

CA-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 [redacted] , [redacted] [redacted] .

We are [trade name], a company registered in [country], number [company number] [redacted] ([redacted] “ [redacted] ”)

You are: Anyone who hires the Equipment from the [redacted] ([redacted] “ [redacted] ”)

It is now agreed as follows:

1. Definitions

These definitions apply unless the context [redacted] :

Charges: means the hiring fee and includes all cost related in [redacted] [redacted] .

Deposit: means a sum paid by you to us as a bond against the possibility of loss or damage to the Equipment while [redacted] [redacted] .

Equipment: means the subject matter of this agreement [redacted] [redacted] .

Hire Period: means the period of time within which you are [redacted] [redacted] .

Quotation: means a fixed price offer by us to you which you have accepted, a copy [redacted] .

Services: means the hire of Equipment and any other services we [redacted] [redacted] .

Site: means the place where the Equipment is [redacted] [redacted] .

2. Interpretation

In this agreement unless the context otherwise requires:

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. Equipment not as ordered

6.1. We shall use all reasonable endeavours :

6.1.1 the Equipment complies with its description
..... ;

6.1.2 is of satisfactory quality and/..... ;

6.2. Immediately upon taking possession of any Equipment, you should examine it and satisfy yourself that it complies with the Quotation, is of ,
..... .

6.3. If you find any defect in the quality or quantity of the Equipment, or a failure to comply with the Quotation, you must immediately inform us of that defect. If no notice is received by us within [14]
..... ,
..... .

6.4. If you claim that the Equipment was ,
.....
..... .

6.5. In returning defective Equipment, please
.....
..... .

7. Breakdown and repair

7.1. You must inform us
..... .

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

- 8.6. not take the Equipment out of Canada.
- 8.7. allow us to come on Site at any [REDACTED]
[REDACTED], [REDACTED], [REDACTED], [REDACTED]
[REDACTED].
- 8.8. return the Equipment to us [REDACTED] [REDACTED]
[REDACTED] / [REDACTED].
- 8.9. not attempt to repair or [REDACTED]
[REDACTED].

9. Loss or damage caused by third parties

- 9.1. You must inform us [REDACTED]
[REDACTED].
- 9.2. You undertake to report the theft to us and to [REDACTED], [REDACTED]
[REDACTED] - [REDACTED]
[REDACTED].

10. Disclaimers and limitation of liability

- 10.1. Conditions, warranties or other terms implied by [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 10.2. Our business is to hire equipment. We claim no expert knowledge in [REDACTED]
[REDACTED]
[REDACTED] [REDACTED].
- 10.3. We are not liable [REDACTED]. [REDACTED]
[REDACTED]:
- 10.3.1 the Equipment [REDACTED]
[REDACTED];
- 10.3.2 the Equipment has been repaired [REDACTED]
[REDACTED]
[REDACTED];

- 11.2. if the Hire Period is not [redacted], [redacted] [redacted].
- 11.3. we give you notice that we are terminating the agreement [redacted] [redacted], [redacted], [redacted] [redacted] [redacted].

12. You indemnify us

You agree to indemnify us [redacted], [redacted] [redacted] :

- 12.1. your failure to comply with the law;
- 12.2. your breach of this agreement;
- 12.3. a contractual claim [redacted] [redacted].

and for the purpose of this paragraph you agree that the [redacted] [redacted] [redacted] [redacted] \$[100 . 00] [redacted] [redacted] [redacted].

13. Miscellaneous matters

- 13.1. No amendment or variation [redacted] [redacted], [redacted].
- 13.2. So far as any time, date or period is mentioned in this agreement, [redacted] [redacted], [redacted] [redacted] [redacted] [redacted].
- 13.3. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated [redacted], [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted].

Additional contract notes

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....., [.....]

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.....,,

Signature of Hirer

Full address of Hirer

..... : [.....]

There are many possible arrangements you could make. We have therefore provided
.....

5. Charges and Deposit: payment procedure

You must edit this paragraph to make
.....

6. 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
.....

7. Breakdown and repair

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

8. Hirer’s other obligations

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

9. Loss or damage caused by third parties

This is reasonable. We

10. 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
.
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11. Termination

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

What terms you
.

12. You indemnify us

We suggest no edits.

13. Miscellaneous matters

A number of special points. We have identified each of these as important to
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,
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Schedule: The Quotation

At the end of these terms we have provided two alternatives of "Quotation".
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In either case, the quotation
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End of notes