

## Terms & Conditions of Equipment Hire

### **Introduction:**

This document is issued by Supreme Sound & Vision, to describe the terms and conditions of hire of the Company's Sound and Vision Systems for concerts, events, and other performances, where provided **without** personnel – 'Crew'. If crew is quoted for please also see document 'Terms & Conditions of Services Hire'.

This document is the Terms & Conditions of Dry Hire in full, laying down the contractual agreement between Supreme Sound and the Hirer. Please note that other documentation, such as Quotations will include short interpretations and / or parts of these terms. In all cases, this document is the definitive Terms & Conditions of Equipment Hire and will take precedence over any other terms stated or implied elsewhere.

### **Definition of expressions used:**

**"Hire"** This expression refers to the arrangement to use equipment supplied by the Company at an event. The period of Hire under these terms is usually one or more days and rates applied may be quoted as 'the Dry Hire Rate' or 'the Daily Rate', or 'the Weekly Rate'. These Terms & Conditions do not cover Hire arrangements involving crew supplied by Supreme Sound & Vision (see the separate document 'Terms & Conditions of Staff Hire').

**"Hirer"** The person, organisation, company or other body who has ordered and / or accepted services from Supreme Sound & Vision.

**"The Equipment"** All items of equipment and or services accepted by the hirer along with any other items and or services included or implied whether specified or not.

**"Owner, The Company, Supreme, Supreme Sound, Supreme Vision"** Supreme Sound & Vision

### **Provision of the Equipment:**

- Provision of the Equipment** Supreme agrees to supply you with the sound & vision equipment and rigging equipment described in the hire schedule / quotation for the hire period.
- Replacing defective Equipment:** Supreme will supply all Equipment in good working order, however, in the event of a defect; the liability of Supreme will be limited to the repair or replacement of any defective Equipment, at the company's discretion.
- Supreme Sound's Property:** Equipment remains the property of Supreme at all times. In the event of a breach of any of these conditions, the company may without prejudice to any other rights or remedies forthwith terminate the arrangement and repossess all their Equipment. Re-hire is not allowed by the Hirer without advanced written permission.

### **Principal Exclusions:**

- Unless explicitly stated in writing in the quotation, the following are excluded from the hire provision:
  - Equipment** (other than shown in the hire schedule/quotation)
  - Transportation** of equipment, including freight and transport costs and storage of the equipment. Unless clearly stated otherwise. All equipment should be collected and returned back to Supreme's hire base at the end of the hire period. Other arrangements must be agreed in writing prior to the commencement of the hire contract.
  - Insurance** it is a condition of hire that the Hirer takes out adequate insurance to cover the equipment hired. Supreme will, at its sole discretion, charge the Hirer for any equipment lost, stolen or damaged as described in Paragraphs 5 and 6 below (Responsibilities of the Hirer) whether or not this is covered by the insurance policy taken out by the Hirer. Supreme reserves the right to see evidence that the Equipment is adequately covered by a suitable policy, prior to checking out the Equipment. However, this does not reduce the liability of the hirer for uninsured losses.

### **Responsibilities of the Hirer:**

- The Hirer assumes full responsibility for the Equipment from the time of checking out until checking in to Supreme. The hirer is responsible for the safe keeping of equipment and is liable for any loss or damage caused to the Equipment during the period of hire. The hirer is responsible for providing suitable and adequate security arrangements for the safe keeping of the equipment during the period of hire. The hirer must take all necessary steps (at its own expense) to retain possession and control of the equipment and in the event of losing possession or control will take all necessary steps to recover the equipment.

- 5.1. Items of equipment are not to be used, and the Hirer will not permit them to be used, for any purpose for which they are not expressly designed.
- 5.2. Equipment is not to be altered or modified in any way without the prior consent of Supreme.
- 5.3. Equipment is not to be hired, re-hired or sub-hired to any third party or parties, without the express written consent of Supreme.
  
6. The full cost of replacing or repairing the Equipment will be borne in full by the Hirer. Equipment lost, damaged or modified will be charged for at full hire rate until the loss is settled in full.
- 6.1. **Examples of loss/damage /modification** include (but are not limited to) the following:
  - Damage by persons known or unknown, including audiences and artists (whether or not as part of the performance)
  - Damage or loss caused by inadequate handling by third parties (including local crew)
  - Damage by adverse weather conditions including water damage
  - Loss due to theft on site or in transit
  - Loss or damage during transportation
  - Modifying cables by cutting and/or re-wiring plugs/sockets
  
7. **Liabilities:** Equipment is supplied on the understanding that it be competently installed and operated by the Hirer (unless otherwise stated). No liability will be accepted by Supreme for any damage to persons or property whilst the Equipment is on hire to the Hirer.
  
8. **Competent Personnel:** Where certain hire Equipment requires specialist technical knowledge or training for the safe or effective installation and or operation, the hirer will be required to undertake that competent personnel are employed. Where such an undertaking cannot be made, at the sole discretion of Supreme, a competent crew will be supplied by Supreme and charged in addition to the hire rate. (At such point, Supreme Terms & Conditions of Staff Hire will prevail, incorporation these Terms & Conditions of Equipment Hire).
  
9. **Local Licences:** The hirer is solely responsible for obtaining any licence, qualification or other authority, which may be required for the safe and legal operation of the Goods hired and agrees to abide by all legal guidelines relating to the installation and operation of the Goods.
  
10. **Sound Pressure Levels** High Sound Pressure levels can cause permanent hearing damage. Repeated exposure can have a cumulative effect. Equipment provided by Supreme can and does produce high enough sound pressure levels to cause hearing damage. Supreme cannot accept liability for any individual's failure to stay at an appropriate distance from loudspeakers or failure to take any necessary steps to protect their own hearing. It is the responsibility of the hirer to ensure the safety, with regards to hearing, of the general public. Where appropriate you may wish to ensure that warning notices are displayed, hearing protection is issued, or safety barriers are erected.

#### **Hire Periods, Charges and Payments:**

11. **Hire Period:** Hire charges are calculated from the date of collection / delivery to the date of return to Supreme. Permission for extending hire arrangements may be granted on request but must not be assumed. Availability and prices of Equipment may vary from our rate card or as advertised on our website and cannot be guaranteed for periods of extension.
  
12. **Hire Charges:** Hire charges are based on daily rates, with the period of hire starting from the time of checking out by Supreme, to the time of checking in by Supreme. Thus, a one-day hire assumes that goods checked out at any time between 00:00am and 23:59pm are returned before 23:59pm on the following day.
  
13. **Weekly Hire:** The normal weekly hire rate is a multiple of 3 times the daily rate. Goods checked out during operating hours on day 1, must be returned before 23:59pm on the 7th day of hire, or a second week's hire will be incurred.
  
14. **Payments:** Payments must be made in full with cleared funds after checking in all equipment. A deposit may be asked for before checking out the equipment of maximum of 50% of the quoted equipment hire rate.
  
15. **Late Payments:** Where any discounts are offered or negotiated, any entitlement to discount will be forfeited if accounts are not paid by the due date. Furthermore, any accounts not paid by the due date will have an

interest charge applied each month until payment is received in full. (The rate of interest is currently 8.75% per calendar day or part thereof set by UK government – the rate applied will be stated on the invoice).

16. **Guarantees against equipment loss or late return:** Hirers may be required to leave a deposit of up to 50% of the quoted equipment hire rate, as a payment guarantee in the event of a loss or late return. Supreme reserves the right to charge the hirer the full replacement cost relating to any loss of equipment. The hirer will have seven days to return any lost equipment before any charge is taken. If the equipment is returned within the seven days, a charge will be taken for the subsequent hire. The hirer accepts that such a charge will be added to the invoice in these circumstances and agrees to ensure that the payment will be made in full.
17. **Cancellation Fees:** The Hirers may incur cancellation fees when cancelling or changing the Hire.  
More than 14 days before day one of your hire: 100% of full hire value refunded.  
Between 14 and 7 days before day one of your hire: 25% of full hire value refunded.  
Less than 7 days before day one of your hire: 0% of full hire value refunded (No refund available).  
The deposit is non-refundable in all scenarios above.

#### **General Terms and Provisions:**

18. **Contract of Hire:** The placing of an order for equipment by the Hirer or the issuing of a sales invoice by Supreme constitutes a contract which binds the Hirer to accept these conditions and our full terms and conditions of business.
19. **Termination:** Supreme may terminate the hire contract under these terms and conditions, either immediately or at any time after that by notice to the Hirer and no payment subsequently accepted by Supreme without knowledge of such termination shall in any way prejudice or affect the operation of this clause if the Hirer:
  - 19.1. Fails to pay any Rentals or other sums payable under these conditions or under any other agreement between the Hirer and Company, in full within 14 days of such sums becoming due (whether demanded or not)
  - 19.2. Commits a breach of any of the other terms and conditions of the contract (whether express or implied)
  - 19.3. Does or causes to be done anything, which in the opinion of Supreme may jeopardise Supreme's rights in the Equipment.
  - 19.4. Is involved in any legal process (whether directly or indirectly) that results in a levy on or against any of the hired equipment, or against any premises where the equipment is, or against any of the Hirer's goods or other property, or the hirer permits any judgement against it to remain unsatisfied for seven days.
  - 19.5. Suffers an interim order (as an individual) under the Insolvency Act or enters into a voluntary arrangement or suffers the making of a statutory demand or the presentation of a petition for a bankruptcy order.
20. **Force Majeure:** Supreme is not liable for any failure to supply a product or service where that failure is wholly caused by an event that could not reasonably have been foreseen, forestalled or prevented. This may include (but is not limited to) acts of war, terrorism, or natural disasters.
21. **English Jurisdiction:** All agreements, contracts and transactions entered into with Supreme Sound & Vision will be bound and governed by English Law. This document supersedes all previous terms and conditions of hire.