

## **Equipment Hire Terms and Conditions**

### **Pure Rehearsal Studios Limited.**

Company Registered Address: 2 Endle Street, Southampton, Hampshire, SO14 5FZ

Company Registered in England and Wales. Company No: 10902624

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#### 1. Contract of Terms

- a) This contract is made between Pure Rehearsal Studios Limited and the person named in the booking forthwith known as “the hirer”.
- b) The hirer is the person named on the booking and declares that he / she is over eighteen years of age and is legally entitled to enter into this agreement on their own behalf. If the hirer is entering into this agreement on behalf of another individual or on behalf of a company / organisation / charity they declare that they have the full authority to do so.
- c) The hirer must provide 3 forms of identification in order to hire equipment. Pure Rehearsal Studios Limited require a valid passport and two utility bills dated within the last three months confirming the hirers address. If the hire is over £500 we also require the hirers passport for the duration of the rental as well as a payslip dated within the last three months.
- d) For businesses, the hirer must provide a copy of the hirer’s business letter headed paper which contains the registered company number and full registered company address.
- e) Pure Rehearsal Studios Limited’s equipment is used at the hirer’s own risk. Accordingly, Pure Rehearsal Studios Limited cannot be held responsible for any damages, including damages to persons operating or in the vicinity of equipment, mechanical, software and / or electrical or loss of material and/or performance which result from mechanical, electrical and / or software failure.
- f) Where a hirer has terms and conditions covering purchasing and hiring that conflict with Pure Rehearsal Studios Limited’s Terms & Conditions of Hire then Pure Rehearsal Studios Limited’s Terms & Conditions of Hire shall take precedence unless specifically agreed in writing by a Director of Pure Rehearsal Studios Limited prior to the hire date.
- g) The hirer must hold their own valid insurance to cover the terms of hire.
- h) Any hirer who contravenes this contract in any way may, at the discretion of a Director of Pure Rehearsal Studios Limited, be excluded from entering into future contracts with Pure Rehearsal Studios Limited.
- i) The terms above and the contract to which this document relates, shall in all respects be construed and operate in accordance with British Law.
- j) Pure Rehearsal Studios Limited reserves the right to change these Terms & Conditions of Hire at any time, and without prior notice.

## 2. Acceptance of Terms

a) By hiring equipment or services from Pure Rehearsal Studios Limited, the hirer automatically signifies their unconditional acceptance in whole of Pure Rehearsal Studios Limited's terms as set out in this Terms & Conditions of Hire.

b) By providing the information required on the booking form, paying or making a deposit or showing their acceptance to hire equipment or services by phone, written or electronic communication or through the Pure Rehearsal Studios Limited website, the hirer agrees to be bound unconditionally by Pure Rehearsal Studios Limited's Terms & Conditions of Hire.

## 3. Cancellation of Hire

a) Without prejudice to any other rights or remedy in the event of cancellation of any order by the hirer Pure Rehearsal Studios Limited reserves the right to make a cancellation charge as stipulated in clause 3b, 3c, and 3d.

b) Cooling off period - If having read Pure Rehearsal Studios Limited's Terms & Conditions of Hire and within 24 hours of paying the deposit the hirer wishes to cancel; the hirer may obtain a full refund of all monies paid less a £15.00 administration fee. This condition does not apply if the hirer makes the booking within 14 days of the commencement of the hire period.

c) All deposits paid to Pure Rehearsal Studios Limited to secure a booking are non-refundable, unless within 24 hours of payment as per clause 3b.

d) Cancellation in less than 14 days prior to a hire date will result in the full fee being due

## 4. The Equipment

a) All equipment hired remains, at all times, the property of Pure Rehearsal Studios Limited.

b) All equipment must be used for the purpose for which it was intended by the manufacturer.

c) Notification of equipment travelling outside mainland UK, must be agreed in writing by a Director of Pure Rehearsal Studios Limited at the time of booking.

d) Pure Rehearsal Studios Limited reserves the right to inspect all hired equipment at any time during the hire period.

e) The hirer must not hire, sub hire or assign to another party, any equipment hired under this contract without prior written permission by a Director of Pure Rehearsal Studios Limited.

f) The equipment shall be deemed to be in good repair and condition and to the hirer's satisfaction unless the hirer gives notice otherwise at the point of collection or on receipt of delivery by Pure Rehearsal Studios Limited.

g) The hirer is required to ensure that the equipment is not vulnerable to theft, damage or adverse environmental elements such as excess heat, humidity, coldness, moisture, liquids or dust. Any and all protective covers and cases provided by Pure Rehearsal Studios Limited must be used to store and transport any and all equipment hired when not in use.

h) The equipment shall be at the risk of the hirer as to all loss and damage whatsoever during the hire period and the hirer will be responsible for paying the first £2,000 towards the costs of replacement or repair to any individual piece of equipment which is damaged, lost or stolen whilst in the hirer's care except where this is due to negligence on the part of the hirer in which case the hirer will be responsible for meeting the full cost of replacement or repair to the equipment.

i) Pure Rehearsal Studios Limited gives no warranty that goods supplied for hire are fit for the hirer's purpose or purposes. The hirer warrants that he / she has satisfied him / herself that the goods will be fit for every purpose for which he / she requires them and that he / she does not rely on any skill or judgement of Pure Rehearsal Studios Limited in this regard.

j) While Pure Rehearsal Studios Limited will always attempt to provide the ordered equipment; Pure Rehearsal Studios Limited reserves the right to provide substitute equipment. Pure Rehearsal Studios Limited also reserves the right to terminate this contract without liability if for any reason beyond Pure Rehearsal Studios Limited's control, Pure Rehearsal Studios Limited are unable to supply the equipment as described in the booking. In the unlikely event of Pure Rehearsal Studios Limited not being able to fulfil your booking all monies paid to Pure Rehearsal Studios Limited will be refunded, but this will be the limit of Pure Rehearsal Studios Limited's liability to the hirer.

k) In the event that the hired equipment is faulty, Pure Rehearsal Studios Limited shall not be liable for any consequential losses or damage's whether financial or otherwise, arising there from.

l) All equipment must be checked by the hirer with a member of the Pure Rehearsal Studios Limited team and signed for to confirm receipt. Any discrepancies must be notified immediately to Pure Rehearsal Studios Limited and signed for as a discrepancy. If a signature is not provided, then the hirer is signifying their automatic and unconditional acceptance of the equipment on the invoice provided.

#### 5. Collection of Equipment by Hirer

a) All equipment must be collected from Pure Rehearsal Studios Limited's premises unless special arrangements have been made and agreed in writing prior to the hire date.

b) It is the hirer's responsibility to arrange appropriate and adequate transportation of the equipment they are hiring if they have not agreed in writing and paid for Pure Rehearsal Studios Limited's transportation services prior to the hire date.

c) Any information in regard to value, size, weight, protection or suitable transport must be made at the time of booking and not on the hire date.

#### 6. Transportation of Equipment by Pure Rehearsal Studios Limited

a) By email request before the hire period, the equipment can be delivered and collected on behalf of the hirer by Pure Rehearsal Studios Limited, however, Pure Rehearsal Studios Limited will charge the hirer for all expenses incurred for delivery and collection. These fees are including but not limited to the London Congestion Charge, Low Emission Zones, fuel, ferry, parking permits, tickets and parking fines incurred.

b) The hirer is obligated to provide adequate legal parking for Pure Rehearsal Studios Limited's vehicle(s) for the duration of delivery, collection, setup, dismantle and event.

c) Delivery and collection are not available in all areas.

d) Delivery / collection are only to / from the road side unless the hirer has booked set up and / or dismantle at an additional cost to the transportation fee.

e) For collection at the end of a hire period, the equipment must be dismantled and made ready for transit in the same form it was delivered. The equipment must be made available at the road side ready for Pure Rehearsal Studios Limited transport to load. Please see clause 12b and 12c for information on penalties.

f) Any delivery and collection requests for out of hours' transport will be subject to an additional charge each way depending on the time of the delivery or collection.

g) If the hirer has chosen delivery only unless the hirer has booked set up and / or dismantle at an additional cost to the transportation fee, all hired equipment should be installed by a competent person.

h) Pure Rehearsal Studios Limited cannot accept any responsibility for damage done to personnel or property whilst equipment is on hire or in transit.

i) Pure Rehearsal Studios Limited will use their own private transport but when necessary may utilise other parties' services and vehicles for the transport of equipment.

j) Pure Rehearsal Studios Limited will endeavour to meet any agreed delivery conditions but cannot accept responsibility for any delay in delivery and / or collection howsoever caused.

k) The equipment is entirely the responsibility of the hirer until the equipment is loaded back onto Pure Rehearsal Studios Limited's vehicles for return to Pure Rehearsal Studios Limited's premises.

l) Where a delivery or collection cannot be completed because of a lack of access at the delivery address the hirer shall still be liable for all agreed charges and for any additional costs incurred in the attempt to complete the delivery and/or collection.

## 7. Transportation

a) It is the hirer's responsibility to arrange his/her own appropriate transportation.

b) Pure Rehearsal Studios Limited cannot be held liable for any loss or penalties either financial or otherwise, incurred by the hirer due to the hirer not arranging and providing adequate transportation for the equipment being hired.

c) Pure Rehearsal Studios Limited cannot be held liable for any transportation fees however they may result in order to transport the hirer's equipment.

## 8. Returning the Equipment

- a) All equipment must be returned to Pure Rehearsal Studios Limited before the end of the pre-agreed hire period.
- b) Unless specified, hire charges are based on a period of one day (24 hours), or part thereof, irrespective of whether the equipment is in use or not.

## 9. Payment, Deposits, Quotes & Refunds

- a) All quotes are valid for a period of 30 days unless otherwise stated.
- b) The provision of a quote does not guarantee or confirm that the relevant equipment or services are available and may be withdrawn without prior notice or explanation at any time.
- c) All quotations and prices are subject to the addition of Value Added Tax at the rate applicable on the date of invoice.
- d) All quotations are made by Pure Rehearsal Studios Limited without obligation and Pure Rehearsal Studios Limited reserves the right at any time to vary any quotation or part thereof or to refuse acceptance of any order without assigning any reason for such refusal, although once the full payment or deposit has been paid the price will be fixed.
- e) The hirer is required to pay the full cost of the hire prior to the equipment leaving Pure Rehearsal Studios Limited's premises.
- f) All deposits paid to Pure Rehearsal Studios Limited to secure a booking are non-refundable in accordance with clause 3a, 3b, 3c and 3d.
- g) Pure Rehearsal Studios Limited reserves the right to remove any or all discount without prior notice or for the failure to make payment of outstanding monies due for both hires and sales.
- h) All refunds will be processed within 10 working days.
- i) Pure Rehearsal Studios Limited will exercise their statutory right (Late Payment of Commercial Debts Regulations 2002) to claim interest and compensation for debt recovery costs under the late payment legislation if Pure Rehearsal Studios Limited are not paid according to the agreed terms, for non-account holders.

## 10. Account Holders

- a) Account holders are required to pay all invoices within 30 days of the invoice date unless other arrangements have been made and confirmed in writing by a Director of Pure Rehearsal Studios Limited.
- b) Pure Rehearsal Studios Limited will not enter into contracts for the hire of equipment or services if the hirer or organisation has outstanding debts with Pure Rehearsal Studios Limited.
- c) All clients will be charged for any expenses incurred by Pure Rehearsal Studios Limited in respect of any debt collection.

d) All outstanding debts will incur interest charged at 10% per month thereafter (with a minimum charge of £10.00).

e) Should any debt not be settled within 30 days of invoice then Pure Rehearsal Studios Limited reserves the right to commence legal action against the debtor and all fees incurred will be added to the total of the debt to be paid by the debtor.

f) Where equipment is damaged or stolen whilst on hire and repair or replacement fees result, the amount due is immediately payable.

## 12. Penalties

a) Any equipment returned after the booked return date will be charged for at a minimum of one extra day's hire fee, regardless of the original hire period.

b) The hirer must have the equipment dismantled, packed and ready for collection at the end of the hire period when booked on a standard hire (unless prior arrangements for dismantling and removal has been agreed in writing and paid for).

c) If clause 11b has not been adhered to then the hirer is liable for additional charges which may include but is not limited to extending the hire period until dismantling and packing has taken place and the goods are returned to Pure Rehearsal Studios Limited's premises.

d) Hiring commences on collection and ends when the equipment is returned to Pure Rehearsal Studios Limited's premises.

e) Pure Rehearsal Studios Limited will check the equipment and inform the hirer within 3 working days of any loss or damage.

f) Any costs incurred by Pure Rehearsal Studios Limited in respect of replacement or repair, or if equipment is lost or damaged during the hire period must be met by the hirer.

g) Pure Rehearsal Studios Limited or parties acting on Pure Rehearsal Studios Limited's behalf are authorised by this contract to contact the hirer at the hirer's premises or associated locations at any time in the recovery of equipment not returned at the end of the hire period.

h) The hirer undertakes to keep and return equipment in good order and the same condition as provided at the point of hire. Any equipment returned in a soiled or dirty condition may incur a cleaning charge as listed in section 12.

i) Equipment is to be kept in a secure safe environment with no exposure to the elements, food, drink or other liquids. Should this hirer not adhere to this then Pure Rehearsal Studios Limited reserves the right to charge the hirer for any damage.

j) Connectors must not be removed from equipment. Pure Rehearsal Studios Limited reserves the right to charge for refitting or inspecting any connectors found to have been removed or tampered with. Equipment must not be modified in anyway.

k) The hirer undertakes to insure the equipment at full replacement value, when away from the premises of Pure Rehearsal Studios Limited. A valuation is available on request.

l) Failure to return any cable coiled and taped may result in a charge for coiling and taping said cable.

m) Packing supplied with equipment must be returned, or it will be charged for.

n) The hirer will be held liable for the loss of any equipment confiscated because of a failure to comply with any relevant laws and regulations.

o) If the hirer reports any equipment or accessories as faulty during a hire which are subsequently found to be in good working order, the hirer will be liable for all costs incurred for dealing with the situation including but not limited to the replacement equipment charges (for the full period of hire), sub-hires, purchases, labour and transport in any form.

### 13. Replacement & Cleaning Costs

The following charge list covers replacement and cleaning of ancillary equipment. The costs are indications and Pure Rehearsal Studios Limited reserves the right to change them without prior notice.

Description	Replacement Cost	Cleaning Cost
Audio Cable (Up to 10m)	£25	£5
Power Cable (13amp Up to 10m)	£25	£5
SDI (Up to 20m)	£50	£5
13a/16a Extension Cable (10m)	£75	£15
Audio Adapter	£15	£5
Speaker/Microphone Pole Bag	£50	£5
Speaker Pole	£75	£5
Microphone Stand	£50	£5
Microphone Stand Clip	£150	£5
Microphone Zip Pouch	£20	£5
Cymbal	£60	£5
Drum Head	£20	£5
Drum Shell	£250	£10
Snare Drum	£120	£10
Cymbal Stand	£100	£5
Snare Stand	£50	£5
Drum Stool	£90	£5
Hi-Hat Clutch	£20	£5
Cymbal Nut + Felts	£5	£5
Bass Drum Pedal	£60	£5
Drum Head Key	£30	£5
Guitar Cabinet	£300	£25
Bass Cabinet	£600	£25
Guitar Head	£400	£5
Bass Head	£400	£5
Other Equipment Not Listed	£TBC*	£TBC**

\* & \*\* This price will be specific to the piece of equipment and can be provided on application.

All prices are subject to VAT at current rate.