

Hire terms and conditions

We are DM Audio Ltd, Unit 7/1, Newhailes Industrial Estate, Edinburgh EH21 6SY. If we agree to hire any audio goods or components to you ("the Equipment"), this will be subject to the following terms and conditions.

1 General

- 1.1 If you are hiring on behalf of a business or organisation you confirm that you have the necessary authority to enter into this contract on behalf of that business or organisation, and that you will indemnify us against all losses and expense which may be incurred if this is not the case.
- 1.2 We reserve the right to decline some or all of your order, for any reason.

2 Contract

- 2.1 You may place your hire order with us by email, phone, fax, mail or in person.
- 2.2 We will provide you with an order quote confirming availability (or otherwise) of the Equipment and stating total costs including installation, delivery or other applicable charges. We will also provide you with a set of these terms and conditions.
- 2.3 The contract between us will be formed when you advise us that you accept the order quote.

3 Hire Charges

- 3.1 Our hire charges and all other applicable charges will be as shown in the order quote. The order quote will also show the date the charges will start from and the period of the hire.
- 3.2 You should return all Equipment to us no later than 12 noon on the date shown on the contract and all equipment should be clean and in good working condition.
- 3.3 You agree to reimburse us for all costs in connection with cleaning, repairing or replacing Equipment not returned in clean and good working condition and will be liable for charges at the daily rate shown in the order quote for the period of such repair or replacement.
- 3.4 We reserve the right to impose additional charges at the daily rate for the period in which any item of Equipment is not available for use by our other customers because of your breach of these terms and conditions.
- 3.5 Where cables are returned to us not properly coiled and taped and/or with rigging tape still attached, an additional charge of £1 inclusive of VAT per cable will be charged.
- 3.6 Where we have taken a deposit we may retain the whole or part of this in order to set against any liability you have to us in relation to the hire of the Equipment.

4 Payment

- 4.1 At our discretion we may ask for payment in full prior to delivery, payment within 30 days of delivery, or we may ask for a deposit prior to delivery with the balance within 30 days. The

precise structure of payment will be specified in the order quote.

- 4.2 We accept payment by cash, credit card, cheque or BACS transfer.
- 4.3 Where any payment is not made by the date specified in the order quote we shall be entitled to charge interest on the outstanding amount at the rate of 8% per annum above the base rate of the Royal Bank of Scotland plc, accruing daily, until payment.

5 Delivery

- 5.1 We only deliver to customers in the United Kingdom, and all goods must be signed for by an adult aged 18 or over.
- 5.2 Equipment will be delivered in good working order. Unless notice is received to the contrary as soon as reasonably practicable and in any event no later than within 24 hours of delivery, Equipment will be deemed to be in good working order, except for defects not detectable by reasonable examination.
- 5.3 Our estimated time for delivery will be stated in the order quote. We hope to deliver these estimates but occasionally delays will occur, despite our best efforts. We will not be liable for any delay or failure to deliver within such estimated timescales.

6 Installation

- 6.1 Installation charges will be shown in the order quote. We may wish to carry out a free site inspection before installation and you agree to allow as much access as we reasonably require for this purpose.
- 6.2 Where we are unable to carry out installation through error or fault on your part, we reserve the right to charge for our time at the rates shown on the order quote.

7 Risk

- 7.1 The risk in the Equipment will pass to you upon delivery or installation, or, where you choose to uplift the Equipment directly, at the moment of uplift.
- 7.2 When uplifting the Equipment directly from us you should ensure that you have suitable transport as we reserve the right to refuse removal of Equipment where appropriate arrangements for safe and lawful transport of the Equipment has not been made. If the start of the hire is delayed for this reason we reserve the right to charge at the daily rate shown in the order quote during the period of delay.

8 Cancellation

- 8.1 You will not be entitled to cancel the contract once the Equipment has been uplifted or delivered, unless we agree to such cancellation.

- 8.2 If you are a business customer and wish to cancel the contract more than 4 days before the start of the hire we will refund monies paid less any delivery, restocking fee or similar charge which we incur.
- 8.3 If you are a business customer and wish to cancel the contract within 4 days of the start of the hire the following cancellation charges will apply (being a percentage of the hire charge excluding delivery and installation charges).
- a) 72 -96 hours before start of hire period – 25% of hire charge.
 - b) 48 - 72 hours before start of hire period –50% of hire charge.
 - c) 24 – 48 hours before start of hire period –75% of hire charge.
 - d) Less than 24 hours before start of hire period – 100% of hire charge.
- 8.4 If you are a consumer then you have the right to cancel the contract for a period of 7 days starting from the day after the contract is formed, or until the hire commences, whichever is the sooner.
- 8.5 If you are a consumer cancelling under clause 8.4 then you must advise us in writing immediately at this address (Unit7/1 Newhailes Industrial Estate, Newhailes Road, Edinburgh EH21 6SY) or by email to (hire@dmaudio.co.uk). We are not obliged to accept cancellation once the hire has started.

9 Your responsibilities

- 9.1 You will make all reasonable efforts to ensure that the Equipment is not damaged or misused during the period of the hire. This includes ensuring that the Equipment can safely be used with any other equipment which you use.
- 9.2 You will make all reasonable efforts to ensure that any person operating or using the Equipment during the period of the hire is instructed in the safe and proper operation of the Equipment.
- 9.3 You shall not sell or attempt to sell or otherwise dispose of the Equipment.
- 9.4 You shall reimburse us for all costs in connection with repairing or replacing Equipment not returned in good condition, pay us the full retail cost of any Equipment which is lost stolen or damage beyond economic repair, and insure the Equipment against such liability.
- 9.5 You agree to pay the full daily rate for all items of Equipment which require to be replaced or repaired until such repair or replacement has been completed.
- 9.6 This clause 9 shall not affect your statutory rights or seek to exclude liability which cannot be excluded under the Unfair Contract Terms Act 1977.

10 Maintenance

- 10.1 You agree to properly maintain the Equipment during the period of the hire and to notify us as soon as reasonably practicable if there is a

problem with the operation of any item of Equipment.

- 10.2 Any damaged or faulty item of Equipment should be returned, at your expense (subject to clause 10.3) to us. In no circumstances should you proceed to repair any item of Equipment without our prior approval.
- 10.3 Where the problem with the Equipment is caused by a fault not discoverable by reasonable examination in terms of clause 5.2 above, we will reimburse you for reasonable transportation costs and for hire charges during the period when the Equipment could not be used due to this fault. However our obligation under this clause does not cover faults caused by misuse wear and tear, accident or neglect.
- 10.4 You shall not alter or modify the Equipment or use it for purposes for which it is not designed.
- 10.5 You agree that we have a right of access to the Equipment in order to inspect, repair or replace it and you authorise us to enter any property where the Equipment is located or where we reasonably believe it to be located, to carry out such inspection, repair or replacement.

11 Liability and Indemnity

- 11.1 To the fullest extent permissible under Scots law, we will not be liable for any losses you incur arising out of or in connection with the hire of the Equipment.
- 11.2 Notwithstanding the terms of clause 7.1 in the event that we are held liable for losses which you have incurred arising out of or in connection with the hire of the Equipment, our liability to you shall be limited to a sum equal to the amount paid by you for the Equipment hired.
- 11.3 You agree to indemnify us at all times in respect of all claims by any person in relation to any injury, loss, claim or expense arising out of or in connection with the use of the Equipment
- 11.4 If you are a consumer, this clause 11 does not affect your statutory rights.

12 Termination of Hire

- 12.1 We shall be entitled to terminate the contract immediately and to repossess the Equipment at any time where you are in breach of these terms and conditions, or you take any steps, or if any process or action is started which, in our reasonable opinion suggests that your solvency is in doubt.
- 12.2 Where the provisions of clause 12.1 apply, you authorise us to enter any property where we reasonably believe Equipment to be, in order to repossess such Equipment.

13 Governing law

- 13.1 These terms and conditions and the contract for the hire of the Equipment are governed by Scots law and are subject to the exclusive jurisdiction of the Scottish Courts.