

# The Sound Manifesto

## Terms and Conditions

26 July 2008

### 1. Definitions

- 1.1. 'Equipment' shall mean goods and components hired by The Sound Manifesto, as identified in the 'Schedule of Equipment'.
- 1.2. The 'Customer' is the party hiring the Equipment, or any representative thereof.
- 1.3. The 'Owner' is the legal owner of the hired Equipment.
- 1.4. The 'Hire Period' commences at 9.00 a.m. on the first date specified in the Hire Contract and continues until it terminates at 5.00 p.m. on the last date specified of the hire period. (This applies unless agreed otherwise by both parties prior to the agreement.)

### 2. Condition of Equipment at Commencement of Hiring

- 2.1. The agreement is entered into on the basis that the Customer has inspected the Equipment and is satisfied as to its condition in respect of defects that such an inspection ought to have revealed.

### 3. Electrical Safety

- 3.1. Any Equipment should be used only as intended by the manufacturer.
- 3.2. The Customer shall be responsible at all times to arrange the proper supply of electricity for use with the Equipment.

### 4. Equipment Maintenance and Repairs

- 4.1. The Customer shall ensure that the Equipment remains serviceable and clean during the hire period.
- 4.2. Any breakdown or unsatisfactory working of the Equipment shall be immediately notified to the Owner by telephone and subsequently confirmed in writing.
- 4.3. The Customer must not repair the Equipment without the express permission of the Owner.
- 4.4. The Equipment must not be removed from the specified location(s) as indicated in the Hire Contract, or from any subsequently agreed location without prior consent of the Owner.

### 5. Compatibility of Equipment

- 5.1. The Customer shall ensure that the Equipment is compatible and may safely be used with any other Equipment being used by the Customer.
- 5.2. The Customer shall ensure that any Equipment is suitable for their purposes.

### 6. Responsibility/Insurance

- 6.1. The Customer is responsible to the Owner from the commencement of the hiring for the safekeeping of the Equipment and for its use in a proper manner.
- 6.2. The Customer agrees to pay the full cost of any repairs needed as a result of damage to the equipment, irrespective of cause.
- 6.3. The Customer agrees to pay the full retail cost of any Equipment lost, stolen or damaged beyond economic repair (without deduction for usage, wear, tear or age).
- 6.4. The Customer's responsibility ends when the Customer is in possession of the Owner's unqualified receipt for the return of the equipment.

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6.5. The Customer may be responsible for paying a charge equating to the Owner's financial loss until such repairs or replacements are completed.

6.6. The Customer shall insure the Equipment against the above liability.

### **7. Returned Equipment**

7.1. All Equipment must be returned no later than 9 am of the day following the Hire Period.

7.2. The Customer must return the Equipment to the Owner in the same condition (fair wear and tear excepted) as at the commencement of the hire.

7.3. All cables must be neatly coiled and tied.

7.4. No marking or labelling of the Equipment is permitted if removal of the same could cause damage.

### **8. Consequential Losses**

8.1. Nothing in these terms and conditions shall make the Owner liable for any consequential loss to the Customer including any expense, liability, loss, claim or proceeding whatsoever caused by or arising out of the late delivery, non-delivery, unsuitability, incompatibility or any breakdown.

### **9. Payment**

9.1. The Customer shall pay the full Hire Charge on the first day of the Hire Period.

9.2. A deposit may be requested from the Customer in addition to the Hire Charge.

9.3. The deposit will be refunded in full subject to the return of the Equipment in accordance with the above conditions.

9.3. Equipment not returned by the agreed end of the hire period may result in additional charges being incurred by the Customer.

### **10. Legal Issues**

10.1 The Customer is solely responsible for the legal use of all hired equipment.

### **11. Rights Reserved.**

11.1. If any one of the above terms & conditions are waived, this shall not affect the validity of the remaining terms & conditions.