



**Woodley Moss LTD Terms and Conditions
for Equipment Hire**

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Terms and Conditions

Definitions:

“We, “Us”, “Our” means Woodley Moss LTD as the Hiree of The Equipment.

“The Hirer” means the person/s or organisation/s named as The Hirer on the Equipment Hire Agreement and/or person/s or organisation/s booking and purchasing the hire of The Equipment.

“The Equipment” means the items listed in the Equipment Hired section of this Equipment Hire Agreement and any equipment hired out by Woodley Moss LTD.

“Parties” means both Woodley Moss LTD and The person/s or organisation/s named as The Hirer on this Equipment Hire Agreement.

1.0 Collecting and Returning The Equipment

- 1.1 The Hirer shall demonstrate a valid form of Photo ID and allow us to take photographs of said ID prior to obtaining The Equipment. This may be done upon Collecting The Equipment from Our premises or upon Us delivering The Equipment at the Place Of Use.
- 1.2 If it has been arranged that We will deliver The Equipment, The Hirer accepts the following:
 - 1.2.1 The delivery time of The Equipment is the same as the Start of the Period Of Hire unless communicated and agreed otherwise by both Parties prior to signing this Equipment Hire Agreement.
 - 1.2.2 The Hirer or a suitable authorised representative must be present and available at the Venue listed in the Place Of Use at the Start time of the Period of Hire to accept delivery.
 - 1.2.3 In the event that We are unable to deliver The Equipment due to the absence of The Hirer or a suitable authorised representative from the Place Of Use or agreed location, additional delivery charges will be incurred at the same price as the original cost of delivery. Such additional charges must be paid by The Hirer in full prior to redelivery.
 - 1.2.4 The Hirer will ensure that the location or Venue where any services are to be performed is, where necessary, cleared and prepared prior to Our arrival to allow necessary unloading space.
- 1.3 If it has been arranged that The Hirer will Collect The Equipment, The Hirer accepts that the Start of The Period Of Hire is also the agreed time for Collection of said Equipment from Our premises unless otherwise determined and agreed by both Parties.
- 1.4 If an authorised third party is used to Collect and / or Return The Equipment on behalf of The Hirer, The Hirer is liable for any Equipment that is damaged, lost, stolen, abused or tampered with while in the custody of the third party.
- 1.5 If it has been arranged that We will Collect The Equipment from the Place Of Use, The Hirer accepts the following:
 - 1.5.1 The Hirer will ensure the Equipment Hired is Available For Collection by Us by the End of the Period Of Hire.
 - 1.5.2 The Hirer will ensure that the location or Venue where any services are to be performed is, where necessary, cleared and prepared prior to Our arrival to allow necessary loading space.
- 1.6 If it has been arranged that The Hirer will Return The Equipment, The Hirer accepts that the End of The Period Of Hire is also the agreed time by which The Equipment must be Returned.

2.0 Period of Hire

- 2.1 The agreed duration of hire of The Equipment is stated in the Period Of Hire section of this Equipment Hire Agreement with the commencement of hire identified as the Start of the Period Of Hire and the cessation of hire identified as the End of the Period Of Hire.
- 2.2 If The Hirer wishes to extend the duration of hire, they may do so at any time prior to the End of the Period Of Hire. The Hirer must contact Us directly to arrange such an extension and We shall use our best and reasonable endeavours to satisfy such requests but cannot guarantee the availability of The Equipment to The Hirer beyond the pre-existing Period Of Hire.
- 2.3 If The Hirer wishes to Return or arrange for Us to Collect The Equipment prior to the End of the Period Of Hire, The Hirer must contact Us directly to request such an arrangement and We shall use our best and reasonable endeavours to satisfy such requests but cannot guarantee the possibility to Return or Collect The Equipment prior to the already stated End of the Period Of Hire.
- 2.4 We reserve the right to recall and repossess any or all of The Equipment immediately at any time. The Hirer agrees to Our right to enter the premises of the location of said Equipment at any time in the event that We deem it necessary and exercise said right such as, but not limited to the conditions in sub-clause 7.1 and sub-clause 7.2. The Hirer will be charged for any costs associated with such recovery.

3.0 Damage Deposit

- 3.1 The Hirer will pay a Damage Deposit in full at a cost that We deem appropriate depending on the total value of The Equipment Hired prior to the Start of the Period Of Hire. The value of said Damage Deposit will be set out in the Cost Of Hire in this Equipment Hire Agreement.
- 3.2 From the End of the Period Of Hire We shall have an inspection period of 48 hours within which to fully examine and test The Equipment before determining the Condition in which it is Returned or Collected in.
- 3.3 We will refund the Damage Deposit to The Hirer in full after the inspection period if We determine that the following conditions have been met:
 - 3.3.1 The Equipment is Returned by The Hirer or Collected by Us in the same Condition as stated in the Equipment Hired section of this Equipment Hire Agreement.
 - 3.3.2 The Equipment has been Returned or is Available For Collection by the End of the Period Of Hire.
 - 3.3.3 At no point in time have any of the Terms & Conditions of this Equipment Hire Agreement been broken by The Hirer.
- 3.4 We reserve the right to keep the Damage Deposit either in part or in full if any of the Terms & Conditions of this Equipment Hire Agreement have been broken or if The Returned Equipment requires cleaning and / or maintenance that We consider to be beyond the boundary of normal wear and tear.

4.0 Fees, Payment & Cancellation

- 4.1 The Total Agreed Cost of Hire includes any and all Optional Extras selected by The Hirer and agreed by Us.
 - 4.1.1 If The Hirer wishes to book a Sound Engineer for the event, they will state in hours the duration of time that they wish to hire said Sound Engineer for as to enable Us to calculate the cost of such service.
 - 4.1.2 A 60 minute period or part of constitutes as one hour's hire.

- 4.2 The Hirer will pay the Total Agreed Cost Of Hire in full prior to the Start of the Period Of Hire unless communicated and agreed otherwise by both Parties prior to signing this Equipment Hire Agreement.
- 4.3 Upon booking The Hirer will pay a non-refundable 25% deposit which will then be deducted from the Total Agreed Cost Of Hire. The remaining 75% of the Total Agreed Cost of Hire due must be paid prior to the Start of the Period Of Hire and may be paid immediately at the time of booking.
- 4.4 If The Hirer fails to pay the Total Cost of Hire prior to the Start of the Period of Hire for whatsoever reason We reserve the right to cancel the hire of The Equipment with immediate effect and retain any and all costs that have been paid up to that point.
- 4.5 If any of the Equipment Hired is not Returned or Available for Collection by the End of the Period Of Hire The Hirer agrees to pay for the continued hire of said Equipment at Our published daily hire rate for up to 7 days.
- 4.6 If any of The Equipment Hired is not Returned or Available for Collection within 7 days from the End of the Period Of Hire The Hirer agrees to pay the full cost of replacement of said Equipment within 21 days of the pre-existing End of the Period Of Hire.
- 4.7 If sub-clause 2.2 of the Terms & Conditions of this Equipment Hire Agreement is carried out successfully, The Hirer will pay for the additional hire of The Equipment at Our published daily hire rate.
 - 4.7.1 A 24 hour period or part of constitutes as one day's hire.
- 4.8 If sub-clause 2.2 of the Terms & Conditions of this Equipment Hire Agreement is carried out successfully, We shall retain the payment by The Hirer of the pre-existing Total Agreed Cost of Hire.
- 4.9 The Hirer may cancel the hire The Equipment at any time prior to the Start of the Period Of Hire. In the event of this We will retain the cost of the 25% deposit and refund the remaining Total Agreed Cost Of Hire to The Hirer.
- 4.10 If The Hirer wishes to rearrange the dates of hire of The Equipment, they must contact Us directly to submit such a request and We shall use our best and reasonable endeavours to satisfy such requests but cannot guarantee the availability of The Equipment to The Hirer beyond the pre-existing Period Of Hire.
 - 4.10.1 The Hirer may only rearrange the dates of hire once without the requirement to pay an additional 25% deposit. If the duration of the Period Of Hire has changed from the pre-existing duration, the cost of hire will be reassessed by Us and may change in accordance. The new cost will be communicated and agreed by both Parties prior to confirming the rearranged Period Of Hire.
 - 4.10.2 If The Hirer wishes to rearrange the dates of hire a second time or more, it will be considered a new booking and The Hirer must pay a new non-refundable 25% deposit of the new Total Agreed Cost Of Hire. This will be deducted from the new Total Agreed Cost Of Hire but does not compound with the 25% deposit that has been paid upon the original booking.
 - 4.10.3 In the event that The Hirer cancels the booking after rearranging the dates of the Period Of Hire but prior to the up to date Start of the Period Of Hire, We will retain the new 25% deposit and refund the remaining new Total Agreed Cost Of Hire.

5.0 Use and Care of The Equipment

- 5.1 The Hirer agrees that all of The Equipment is in the Condition stated In the Equipment Hired section of this Equipment Hire Agreement at the Start of the Period Of Hire.

- 5.2 The Hirer agrees that the covers and cases that We have provided to store and transit The Equipment Hired in are a suitable means of protection whereby said Equipment is completely protected from any and all threats to its Condition from the elements and under normal care. Any functional or cosmetic damage that occurs to any of The Equipment is in no way related to the method of protection We have provided.
- 5.3 All of The Equipment will be used for the normal purpose for which it is designed.
- 5.4 No item of Equipment will be tampered with, abused or misused at any time.
- 5.5 If loss, damage or theft occurs to any item of The Equipment Hired while in the Custody Of The Hirer or third party at any moment, The Hirer will pay the full cost of replacement or repair to any and all affected items within 14 days of the End of the Period Of Hire.
- 5.6 By not requesting or requiring assistance of setup and instruction on how to use The Equipment Hired, they declare that they possess full competence and understanding on how to set up and use all The Equipment safely and as designed for service.
 - 5.6.1 The Hirer may not use fixings, stands or cables other than those supplied by Us.
 - 5.6.2 Any loss, damage or theft of The Equipment caused by misuse due to the non-familiarisation of said Equipment is the sole responsibility of The Hirer who will be charged for the cost of Replacement or Repair of any of the affected Equipment.
- 5.7 No person shall open The Equipment and thus expose the inner working mechanisms or interfere with any labelled information such as nameplates, signs, tags, serial numbers and / or other information.
- 5.8 In the event of any of The Equipment becoming damaged at any moment The Hirer will not request a third party to attempt to repair the issue or attempt to repair the issue themselves. It is the responsibility of The Hirer to stop using said Equipment immediately to prevent further damage.
- 5.9 No Equipment will be exposed to the elements (in particular water and spray) at any time and all Equipment will be kept protected to prevent physical contact from all persons other than authorised and competent representatives of The Hirer.
- 5.10 The Hirer will not lend, hire out or dispose any of The Equipment or remove it from the Venue listed in the Place Of Use section of this Equipment Hire Agreement. The Hirer must keep the Equipment in a suitable and safe environment at all times with the necessary care taken to prevent the occurrence of damage, theft and all other risks.

6.0 Indemnity & Liability

- 6.1 The Hirer will assume all responsibility for loss or damage to persons or property and agree to release and hold Woodley Moss LTD harmless for any and all claims, actions, proceedings, costs, expenses of whatsoever nature, arising out of or related to the use of The Equipment while in the custody of The Hirer during the Period Of Hire and beyond.
- 6.2 The Hirer shall pay any and all legal fees, costs and expenses incurred by Woodley Moss LTD in protection of its rights under this Equipment Hire Agreement and for any action taken by Woodley Moss LTD to collect any amounts due to Woodley Moss LTD.
- 6.3 Once The Hirer has signed this Equipment Hire Agreement to demonstrate they completely understand and agree with all the Terms & Conditions of this Equipment Hire Agreement, Woodley Moss LTD shall not be held accountable for the condition or operation of The Equipment Hired during unmanaged events.

7.0 Termination

7.1 Where The Hirer is an individual, We shall be entitled to terminate this Equipment Hire Agreement in the event that:

7.1.1 The Hirer is in breach of any Terms & Conditions of this Equipment Hire Agreement.

7.1.2 The Hirer has a receiving order made against them.

7.2 Where The Hirer is a company, We shall be entitled to terminate this Equipment Hire Agreement in the event that:

7.2.1 The Hirer is in breach of any Terms & Conditions of this Equipment Hire Agreement.

7.2.2 The Hirer goes into either voluntary or compulsory bankruptcy or liquidation.

7.3 In the event of termination of this Equipment Hire Agreement for any of the above reasons all payments required under this Equipment Hire Agreement shall become due and immediately payable.