

Equipment Hire

HIRE TERMS

Charges

Hire charges commence from the start date of the rental agreement and are payable upon delivery for the period of hire.

Equipment must be returned by 12 noon on the date specified at the start of the rental period in a clean and serviceable condition.

Additional charges accrue at the full daily hire rate together with consequential loss in the event of the breach of these conditions or the equipment not being available for use by other customers.

All cables must be returned coiled and taped and in default a charge of £2 per cable will be made.

Riverside Recordings provides spare lamps and fuses with equipment where appropriate. These and any lamps and fuses that are replaced by the customer must be returned with the equipment and in default their full replacement cost will be charged.

All charges are payable on demand.

Hire Period

The hiring period commences at 12 noon on the date specified in the Contract and continues for the period specified in the Contract and terminates at 12 noon on the last day of the hiring period.



Customer's responsibilities

The Customer's responsibility for the Equipment commences on receipt of the Equipment by the Customer or his agent or on delivery and ends when the Customer returns all equipment to the satisfaction of Riverside Recordings

The Customer shall not at any time sell dispose or otherwise part with control of the Equipment or attempt to do so. The Signatory to the Contract and the Customer jointly and severally undertake with Riverside Recordings that everyone who uses the Equipment has been properly instructed in its safe and proper operation and will ensure that every user is in possession of necessary instructional material and further will not allow the Equipment to be misused.

The Customer will at all times fully indemnify Riverside Recordings against any expense liability financial loss claim or proceedings whatsoever in respect of any personal injury or damage to or loss of any property arising out of or in connection with the delivery hire use non use repossession collection return or non return of the Equipment.

Nothing in this clause shall affect the statutory rights of the Customer or purport to exclude any liability which may not be excluded under the Unfair Contract Terms Act 1977.

Electrical Equipment

Any electrical Equipment should be used with plugs and/or sockets as fitted.

If other plugs or sockets are to be fitted by the Customer such work shall be carried out by a competent person who shall also reinstate the same to the original condition prior to redelivery.

The Customer shall be responsible at all times to arrange a proper supply of electricity for use with the Equipment and ensure that the Equipment shall at all times be properly earthed.



Equipment Maintenance and Reporting

The Customer shall ensure that the Equipment remains serviceable and clean during the hire period.

Any breakdown or unsatisfactory working of Equipment shall be immediately notified to Riverside Recordings.

The Customer shall under no circumstances attempt to repair the Equipment without prior authorisation from Riverside Recordings.

Any damaged or unsatisfactory Equipment must be returned to Riverside Recordings' premises for examination at the Customer's cost.

If the Equipment is involved in any accident resulting in damage to either the Equipment or other property or injury to any person the Customer shall notify Riverside Recordings immediately.

Equipment must not be removed from any site originally specified by the Customer or from any subsequently authorised site without prior consent of Riverside Recordings.

Compatibility of Equipment

The Customer shall ensure that the Equipment is compatible and may safely be used with any other Equipment being used by the Customer.

The Customer shall be responsible for ensuring that any Equipment is suitable for their purposes.



<u>Insurance</u>

The Customer agrees to pay Riverside Recordings the full retail cost of any Equipment lost stolen or damaged beyond economic repair (without deduction for usage wear tear or age).

The Customer shall insure the goods against the above liability.

All monies received by the Customer from any insurance company or third party in settlement of any claim shall be held in trust by the Customer and paid to Riverside Recordings on demand to the extent that any such payment is due under this clause.

The Customer shall not compromise or settle any claim without the express consent of Riverside Recordings.

In the case of Equipment which is lost stolen or damaged beyond economic repair the Customer shall pay a charge at the full daily rate together with interest and consequential loss until the Equipment is replaced.

Condition of Returned Equipment

The Customer is fully responsible for care safe keeping and return in good order of the Equipment.

The Customer will reimburse all costs incurred by Riverside Recordings in rectifying the condition of any Equipment returned damaged or unclean and shall in addition pay a charge at the full daily hire rate together with interest any consequential loss until rectification.



Termination of hire

Riverside Recordings shall be entitled to terminate the contract with immediate effect and to repossess the Equipment if at any time:

The Customer is in breach of these terms: or

The Customer shall take any steps or if any act or proceeding is commenced in which the Customer's solvency is in the reasonable view of Riverside Recordings in doubt. Such termination shall not affect the right of Riverside Recordings to recover from the Customer any monies due under this contract interest consequential loss or damages for breach.

The Customer hereby authorises Riverside Recordings to enter upon any property upon which Riverside Recordings reasonably believe any Equipment to be and Riverside Recordings in their absolute discretion may recover and remove the Equipment.

The Customer hereby authorises Riverside Recordings (notwithstanding any subsequent instruction to the contrary after the date of the commencement of the Contract) to deduct any sums properly due to Riverside Recordings arising under a breach of these terms from any credit card debit card or charge account details of which are in the possession of Riverside Recordings.

CONDITIONS APPLICABLE TO BOTH HIRE AND SALE

Payment and Interest

Where payments are not made on the due date Riverside Recordings will be entitled to interest on the amount that is overdue at 20% above Bank base rate prevailing for the period for which such monies are overdue together with 4% calculated on a day to day basis.

The payment of such interest shall be without prejudice to any other rights or remedies of Riverside Recordings.

Any legal or other charges incurred in the recovery of money or equipment shall be paid by the Customer.

Not withstanding any provision in these terms of business to the contrary the Customer shall if required by Riverside Recordings pay such sum on account of the hire charges or price for goods and or services as shall be agreed at the time of placing the order.



Liability

Riverside Recordings' liability for any defect in the Equipment shall be limited to and in no case exceed:

any manufacturer's warranty sold with the Equipment; or if there shall be none replacement or repair of the defective Equipment; or at Riverside Recordings' option a refund of the price.

Consequential losses

Nothing in these terms and conditions shall make Riverside Recordings 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 unlawful repossession of the Equipment or any part thereof or any breakdown or stoppage of the same.

Injury to Personal and Damage to Property

Subject to the above Riverside Recordings shall not be liable for any loss other than that which directly arises from any injury to persons or damage to tangible property where and only to the extent that such injury or damage is caused by any defects in the Equipment and where such defect is caused by the negligence of Riverside Recordings.



Rights Reserved

Any failure by Riverside Recordings to enforce any or all of these conditions shall not be construed as a waiver of any Riverside Recordings rights hereunder.

If any term in this Contract shall be held invalid such invalidation shall not affect the validity of the remaining terms.

Terms of Contract

These conditions have effect in substitution for and to the exclusion of any condition put forward by the Customer.

Delivery and Carriage

All terms quoted or stated for delivery are approximate only.

Hire charges or sale prices do not include carriage. Any expenses incurred by Riverside Recordings in delivery or recovering Equipment or attempting the same will be paid by the Customer.

Where carriage charges are quoted by Riverside Recordings such charges will include only for the time to load or unload alongside the Riverside Recordings vehicle at the address specified by the Customer. Further time or attendance will be paid by the Customer.

Copyright

Riverside Recordings notifies the Customer that playing or showing copyright material in circumstances where the Customer or anyone authorised by him does not hold the appropriate Licence of the copyright holder he will infringe copyright and may become liable in damages for so doing.

The Customer by accepting delivery of sound or visual reproduction equipment warrants that he has or will obtain the appropriate Licence for the said performance playing or showing prior to using the equipment for the said purpose.

Riverside Recordings reserve the right to alter any or all of the above terms at any time.