

AU-SGAhir02

Hire agreement for audio-visual or other equipment

Terms and conditions

These are the terms and conditions subject to which we allow you to hire our Equipment. By signing _____,

We are [trade name], a company registered in [country], number [company number]
[] (" ")

You are: Anyone who hires the Equipment from the (" ")

It is now agreed as follows:

1. Definitions

These definitions apply unless the context _____ :

"Charges" means the hiring fee and includes all cost related in _____.

"Deposit" means a sum paid by you to us as a bond against the possibility of loss or damage to the Equipment while _____.

"Equipment" means the subject matter of this agreement as _____.

"Hire Period" means the period of time within which you are entitled _____.

"Quotation" means a fixed price offer by us to you which you have accepted, a copy _____.

"Services" means the hire of Equipment and any other services we _____.

"Site" means the place where the Equipment is to _____.

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. a reference to one gender shall include any or all genders and a reference to the singular may be interpreted
- 2.2. a reference to a person includes a human individual, a corporate entity and any organisation
- 2.3. a reference to a person or party includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as
- 2.4. in the context of permission, "may not" in connection with an
- 2.5. the headings to the paragraphs and schedules (if any) to this agreement are inserted
- 2.6. any agreement by any party not to do or omit to do something includes an obligation not to allow some
- 2.7. all money sums mentioned in this agreement are calculated net of GST, which
- 2.8. these terms and conditions apply to all supplies of Services by us. They

3. The basic contract

- 3.1. This is a hire agreement. We own the Equipment and hire it to you for the Hire Period, for a Charge. You may not deal with the Equipment in any way which is contrary to our ownership of
- 3.2. The Hire Period is [\[six months\]](#) from
- 3.3. The Quotation is an invitation to hire. Neither of us is bound to a legal
- 3.4. This agreement and the Quotation together contain the entire agreement between us and supersede all previous agreements and

understandings between us. By signing, you

- 3.5. Risk in the Equipment passes immediately to you when the Equipment leaves our possession. That means you are responsible for taking care of it.

4. Delivery

[Alternative 1: Where the Owner is responsible

]

- 4.1. If you ask us to deliver the Equipment, and we agree, we shall have given you a price for delivery as part of our Charge. That Charge must be paid in advance when you pay for the hire contract. Delivery will be made by us [or the carrier] to your

- 4.2. We require [7] days' notice of your requirement and

- 4.3. If we are not able to deliver the Equipment within [14] days of the date of this agreement, we shall

[Alternative 2: Where the Hirer is responsible

]

- 4.4. You are responsible for collecting the

- 4.5. You may not use the Equipment at any other

- 4.6. If you pick up Equipment from :

- 4.6.1 we will not be able to assist you

;

- 4.6.2 the Equipment is at your risk from the moment it is picked up by you or your [/ /];

4.6.3 you agree that you are responsible for everything that happens after you take possession of the Equipment, both on and off our premises,

4.7. Dates given for the delivery of Services are estimates only. We shall not be liable for any loss or

5. Charges and Deposit: payment procedure

5.1. All Charges are specified in the Quotation.

5.2. All the payments may be made by [cheque, cash, credit card]

5.3. The Deposit specified in the Quotation shall be paid by you

5.4. The Deposit will be repaid to you after you have returned the Equipment and we have

5.5. The Deposit will be returned to your credit card or bank account through the

5.6. If we have reason to make a deduction from the Deposit, we will tell you the reason and the sum deducted. We shall never deduct

5.7. If you cancel an order after you have contracted to hire Equipment, we shall have lost money. You agree that we may reasonably charge you not more than 50% of the Charges in the event of cancellation by you.

5.8. If we owe you money for repayment of the Deposit (or any other reason), we will credit your credit or debit card as soon as reasonably practicable but in any event

[14]

6. Payment on running credit account

This paragraph applies only if credit facilities have

6.1. Payment is due to reach our account before the last day of

6.2. On request, we will supply

6.3. Our accounting system will automatically charge interest

[1]

6.4. If money due remains overdue after one month, the rate we charge will be [1 . 5]

6.5. All sums due under this agreement:

6.5.1 shall be made in full, without any set-

6.5.2 shall be paid in

['] .

OR

6.5.3 [specify method of payment and due date]

6.6. Where credit has been agreed in writing between

30

6.7. No right of set off shall arise.

7. Equipment not as ordered

7.1. We shall

:

7.1.1 the Equipment

;

7.1.2 is of /

7.2. Immediately upon taking possession of any Equipment, you should examine

,

,

.

7.3. If you find any defect in the quality or quantity of the Equipment, or a failure to comply with

,

[7]

,

.

7.4. If you claim that the Equipment was ,

.

7.5. In returning a defective Equipment please

.

8. Breakdown and repair

8.1. You must inform us

.

8.2. If we delivered the Equipment to you, you must tell us your availability for us to come to the

.

,

.

8.3. If we agree that there is a fault in the Equipment, you may choose whether we should replace

[

/

]

,

.

.

8.4. We will repair

:

8.4.1 the defect is reported to [12]

;

8.4.2 the defect results only from faulty design;

8.4.3 you have returned the

.

8.5. If we repair or replace Equipment, you have no

,

.

8.6. If you have been negligent in your care or use

,

.

9. Hirer's other obligations

You agree that you will:

9.1. not permit any

.

9.2. not take the Equipment to

,

.

9.3. use the Equipment only in accordance

[

].

9.4. insure against usual business

.

9.5. keep the

,

.

9.6. not take the

[

].

9.7. allow us to come on Site at any

,

,

,

.

9.8. return the Equipment to us [/].

9.9. not attempt to repair or .

10. Loss or damage caused by third parties

10.1. You must inform us .

10.2. You undertake to report the theft to us and to , - .

11. Disclaimers and limitation of liability

11.1. Conditions, warranties or other terms implied by , .

11.2. Our business is to hire equipment. We claim no expert knowledge in .
[] .

11.3. We are not liable :

11.3.1 the Equipment ;

11.3.2 the Equipment has been repaired ;

11.3.3 the model or serial number , , .

11.4. We makes no :

11.4.1 useful to you;

11.4.2 of satisfactory quality;

11.4.3 fit for a particular purpose;

11.5. We do not give any warranty, representation or

.

11.6. We shall not be

:

11.6.1 indirect or consequential loss; or

11.6.2 economic loss or other loss of turnover, ,

.

11.7. Except in the case of death or personal injury, our total liability, arising in ,

\$ [10 , 000].

,

.

11.8. This paragraph (and any other paragraph which excludes or restricts) ,

, , ,

.

12. Termination

This agreement terminates

:

12.1. at the expiry of a fixed Hire

[],

;

12.2. if the Hire Period is not ,

[] .

12.3. we give you notice that we are terminating the agreement

, ,

[

].

12.4. if the Hirer or any

13. You indemnify us

You agree to indemnify us

13.1. your failure to comply with the law;

13.2. your breach of this agreement;

13.3. any act, neglect or

13.4. a contractual claim

and for the purpose of this paragraph you agree that the

\$[100 . 00]

14. Miscellaneous matters

14.1.

14.2.

14.3.

14.4.

14.5.

14.6.

14.7.

14.8.

It shall be deemed to have been delivered:

14.9.

14.10.

14.11.

, [].

14.12. ,

[].

Signed by you

[personal full name]

on behalf of: [name]

Schedule: The Quotation - two alternatives

1 :

The Quotation

Owner [Owner name and address]

Hirer name [name]

Hirer address [address]

Description of the Equipment hired

[,]

Delivery / collection

[.]

Additional services

[- + +]

Pick-up or latest delivery date

Return or latest pick-up date

Site address, delivery and use

Charges

Set out precise hire and other charges,

[Shows and total charge]

, ,
.

Signature of Hirer

Date signed: [date]

2 :

The Quotation

: []

Hirer name: [name]

Hirer address: [address]

Description of equipment hired

[,]

Delivery / collection

[.]

Additional services

[- + +]

Pick-up or latest delivery date

Return or latest pick-up date

Site address, delivery and use

Charges

Set out precise hire and other charges,

Deposit

Date balance of hire charges due

Additional contract notes

Signature of Hirer

Full address of Hirer: [\[address\]](#)

[]

Explanatory notes:

Hire agreement for audio-visual or other equipment

Paragraph specific notes:

Notes referable to each numbered paragraph

1. Definitions

Every business is different, not only in terms of the goods or service being offered, but also the processes. The defined terms that

By all means use the search and replace function in your word processor to change them, either to other general adjectives, or to specific product or service names. For example, we use “Equipment”. You might decide to

But if you do change the defined word, make sure it applies to every use of it in the document. Remember too, that when a word or phrase is defined, the defined meaning capitalised,

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered in the context of this agreement and has been included for a purpose.

3. The basic contract

This paragraph is concerned with the basics. It is important to make clear when the contract comes into effect. Without specifying, your quotation will be regarded as an offer and payment by your

4. Delivery

There are many possible arrangements you could make. We have therefore provided a menu of possibilities. Choose the

5. Charges and Deposit: payment procedure

You must edit this paragraph to make

6. Payment on running credit account

This paragraph is useful where the hirer is a company. If

There is no need to write into your terms your requirements for giving credit nor is this paragraph all necessary. We have included it

The only contractual requirement is the charging of interest. Most customers assume that if they pay late, there will be no problem. That is unfair to the seller. This provision is written to give

The mention of "not a penalty" is necessary because a higher rate of

7. Equipment not as ordered

We have provided a sensible set of terms. However, the law provides that if you sell

We have added provisions for your

8. Breakdown and repair

This paragraph is a matter for your commercial judgement. If the equipment is faulty, your legal obligation is to repair or

9. Hirer's other obligations

A set of commercial provisions. The level to which usage, repairs and maintenance must be maintained is

10. Loss or damage caused by third parties

This is

11. Disclaimers and limitation of liability

We have given you very strong

The law is complicated and much depends on the facts of

You will see that we have also included in the provision for

12. Termination

It is important for the owner to step in to terminate the agreement if something should go

What terms you

12.4

13. You indemnify us

We suggest no 13.3

14. Miscellaneous matters

A number of special points. We have identified each of these as important to

Schedule: The Quotation

At the end of these terms we have provided two alternatives of "Quotation".

()

In either case, the quotation

End of notes