



## Terms & Conditions of Hire

### **General:**

The terms and conditions set out below shall be the basis of all Contracts of Hire with Unmuted Limited which shall be concluded by a Rental Agreement form by any person, persons or body corporate and the handing over of goods by Unmuted Limited on the basis of such Rental Agreement.

### **Definition:**

In these terms and conditions Unmuted Limited means Unmuted Limited whose principal place of business is 4 Chapel Court, 42 Holly Walk, Leamington Spa, CV32 4YS. The hirer shall mean any person, persons or body corporate entering into a rental agreement with Unmuted Limited for the hire of goods and equipment.

"Goods and equipment" referred to in "The terms and conditions" refer to those set out below and shall be the sole conditions of any contract with Unmuted Limited subject to any addition or amendment which shall be in writing and ratified by a Director of Unmuted Limited.

### **The Period of Hire:**

(a) The period of hire shall commence with the hirer taking possession of the equipment (whether or not such receipt shall have been from Unmuted Limited) and shall terminate when equipment is returned. It is the responsibility of the hirer to obtain such receipt for the return of equipment which will represent sole evidence of the return of equipment to Unmuted Limited.

(b) Where equipment is delivered or collected by hirer, hirer's servant or agents such delivery or collection is at the hirer's risk and expense and the hirer shall be liable for physical loss and damage and delay to the equipment from the time the equipment leaves Unmuted Limited's premises until it is returned to Unmuted Limited's premises whether or not the equipment is being delivered or collected by Unmuted Limited or is in the custody of Unmuted Limited, it's directors, servants or agents.

**Equipment:**

(a) The hirer will satisfy himself on taking possession of all equipment that it is in good working order and in undamaged condition. The hirer's signature on the rental agreement will be taken as conclusive evidence that such agreement has been satisfied. Any matters relating to the sub standard condition or working of the equipment must be referred to Unmuted Limited and (if the rental is to proceed) a note endorsed on the Rental Agreement to be countersigned by Unmuted Limited.

(b) All equipment on hire remains the absolute property of Unmuted Limited.

(c) The hirer shall have no authority to transfer or otherwise part with possession of the equipment during the period of hire unless the express written consent of Unmuted Limited is first obtained.

(d) In the event that the hirer intends to take equipment out of the main land of England, Scotland or Wales or use the same for any abnormal or hazardous assignment then consent must first be obtained from Unmuted Limited who may at their sole discretion vary the terms of the rental.

**Damage or Loss to Equipment Hired:**

(a) It shall be the absolute responsibility of the hirer to ensure the safe keeping of equipment and the hirer will indemnify Unmuted Limited in respect of any loss or damage howsoever caused whilst in the hirer's possession.

(b) All damage or loss will be notified to Unmuted Limited immediately (or as soon as practicable) following which the goods must be returned to Unmuted Limited for repair or replacement should repair be uneconomic. The hirer may carry out repairs to the damaged equipment with the express consent of Unmuted Limited and shall otherwise make no attempt to examine diagnose repair or remove the outer casing of the equipment hired.

(c) The hirer shall be liable to pay the full cost of replacement of any equipment lost or damaged beyond repair with reference to new equipment of the same or nearest available specification.

(d) In the event of loss or damage to equipment the period of hire will without further reference to the hirer extend until such time as full reimbursement for the cost of replacement of the lost or damaged equipment has been made whether or not such period extends beyond that of the original rental agreement.

**Liability:**

(a) Unmuted Limited shall not be liable under any circumstances whatsoever for losses incurred by the hirer due to faulty or non functioning equipment during the period of hire. Unmuted Limited will however take all steps to ensure that faulty equipment is replaced as soon as possible with either the same or similar equipment.

(b) The hirer will indemnify Unmuted Limited at all times fully against any liabilities, demands, actions, claims or proceedings arising from or in connection with the equipment hired.

(c) In the event that the hirer shall create, use with or in conjunction to any equipment hired any unique or original material or matter Unmuted Limited shall have no liability whatsoever in respect of the loss, damage or imperfection of any such material and the hirer will fully indemnify Unmuted Limited in respect of any such claims by a third party.

**Rental Fees:**

(a) During the Rental agreement the hirer will pay the rental fee as specified in the Rental Agreement. In the event of the Rental Agreement specifying a daily rate then such rate will be charged to the end of the day on which the equipment is returned.

(b) Unmuted Limited reserve the right to charge a cancellation fee not exceeding the full rental charge under the Rental Agreement.

(c) All fees under the Rental Agreement will be discharged at the time of the hirer returning the equipment or with the specific consent of Unmuted Limited up to thirty days after the date of any invoice subsequently issued.

(d) Unmuted Limited reserve the right to determine the contract and recover any equipment hired in the event of bankruptcy, insolvency or liquidation of the hirer.

(e) Where the hirer is a body of corporate registered in the United Kingdom, Unmuted Limited may in their sole discretion require a surety to the Rental Agreement. The surety hereby agrees to indemnify Unmuted Limited in respect of all sums due under the Contract of Hire in the event of partial or total default by the Hirer Company

**Payment:**

(a) A 50% non-refundable deposit is required upon booking confirmation. The outstanding balance for hire goods ordered is required no later than 48 hours prior

the hire start date unless the customer shall have been granted a credit account. Such facility shall have been agreed by Unmuted Limited in writing and the existence of a credit account will be indicated on the hire invoice together with the specific credit period. In the absence of any specific credit period the invoice shall be construed to express a maximum period of thirty days.

(b) Unmuted Limited reserve the right to add to any overdue balance at the due date an additional sum calculated by reference to 4% per annum above clearing bank base rate for the time being on any outstanding balance accruing on a daily basis.

(c) Where an order made by customers is accepted by Unmuted Limited and a deposit is paid over by the customer and such sum is agreed between the parties, Unmuted Limited reserve the right to retain the full amount of the deposit to set against any costs they incur in fulfilling the customer's order.