. Stage and Studio Services Limited 2024

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