E-SGAhir01

Hire agreement for audio-visual or other equipment B2B

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 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

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2. Interpretation

In this agreement unless the context otherwise requires:

2.1. a reference to a person includes a human individual, a corporate entity and any organisation [redacted].

2.2. any reference to a person made in the agreement is to be [redacted].

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 [redacted].

2.4. in the context of permission, “may not” in connection with an [redacted] “[redacted]”.

2.5. the headings to the paragraphs and schedules (if any) to this agreement are inserted [redacted].

2.6. any agreement by any party not to do or omit to do something includes an obligation not to allow some [redacted];

2.7. all money sums mentioned in this agreement are calculated net of VAT, which [redacted].

2.8. these terms and conditions apply to all supplies of Services by us. They [redacted].

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 [redacted].

3.2. The Hire Period is [six months] from [redacted].

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3.3. The Quotation is an invitation to hire. Neither of us is bound to a legal ■ ■ ■

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 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

■ ■ ■

7. Equipment not as ordered

7.1. We shall [redacted] :

7.1.1 the Equipment [redacted] ; [redacted]

7.1.2 is of [redacted] / [redacted] ;

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

7.3. If you find any defect in the quality or quantity of the Equipment, or a failure to comply with [redacted] , [redacted] . [redacted] [7] [redacted] , [redacted] .

7.4. If you claim that the Equipment was [redacted] , [redacted] .

7.5. In returning defective Equipment, please [redacted] .

8. Breakdown and repair

8.1. You must inform us [redacted] .

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

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

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■ , ■ ■ ■

9.7. allow us to come on Site at any [redacted] , [redacted] , [redacted] , [redacted] .

9.8. return the Equipment to us [redacted] [[redacted] / [redacted]].

9.9. not attempt to repair or [redacted] .

10. Loss or damage caused by third parties

10.1. You must inform us [redacted] .

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

11. Disclaimers and limitation of liability

11.1. Conditions, warranties or other terms implied by [redacted] , [redacted] .

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

11.3. We are not liable [redacted] :

11.3.1 the Equipment [redacted] ;

11.3.2 the Equipment has been repaired [redacted] ;

11.3.3 the model or serial number [redacted] , [redacted] , [redacted] .

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11.4. We makes no [redacted] :

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 [redacted] .

11.6. We shall not be [redacted] :

11.6.1 indirect or consequential loss; or

11.6.2 economic loss or other loss of turnover, [redacted] , [redacted] .

11.7. Except in the case of death or personal injury, our total liability, arising in [redacted] , [redacted] € [10 , 000]. [redacted] , [redacted] .

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

12. Termination

This agreement terminates [redacted] :

12.1. at the expiry of a fixed Hire [redacted] [[redacted]], [redacted] ;

12.2. if the Hire Period is not [redacted] , [redacted] [[redacted]] [redacted] .

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12.3. we give you notice that we are terminating the agreement [redacted] [redacted] [redacted] [redacted] [redacted]].

12.4. if the Hirer or any [redacted] .

13. You indemnify us

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

13.1. your failure to comply with the law;

13.2. your breach of this agreement;

13.3. any act, neglect or [redacted] [redacted] [redacted] ;

13.4. a contractual claim [redacted] .

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

14. Miscellaneous matters

14.1. [redacted] [redacted] .

14.2. [redacted] [redacted] [redacted] [redacted] [redacted] .

14.3. [redacted] [redacted] [redacted] [redacted] [redacted] [redacted]

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[redacted].

14.4. [redacted].

14.5. [redacted].

14.6. [redacted].

14.7. [redacted].

14.8. [redacted].

It shall be deemed to have been delivered:

[redacted]:

[redacted]:

[redacted] 72 [redacted];

[redacted]-[redacted]-[redacted]: [redacted] 24 [redacted]-[redacted].

14.9. [redacted].

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14.10. [redacted], [redacted], [redacted].

14.11. [redacted], [redacted], [[redacted]].

14.12. [redacted], [redacted].

Signed by you

[personal full name]

on behalf of:[name]

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Schedule: The Quotation - two alternatives

■ ■ ■ ■ *1 :* ■ ■ ■

Signature of Hirer

Date signed: [date]

■ ■ ■ ■ *2 :* ■ ■ ■

Additional contract notes

[redacted].

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

[redacted], [redacted].

[redacted].

[redacted], [redacted].

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

Signature of Hirer

Full address of Hirer: [address]

[redacted] [[redacted]]

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Explanatory notes:

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General notes

Terms may overlap to give you the option of which to choose. This agreement has been drawn to be tough on your customer. We have assumed he may be far away and that ■ ■ ■

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 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ . ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

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 ■■■

13. You indemnify us

We suggest no edits.

14. Miscellaneous matters

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

Schedule: The Quotation

At the end of these terms we have provided two alternatives of “Quotation”. [redacted].

In either case, the quotation [redacted].

End of notes

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