

## TERMS & CONDITIONS

1. In the conditions unless the context otherwise appears the following words and expressions shall have the following meanings:-
  - (i) These Conditions means the conditions of hire herein contained
  - (ii) The Company means **MJH Sound Design a trading name of MJH Creative Solutions Ltd**
  - (iii) The Hirer means the Person, Firm, Company, Organisation or Society who or which has agreed to hire the Equipment from the Company
  - (iv) The Equipment means the Equipment specified by the Company or the Hirer together with (if any) the accessories and Flight Cases specified or included as standard by the Company or the Hirer and any part or parts of the same
  - (v) The Technicians/Engineers means the employee(s) agent(s) or subcontractor(s) of the Company (if any) supplied with the Equipment to operate the same
  - (vi) The Agreement means the agreement between the Company and the Hirer for the hire of the Equipment
2. The Agreement is subject to these Conditions which supersede all previous communications representations and agreements whether written or oral and no additions or alterations to these Conditions shall be binding on the Company unless agreed to in writing and signed by a duly authorised officer or employee or agent of the Company. Any terms and conditions proposed by the Hirer shall only apply if the same have been agreed by or on behalf of the Company in accordance with the provisions of this paragraph and in the case of any conflict between such terms and conditions and these Conditions the latter shall prevail.
3. The Company endeavours to ensure that the Equipment is sound in full working order and good condition at the time of delivery to or collection by the Hirer. Upon delivery or collection the Equipment shall be examined checked and signed for as in full working order by the Hirer before being taken into use if found to be defective or deficient and the Company notified within 12 hours will be replaced or defects or deficiencies remedied by the Company without additional charge unless it believed by the Company that the aforementioned deficiencies of the Equipment are due to misuse or loss by the Hirer but in no circumstances shall the Company be liable for any loss or damage of whatever kind however caused arising out of or in connection with the use of or the inability to use the Equipment. The Hirer shall use or cause to be used the Equipment in a skilful and proper manner and shall at his own expense keep it in good and substantial repair and condition (save for fair wear and tear) and further shall take all precautions necessary to ensure its safety and security. The Hirer will not open the outer casing (if any) of the Equipment or of any item or part thereof nor interfere in any way with the Equipment of the mechanism thereof or any nameplates or signs or serial numbers thereon and will not expose the Equipment to the elements (in particular to salt water and spray) and will keep the Equipment protected in all respects. Unless the same shall be caused by the wilful default or wilfully misconduct of the Technicians any loss of or damage to the Equipment including loss or damage caused by non familiarisation of misuse of the same is the sole responsibility of the Hirer who will be charged with the cost of repair or full replacement value of the Equipment (plus VAT at the current rate) as the case may be. The Hirer must not repair or attempt to repair or request a third party to repair or attempt to repair the Equipment The Company reserves the right where the Equipment is in its absolute discretion of a high technology specification to require that the Hirer uses the services of a Technician at the cost of the Hirer and in such cases only the Technician may use such Equipment.
4. Any order or instruction required to be given to the Company by the Hirer shall be given by him/her or his/her duly authorised agent in writing. If given orally it shall be confirmed in writing to the Company within three days. The Company shall not be liable for the consequences of any inaccuracies or misunderstandings resulting from any order or instructions by the Hirer not received by the Company in writing or so confirmed. The Hirer shall be solely responsible for any statement representation order instruction guidance or advice made or given by the Hirer to any Technician.
5. The Equipment shall be delivered and collected at such time and place as shall be mutually agreed between the Company and the Hirer. If delivered to the Hirer the signature of any person purporting to be any employee or friend or acquaintance of the Hirer shall be sufficient evidence of delivery. The Company shall use its best endeavours to comply with any time schedules but will accept no liability for non delivery of Equipment or non arrival of Technicians by a specific time or date that has been agreed with the Company or within a specified time from receipt of order. The Company shall not be liable for delays due to unforeseen circumstances or due to causes beyond its control including but not limited to acts of nature, acts of Government labour disputes and delays in transport.
6. Unless otherwise agreed in writing between the Company and the Hirer it shall be the responsibility of the Hirer to return the Equipment to the Company on termination of the hire. **The Hirer shall remain fully responsible for the safety protection and condition and is liable for any repair loss or damage (subject as aforesaid) of/to the Equipment until it is in the possession of the Company. If the Company agrees to collect the Equipment on termination of the hire the Hirer shall remain fully responsible for the safety protection and condition and is liable for any repair loss or damage (subject as aforesaid) of/to the Equipment until it is in the possession of the Company even if the date of collection of equipment is after the hire termination date.**
7. During the continuance of the Agreement the Hirer shall pay to the Company by way of rent for the hire of the Equipment and the Technicians the Company's hire charges shown in the Company's Rate Card current from time to time or such other hire charges as may have been agreed in writing between the Company and Hirer. For the avoidance of any doubt the Hirer shall be liable for payment of hire charges as from the time for which the Equipment is 'on hire' (which shall be the commencement of the hire period as stated on the Company's written Confirmation) until either (i) the time of its return to the Company or (ii) if the Equipment is lost or stolen or is otherwise irrecoverable or is damaged then in any such case the time of its replacement or repair and the Company undertakes to replace or repair the same as soon as reasonably possible. A 24 hour period or part constitutes one days hire.

8. **It is the responsibility of the Hirer to arrange insurance against the risk of loss or damage to any equipment owned by the Company during the period of hire this includes equipment whilst in transit to and from the Company premises.** In addition to the charges referred to herein the Company at its sole discretion may require that the Hirer shall pay to the Company charges in respect of insuring the Equipment upon the terms and conditions and subject to the exclusions of liability contained in the insurance policy for the time being in force which the Company has negotiated for such purposes. A copy of such policy shall be made available to the Hirer upon request PROVIDED THAT where the Hirer has confirmed that it has arranged insurance cover which is already in existence against all risks for the full replacement value of the Equipment and given full details thereof to the Company then the Company may waive this requirement.
9. Without the previous consent of the Company Equipment must not be used on any abnormal or hazardous assignment taken out of the United Kingdom or taken from the ground other than on a regular scheduled flight by any airline recognised by IATA unless otherwise agreed by the company prior to the commencement of the hire. The Hirer shall be solely responsible for obtaining all customs Clearances Licences and permits as shall be necessary to take the Equipment out of the United Kingdom. If any Equipment taken out of the United Kingdom is lost or is damaged or breaks down and the Company agrees to replace the same the Company's liability shall only extend to delivery of any replacement to an address in the United Kingdom unless otherwise agreed by the Director or Owner of the Company.
10. In addition to the hire charges for the Equipment the Hirer shall pay all delivery and collection charges unless agreed in writing by the Company.
11. The Hirer shall pay Value Added Tax at the rate current from time to time on and in addition to all charges due to be paid by the Hirer to the Company under the terms and conditions of the Agreement.
12. **Without prejudice to any other right or remedy available to the Company in the event of the cancellation of an order/hire by the Hirer the Company reserves the right to make a cancellation charge as follows:-**

<u>Notice Given of Cancellation</u>	<u>% of Total Hire Charges</u>
7 days or more	15%
6 - 2 days	25%
Less than 48 hours	50%
Less than 24 hours	75%
Less than 12 hours	100%

13. All hire and other charges are net and unless otherwise agreed between the Company and the Hirer shall be due and payable within 21 days on the invoice date. If any hire or sale charge or other sum due to the Company shall not be paid by the Hirer on the date that is agreed when the same shall be due and payable the Hirer shall be liable to pay interest upon such hire charge or other sum at the rate of 1% per month above the base rate of the Bank of England from time to time during the period in which interest is payable from the due date until the date of payment.
14. The Equipment remains at all times the property of the Company and the Hirer shall have no right title or interest therein save that of a hirer thereof under these Conditions. The Hirer shall not sell or offer for sale assign mortgage pledge underlet lend or otherwise deal with the Equipment or any part or parts thereof or deal with the Hirer's interest under these Conditions which interest is personal to the Hirer and the Hirer will keep the Equipment in his own possession for his/her own use and will not allow any lien or other encumbrance to be created in respect of the same.
15. The amount of the deposit (if any) specified shall be returned to the Hirer without interest when the Equipment has been returned to the Company in full working order and subject to the Equipment being examined by the Company and if found to be defective deficient or any part of the Equipment missing or it believed by the Company that the aforementioned deficiencies of the Equipment are due to misuse by the Hirer the Company reserves the right to withhold all or part of the deposit unless previous notification given to the Company by the Hirer with regards to any part of the equipment being faulty and all charges and other monies due to the Company under the terms of the Agreement have been paid.
16. The Agreement may be determined by the Company forthwith by written notice given by the Company to the Hirer to that effect on the happening of any of the following events namely if the Hirers fails to pay any charges hereunder within seven days of the same having become due (whether demanded or not) or fails to observe or perform any other of these Conditions or if the Hirer commits any act of bankruptcy or being a company goes into liquidation or has a Receiver appointed in respect of the whole or any part of its undertaking or assets or is subject to a Receiving Order or makes any arrangement with or assignment for the benefit of the Hirer's creditors or if distress is levied or threatened on any of the Hirer's property or if the Hirer abandons the Equipment.
17. The termination of the Agreement and the hire thereby created for any reason whatsoever shall not affect any other right or remedy of the Company against the Hirer and without prejudice to the generality thereof shall not affect the right of the Company to recover from the Hirer any hire charges and other monies due to the Company at the date of such determination and shall no affect the Company's right to recover damages from the Hirer in respect of any breach of these Conditions.
18. Any time or other indulgence granted by the Company to the Hirer shall not affect the rights of the Company under the Agreement.
19. The Company shall not in any circumstances be liable to the Hirer or any third party for any claims in respect of loss of profits special damage or any consequential loss whatsoever or be under any liability for or in respect of loss or damage to persons or property howsoever caused whether arising directly or indirectly from the hire or use of Equipment by the Hirer.
20. The Company reserves the right to subcontract all or any part of the Hirer's order to assign or substitute any equipment that the Company deems is of equal specification and to assign or otherwise deal in anyway whatsoever with the Company's interest in the Equipment and in the Agreement.
21. The Hirer is advised not to use any original materials on in or in connection with the use of the Equipment and the Company cannot accept any responsibility in connection with any loss or damage to or in respect of the same.
22. The Agreement and these Conditions shall be construed in accordance with English Law and the parties herein submit to the jurisdiction of the English Courts.