

Conditions of Hire

DEFINITIONS

- 1 The "Hirer" is the person, venue, corporation, firm, company or public authority taking the Owner's equipment on hire or requiring services from The Owner and includes their successors, heirs or Personal Representative.
- 1.1 "Equipment" all classes of equipment and accessories thereof which the Owner agrees to hire to the Hirer and shall include each and every component, part, record, manual, document and hand-book for them and all replacement renewals or additions to and substitutions for the Equipment from time to time and shall form integral part of them and shall become the property of the Owner and shall then become subject to this Agreement
- 1.2 "The Owner" is James Groves T/A JG Audio Production Services
- 1.3 "The Hire Period" shall be the time from when the Equipment leaves the Owner's depot or place where last employed and shall continue until the Equipment is received back at the Owner's named depot or equal
- 1.4 "The Hire date" shall mean the date of the commencement of the Hire Period. The maximum Hire Period shall mean eighty-four days
- 1.5 "The Hire fee" shall mean that specified in the Particulars
- 1.6 "The Venue" means Venue referred to in the Particulars
- 1.7 If the Hirer is made up of one or more persons then each are jointly and severally liable for all the commitments made under this Agreement

PAYMENTS

2. The Hirer shall pay the Owner the Hire fee upon or before the Hire Date unless otherwise agreed by the Owner in writing if the Hirer cancels the booking any time before the Hire Date Sixty per cent of the full hire fee will be immediately payable by the Hirer to the Owner (less any deposit)
 - 2.1 If the Hirer cancels the booking less than seven days before the Hire Date, the full Hire fee will be immediately payable by the Hirer to the Owner
 - 2.2 The Hire Fee referred to in the Particulars is for the bands, acts specified in the Particulars, any further bands/acts will be charged at £30 per act
- Time after the agreed finishing time specified in the Particulars is at the sole discretion of the owner and will be charged at £20 per hour or part hour per crew member payable in advance

THE EQUIPMENT

3. The Hirer will be responsible for inspecting the Equipment on delivery and ensuring that it is complete, in good working order and fit for the purpose required and not use it for any illegal purpose and will immediately notify the Owner in writing of any defects in the Equipment. If no such notification is given it should be conclusively presumed that the Equipment is complete and in good order and condition and fit for the purpose which it is required and in every way satisfactory to the Hirer
- 3.1 The Hirer shall keep possession of the Equipment and shall not transfer the benefit of it to anyone or do anything that may interfere with the Owner's ownership of it
- 3.2 The Hirer shall use the Equipment in a skilful and proper manner and in accordance with the operating instructions issued for it and to ensure that the Equipment is operated and used by proper skilled and trained personnel
- 3.3 The Hirer shall ensure that the Equipment is kept in good working order and in a clean and tidy condition
- 3.4 The Hirer shall make no alteration to the Equipment and shall not remove any existing component from the Equipment without written consent of the Owner such consent to be at the absolute discretion of the Owner
- 3.5 The Hirer shall permit the Owner or the Owner's agent or workmen to inspect the Equipment at any time
- 3.6 The Hirer shall be fully responsible for the Equipment and shall indemnify the Owner against any loss damage or injury to people or property caused by the Equipment or as a result of the Hirer using it except where the death or injury in a direct result of the Owner's negligence
- 3.7 The Hirer shall not remove the Equipment from the Venue or loan it to anyone without obtaining written permission from the Owner first
- 3.8 The Hirer shall (in the case of unaccompanied Equipment) provide both connection and disconnection on of the Equipment and to return it to the Owner at the end of the Period of Hire
- 3.9 The Hirer shall keep the Equipment in its sole possession and shall not lend the Equipment or sublet it to any person or otherwise part with possession of it in anyway. The Hirer acknowledges that the Equipment remains the property of the Owner at all times and must not in any circumstances be sold or used as security. The Hirer shall not permit any lien to be created on the Equipment or pledge the Owner's credit for repairs of it

ENDING OF HIRE

- 4 Without prejudice to this Agreement (which shall continue in full force and effect) and to any claims or liabilities then outstanding or thereafter arising hereunder or to the Owner's rights to arrears of rentals or other sums due or for damages for breach of this Agreement IT IS HEREBY AGREED that upon the occurrence of any of the following: 4.1 If for any reason the Hirer fails to comply with the term of this Agreement and continues to do so even after the Owner has notified the Hirer of this the Owner shall consider the non-observance of the Hirer's duties as repudiation of this Agreement;
- 4.2 If the Hirer fails to pay any of the rentals or any sum due under this Agreement or
- 4.3 If the Owner reasonably believes that the Equipment or the Owner's interest in it be substantially at risk; or
- 4.4 The Hirer (being an individual) dies or has a Bankruptcy Petition presented or (being a Company) appoints a Receiver or an Administrator, or an Administrative Receiver or Liquidator is appointed or a Petition is made to wind-up the Company, or if for any reason the Owner does not believe the Hirer can pay its debts then the Owner may by notice in writing to the Hirer end the hiring under the Agreement whereupon the Owner's consent to the Hirer's possession of the Equipment shall determine immediately and the Hirer shall no longer have the right to possession of it and shall surrender it to the Owner wherever it may be

REMEDIES

5. If the hiring of the Equipment comes to an end as described in section 4 above then the Hirer shall pay to the Owner:
 - 5.1 The total arrears of rental already due to the Owner
 - 5.2 All amounts that should have been paid by the Hirer had the of the Equipment continued until the end of the period of hire
 - 5.3 All costs incurred by the Owner during the repossession storing inspection cleaning or selling of the Equipment and
 - 5.4 The value current at the date of termination of this Agreement of the Equipment that is not returned to it in a reasonable time after termination

COSTS AND INTEREST

6. The Hirer shall pay all costs charges and expenses incurred in the recovery of such money that is overdue and owed by the Hirer to the Owner plus interest calculated in accordance with The Owner's statutory right to interest at 8% above the bank of England base rate.

INSURANCE

- 7 The Hirer should insure the Equipment against any loss and damage and against all liability injury loss or damage caused by the Equipment on a comprehensive policy without restriction or excess throughout the Hire Period (in the joint names of the Owner and the Hirer) for the full cost of repairing or replacing it.

- 7.1 The Hirer shall notify the Owner in writing immediately if the Equipment is lost or stolen or abandoned or if the Insurer decides it is a total loss when the hire of the Equipment shall then come to an end
- 7.2 If the Equipment becomes a total loss the hiring of the Equipment shall end and the Hirer shall pay to the Owner those amounts that would have been payable as described in section 6 above if the Owner had ended the hiring under section 5 above The Hirer shall pay punctually all premium due for such insurance and produce to the Owner on request the Policy or Policies together with evidence of payment of the premiums and the Hirer agrees that the Owner may effect the insurance referred to in this clause if the Hirer has failed to do so (though the Owner is not under any obligation so to do) and that the Hirer will reimburse the Owner on demand the cost of so doing
- 7.3 The Hirer will arrange for the insurer to pay any insurance payment to the Owner. The Hirer shall return the Equipment to the Owner in a clean tidy and neat condition failure to do so shall entitle the Owner to charge the Hirer such sum as the Owner shall deem reasonable to cover the Owner's time and costs in tidying making ready for hire and or cleaning the Equipment

ACCESS

- 8 The Hirer agrees to provide adequate parking space for transportation used by JG Audio Production Services or its associated companies with direct access to the stage area or backstage areas. The Hirer must provide parking space for the any performer's transportation. The Hirer is liable for any parking charges or fines accrued

in the event of no parking being provided. The hirer is liable for and must inform the owner in advance of hire date of any tolls, congestion charges or pollution charges in place which must be paid to access the venue.

8.1 The Hirer must ensure that the Owner has access to the Venue at all reasonable times to set up and sound check the Equipment and Artists before the public are admitted to the Venue, and in any event access must be granted at least 4 hours prior to the event. The Hirer must ensure that the Owner has access to the Venue at the end of the Hire Period to enable the Owner to remove the Equipment failure to grant such access shall entitle the Owner to charge a further Hire Fees at the full list rate until equipment is recovered.

8.2 The Hirer must arrange for any Venue (including any stage at the Venue and loading dock) to be clear at the arrival time of the Equipment

8.3 Where transport is quoted fuel cost are based on fuel prices at the date of quotation. JG Audio Production Services reserve the right to charge a surcharge equivalent to the rise on fuel costs between quotation and hire ending

8.4 Access to the venue shall be flat and accessible by wheeled flightcases. If access via is stairs, then a lift/lifting equipment should be accessible, in good working order and suitable for equipment. If access is via stairs/steps only, it will be the hirers responsibility to hire at least 4 experienced crew to lift equipment in and out of the venue – JG Audio Production Services cannot accept any liability for injury/the event not happening if this is the case. Failure to supply crew, may result in the equipment not going into the venue, and the full cost of hire will still be due.

CREW AND REFRESHMENTS

9 In event of the sound check and/or gig spanning more than five and a half hours a full meal and adequate time to eat a meal must be provided for the Owner, the Engineer and all crew provided by the Owner at no expense to the Owner. (Number of meals to be specified in the Particulars of this Agreement)

9.1 A Range of soft drinks must be available for all crew from load in to get out at no expense to the Owner. To consists of a minimum of Tea, Coffee, Water and one other soft beverage

9.2 The Hirer will provide a number of people (to be specified in the Particulars) to move equipment into the Venue and to remove it at the end of the period of hire at no expense to the Owner

POWER

10 The promoter/hirer will ensure an adequate and safe 240v or 415v power supply on British standard Cee-Form connector is available within the stage area as stated on the booking form and in conjunction with the legal requirements in force on that date. The promoter/hirer remains responsible for electrical supply for the duration of the event and therefore accepts liability for any equipment damage due to a faulty/inadequate power supply, this includes faulty generators, and sound limiters that cut supply, these can cause catastrophic equipment damage if the power is cut. Personnel of a required legal standard should be available on site to verify equipment installation. The promoter or venue will provide a qualified electrician for the period of installation and removal of equipment, even when JG Audio Production Services supply Generators. JG Audio Production Services do not supply Electricians unless agreed in advance in writing. The promoters/venues personnel will be responsible for the "tailing in" if required.

SECURITY

11 The Hirer must provide the Owner and the Owner's employees staff and agents with appropriate security for the stage area and front of house position at the Venue to protect the Equipment and persons aforementioned from the public.

11.1 In the event that the owner and/or his appointed representative believes any of the owners staff or equipment or crew or any other persons to be substantially at risk due to insufficient security arrangements or any other parties actions the owner reserves the right to withdraw personnel and/or equipment immediately without prejudice to this Agreement (which shall continue in full force and effect) and to any claims or liabilities then outstanding or thereafter arising hereunder or to the Owners rights to arrears of rentals or other sums due.

LICENSING

12 It is the hirer's responsibility to ensure all required Licenses are in place and adhered to. Failure to obtain the correct Licensing provision will not effect this agreement or costs incurred. All said costs will remain a liability to the Hirer.

HEALTH AND SAFETY AND OTHER DOCUMENTS

13 The owner will supply two copies of Risk Assessments and Proof of Liability Insurance and records of statutorily required Safety Tests and Structural Reports free of charge. Further copies of documents and any non statutory documents required will incur a cost.

13.1 The owner retains copyright of and ownership of all documents supplied by the owner including system specifications which must not be reproduced or supplied to any third party save as required for licensing and insurance. All documents must be returned to the owner within 14 days of ending of hire or request from the owner whichever is the earlier. This Non-disclosure of documents relating to the owners equipment and intellectual property is binding within the bounds of English Law.