

Date: 9 December 2005

Terms & Conditions of Dry Hire

Definition of expressions used:

"Hirer" The person, company, department or other body who has ordered and/or accepted goods or services from SSE Audio Group Limited.

"Goods" All items of equipment and or services accepted by the hirer along with any other items and or services included or implied whether specified or not.

"Owner/The Company" SSE Audio Group Limited

1. **Hire Period:** Hire charges are calculated from the date of collection / delivery to the date of return to SSE Audio Group. Permission for extending hire arrangements may be granted on request but must not be assumed. Availability and prices of Goods may vary from our rate card or as advertised on our website and cannot be guaranteed for periods of extension.
2. **Delivery & Collection:** All prices are ex-works from SSE Audio Group's Redditch base. We can deliver or can arrange delivery of hired equipment. The hirer can arrange collection from our base. All charges for delivery/collection will be passed on to the hirer.
3. **Hire Charges:** Hire charges are based on daily rates, with the period of hire starting from the time of checking out by SSE Audio Group at its Redditch base, to the time of checking in by SSE, within the normal operating hours of the Company (10.00 am and 6.00 pm). Thus, a one-day hire assumes that goods checked out at any time between 10.00 am and 6.00 pm are returned before 6.00pm on the following day.
4. **Weekly Hire:** The normal weekly hire rate is a multiple of 3 times the daily rate. Goods checked out during operating hours on day 1, must be returned before 6.00 pm on the 7th day of hire, or a second week's hire will be incurred.
5. **Weekends & Bank Holidays:** Where the hire start date or end date falls on a weekend or bank holiday, at the discretion of SSE Audio Group, checking out may be done on the last working day prior to the hire start date and/or checking in may be done on the first working day after the hire end date. Checking out or checking in may in some circumstances be arranged outside of normal operating hours.
6. **Payments:** Payments must be made in full with cleared funds prior to checking out, unless the hirer has set up an account with SSE Audio Group, in which case payments will be made according to the terms of the account and as stated on the invoice. Payments by Credit Card will incur a surcharge of 2%.
7. **Late Payments:** Where any discounts are offered or negotiated, any entitlement to discount will be forfeited if accounts are not paid by the due date. Furthermore, any accounts not paid by the due date will have an interest charge applied at the rate of 2% per calendar month or part thereof.
8. **Value Added Tax:** All prices are quoted exclusive of VAT, which will be charged at the rate prevailing on the date of the invoice.

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9. **Hirer's Responsibilities:** The Hirer assumes full responsibility for the Goods from the time of checking out until checking in to SSE Audio Group. The hirer is responsible for any loss or damage caused to the goods during this period. The cost of replacing or repairing Goods will be borne in full by the Hirer. Deposits will be returned only when any losses and damages have been made good and late return charges have been settled. Goods lost or damaged will be charged for at full hire rate until the loss or damage is settled in full.
10. **Insurance:** It is a condition of hire that the Hirer takes out adequate insurance to cover the Goods hired. **Insurance can be arranged through SSE Audio Group.** Alternatively, the hirer can arrange to insure the Goods, but SSE Audio Group reserve the right to see evidence that the goods are adequately covered by a suitable policy, prior to checking out the Goods.
11. **Liabilities:** Goods are supplied on the understanding that they will be competently installed and operated by the Hirer or agents of the Hirer. No liability will be accepted by SSE Audio Group for any damage to persons or property whilst the Goods are on hire to the Hirer. The Goods must not be modified or altered in any way by Hirer or agent of the Hirer.
12. **Competent Personnel:** Where certain hire Goods require specialist technical knowledge or training for the safe or effective installation and or operation, the hirer will be required to undertake that competent personnel are employed. Where such an undertaking cannot be made, at the sole discretion of SSE Audio Group, a competent crew will be supplied by SSE Audio Group and charged in addition to the hire rate.
13. **Replacing defective Goods:** SSE Audio Group will supply all Goods in good working order, however, in the event of a defect; the liability of SSE Audio Group will be limited to the repair or replacement of any defective Goods, at SSE Audio Group's discretion.
14. **Local Licences:** The hirer is solely responsible for obtaining any licence, qualification or other authority, which may be required for the safe and legal operation of the Goods hired and agrees to abide by all legal guidelines relating to the installation and operation of the Goods.
15. **SSE Audio Group's Property:** Goods remain the property of SSE Audio Group at all times. In the event of a breach of any of these conditions, SSE Audio Group may without prejudice to any other rights or remedies forthwith terminate the arrangement and repossess all their Goods. Re-hire is not allowed by the Hirer without advanced written permission.
16. **Contract of Hire:** The placing of an order for goods by the Hirer or the issuing of a sales invoice by SSE constitutes a contract which binds the Hirer to accept the above conditions and our full terms and conditions of business.
17. **English Jurisdiction:** All agreements, contracts and transactions entered into with SSE Audio Group will be bound and governed by English Law. This document supersedes all previous terms and conditions of hire.