

UK-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 VAT, 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. Cancellation terms: hired Equipment

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("the Regulations") you have a right to cancel

- 6.1. This contract comes into existence on the day
- 6.2. As required by the Regulations, details of our after-hiring service and guarantees, if any,
- 6.3. You may cancel this contract within 14 days of entering into it. That means we will not be able to hand over the possession of the Equipment for 14 days. To avoid this situation and enable you to take the Equipment immediately, the law provides that you must instruct us to deliver as soon as we can
- 6.4. Apart from your cancellation right, termination of this contract will be regulated under
- 6.5. If you cancel this contract within 14 days then we will refund any money
- 6.6. If you did instruct us to deliver the Equipment immediately after giving up your cancellation right, you may still cancel the contract at any
  - 6.6.1 you are responsible for the cost of returning the Equipment. We have no obligation to refund to you,
  - 6.6.2 you will owe us for work done(any) to that date
  - 6.6.3 if the Equipment you return, show any sign of damage [\[or loss due to your usage\]](#) then we
  - 6.6.4 to assist us in identifying your Equipment on receipt by us, we ask you to provide telephone [\[number\]](#) for

- 6.7. If you cancel this contract in compliance with these terms, we will refund 14 .
- 6.8. If you require us to deliver the Equipment sooner than 14 days after the contract has been made, you must instruct us to do so in the terms attached to this agreement. If ,
- 14 .

## 7. Equipment not as ordered

- 7.1. We shall use all reasonable endeavours :
- 7.1.1 the Equipment complies with its description ;
- 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 , ,
- [ 14 ] , .
- 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 [ 1 ]

;

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 .
- 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 ].

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11.8. This paragraph (and any other paragraph which excludes or restricts the liability of Company) applies

, ,

, ,

(

(

) 1999 ,

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## 12. Termination

This agreement terminates

□

□

12.1. at the expiry of a fixed Hire

$$[ \quad ] ,$$

•  
,

12.2. if the Hire Period is not \_\_\_\_\_,

$$[\quad]$$

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

[  
].

### 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. a contractual claim

■

and for the purpose of this paragraph you agree that the

£[ 100 . 00 ]

■

## 14. Miscellaneous matters

14.1. No amendment or variation

14.2. So far as any time, date or period is mentioned in this agreement,

1

14.3. 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

14.4. The rights and obligations of the

14.5. Any obligation in this agreement

14.6. No failure or delay by any party to exercise any right,

14.7. The parties agree that

14.8. Any communication to be served on either party by

It shall be deemed to have been delivered:

if delivered :

;

if sent by post : 72

;

If sent by e-mail to the address from which the receiving party has last sent e-mail: 24

-

. [

-

.

,

]

14.9. In the event of a dispute between the parties to this agreement,

14.10. This agreement does not give any right to any third party under the  
Contracts (Rights of Third Parties) 1999 ,

, , ,  
 ,  
 .

14.11. Unless this agreement says otherwise, neither party shall be liable for  
any

, [

].

14.12. The validity, construction and performance of this agreement shall be  
governed by the laws of [ / /

]

[

/ / ].

Signed by you

[personal full name]

on behalf :

[name]

## Schedule: The Quotation - two alternatives

### *Alternative 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,

[Show VAT and total charge]

, ,  
.

**Signature of Hirer**

**Date signed:** [date]

**2 :**

## **The Quotation**

**Owner** [Owner name and address]

**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**

: [ ]



## Early Start and Cancellation Rights

- (
- ,
- ) 2013 .
- .
- 14 , , .
  - , , , .
  - .

### How to instruct us to start immediately

1. 14 , .
2. , .
3. , 14 .

### If you want to cancel later

1. , . , . - :

[enter Owner's address]

[e-mail]

2.

,

.

## Request to Start Work

To,

[enter Owner's name]

[address]

[email]

/

(

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/

14

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/

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)

.

Instructed on: [date]

Hirer name:

Hirer address:

Signature: (If not via internet, signature must be on paper or in email message)

Date:

## Model Cancellation Form

To

[enter Owner's name]

[address]

[email]

/ / /

:

Hirer name:

Hirer address:

Signature: (If not via Internet signature must be on paper or in email message),

Date:

# Explanatory notes:

## Hire agreement for audio-visual or other equipment

### General notes

#### 1. About the Consumer Contracts (ICAC) Regulations 2013

For a service provider the Regulations are quite complicated. Their application precisely depends on the place you enter into a contract with a client. We have written a number of [articles explaining each point](#).

To keep it simple, if you offer equipments for hire over the phone, website or at customer's doorstep and get this contract signed there before hiring the equipment, that is

If you do the same work at your workshop premises and get this contract signed there, then you are exempt and can delete

The main provisions of the Regulations which affect you are first, provision of information relating to your services and yourself;

The required information is explained fully in our article "[Information requirements for Distance and off premises Contract](#)". Here is a short version:

- a. description of the main characteristics of the hiring services and ;
- b. the total price of each service inclusive ;
- c. your identity, land address and full ;
- d. the arrangements for payment, delivery and performance ;
- e. the telephone cost of communicating if it is not calculated at ;
- f. the existence of your customer's right to cancel the contract; and the conditions, time limit ;
- g. the circumstances under which the customer loses the

Next, we will tell you about the

If a hirer asks you to provide equipment, he may cancel this contract within 14 days. If he has paid up front, and he does cancel, you must give him his money back. But there is a way out. If he instructs you to provide equipment before the 14 day period expires, and provided you have warned him that he will lose his right to cancel, then he has opted out

This document has been drawn so that your customer does opt out and you continue

## 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,

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

But if you do change the defined word, make sure it applies to every use of it in the document. Remember too,

You should first decide on the contents of the document, then return to check

### 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

### 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,

### 4. **Delivery**

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. **Cancellation terms: hired Equipment**

The Regulations leave you with no choice except to comply with the requirements as to explaining to your customer and providing the cancellation notice in

This paragraph sets out the "**standard**" limits allowing you to comply with the Regulations. We have included it so that your customer is aware

### **Early start and cancellation rights**

At the end of the terms document, we have provided the information you must provide to a

The first part is your notice to your customer. The second part asks your customer to exercise the opt out, so that cancellation does not apply. Your customer opts

We have also provided the required information about the cancellation notice followed by the model form. Make sure you give these to your customer

before he signs the .

,

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## **7. Equipment not as ordered**

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

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We have

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## **8. Breakdown and repair**

This paragraph is a matter for your commercial judgement. If

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## **9. Hirer's other obligations**

A set of commercial provisions. The level to ,

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## **10. Loss or damage caused by third parties**

This is .

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## **11. Disclaimers and limitation of liability**

We have given you very strong .

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The law is complicated and much depends on the facts of each case.

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

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## 12. Termination

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

What terms you

## 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

## Schedule: The Quotation

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

( )

In either case, the quotation

**End of notes**