

SOUND PRODUCTIONS

DOBSON SOUND PRODUCTIONS LTD 66 WINDSOR AVENUE MERTON LONDON SW19 2RR
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To: TBC
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From: Bill Woods
Date: 25 April 2007

Conditions of Hire

1. For the purpose of these conditions, 'The Company' shall be deemed to refer to 'Dobson Sound Productions Limited' and 'The Customer' to any company, partnership and individual who shall enter into any agreement with Dobson Sound Productions Limited. This contract shall be governed by English Law.
2. All equipment remains the property of the company.
3. Hire charges are based on the period of the contract irrespective of whether or not the equipment is in use.
4. Hire commences upon delivery to the Customer and ceases upon return to the Company. Equipment is not regarded as returned until it is checked and inspected by an authorised member of the Company's staff and a formal receipt issued by the company.
5. Equipment hired will be entirely at the Customer's risk during the hire period and the Customer will be responsible for any loss or damage thereto howsoever arising. The Customer undertakes responsibility for insuring equipment against 'all risks' to full replacement value. Any loss or damage to the equipment is to be reimbursed to the Company by the Customer to the full replacement value thereof.
6. The customer will be responsible for ensuring that any relevant regulations, rules or statutory provisions governing, or relating to, the use of the hired equipment are complied with during the period of the hire and the Company in no way assumes liability for the consequence of any non-compliance with any such regulations, rules or statutory provisions.
7. Equipment will be supplied to the Customer in normal working order, the Company's liability for any defect, or failure of the equipment hired is limited to the rectification of any defect or failure arising from normal usage.
8. The Customer undertakes to ensure that the Company's equipment shall not be used for any purpose beyond its capacity or in any manner likely to result in undue deterioration of the equipment.
9. The Company cannot be responsible for any injuries to personnel or damage to property consequential to and arising from any improper use of the equipment by the Customer, during the period of Hire.
10. Equipment must not be altered by the Customer or modified in any way. In particular, cables must not be cut and plugs and sockets must not be rewired by the Customer. Any equipment found to have been modified or in any way altered and any cables or components found to have been damaged by cutting or attempts at modification will be charged at replacement price upon return.
11. Any damage to, or failure of, or defect in any hired equipment must be notified to the Company within 24 hours of its occurrence, and be confirmed in writing within three days of initial notification. In the absence of such notification the Customer will be charged with the cost of repair and replacement.
12. The Customer will be responsible for advising the Company as to the location of the hired equipment during the period of hire and in any change of location.
13. No equipment hired from the Company may be taken outside the Mainland of Great Britain, either to any offshore island or to any foreign country without the written consent of the Company.
14. It is an express condition of the hire that the Customer shall not offer for hire to any third party or parties any equipment which is the property of the Company, without the written consent of the Company.
15. If agreed charges are not paid on the due date then the Company will reserve the right to repossess the hired items and will not be liable for any damage or loss which may be suffered by the Customer as a consequence of any such repossession.
16. In event of any equipment ordered not being available for hire through circumstances beyond the control of the Company, the Company reserves the right to substitute equipment of similar quality for all or part of the duration of hire.
17. No information or data contained in any of the Company's catalogues or price lists shall be deemed to constitute any part of a contract of hire, such information being for the purpose of general description only.
18. Before issuing any equipment of hire, the Company may require a deposit from the Customer which may be any sum up to the full replacement cost of the equipment hired. Similarly, the Company may, at its discretion require payment of the full hire charge in advance.