



WIRED BROADCAST

hire agreement

1 Each time Wired Broadcast Ltd (“the Company”, whose company number is 237 6848 and whose registered office is at 31 Lee View, Enfield EN2 8RY), offers “the Customer” (person, firm, corporation or organisation) equipment for hire (“the Equipment”, which includes any transit cases and packaging), Wired Broadcast will provide a quotation stating the Equipment and its Declared Value, the length of the hire and the fee for the hire (the Offer). The Equipment will remain the property of Wired Broadcast Ltd at all times.

2 The Equipment shall not be reserved nor any hire confirmed until such time as the Company is in receipt of a) an official order from the Customer, b) the signed Hire Agreement and c) any advance payment requested by the Company. All hires are subject to availability at the time that the Company is in receipt of 2 a), b) and c) above.

3 The customer acknowledges the value of the Equipment as stated in the Offer is the current replacement cost. Upon receipt from the Company, the Customer shall inspect and test the Equipment. The Customer acknowledges that the Equipment is received in good working condition unless the Customer notifies the Company to the contrary at the time of receipt.

4 The Equipment shall be held at the sole risk of the Customer for injury, loss or destruction from the time that it leaves the Company’s premises or its agent’s care until the time that it is returned to the Company’s premises or the custody of its agent or employee. The Customer is responsible for insuring the Equipment against all risks and for its full Declared Value and shall compensate the Company for all damages, losses

or deterioration at current replacement cost. The Customer will provide proof of insurance to the Company on request.

5 The Customer shall keep the Equipment in a clean and protected condition and shall not permit anyone to injure or deface it. The Customer shall ensure that the Equipment is used and operated by suitably qualified persons. Under no circumstances shall the Customer attempt to make repairs or modifications to the Equipment.

6 The Company makes no warranty or representation to the Customer concerning the condition and/or suitability for any purpose of the Equipment, other than its ability to perform in the manner for which it was designed at the moment it leaves the Company’s premises or its agent’s care.

7 The Company shall have no liability to the Customer whatsoever, whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise for any indirect or consequential loss (both of which terms include, without limitation, economic loss, loss of profits, loss of business, loss of contracts, loss of opportunity, business interruption, depletion of goodwill and like loss).

8 The Company shall have no liability to the Customer of whatsoever nature for any delay and/or non performance of the contract to the extent that such is due to an event of Force Majeure. This means any event which is outside the reasonable control of the Company including, but not limited to, acts of God, war, flood, fire, labour dispute, sub-contractors, lock-outs, riots, civil commotion, accidental damage, malicious damage, explosion, terrorism, governmental actions and other similar events. Where this clause applies, the Company shall return any booking deposit paid by the customer.

9 Nothing in this contract shall exclude or limit the liability of the Company for death or personal injury due to the negligence of the Company nor exclude or limit any other type of liability which it is not permitted to exclude or limit as a matter of law.

10 All payments will be made by the Customer within 30 days of the date of invoice, except where payment terms

are set out in the Offer in which case the Customer shall make payments in accordance with the terms of the Offer. The Company reserves the right to charge the Customer for any delay in returning the Equipment to the Company in accordance with the Offer, for any consequential loss of hire, or for any variation or cancellation of an order for the supply of Equipment or services, whether verbal or written.

11 The Company shall not be bound by any conditions other than the foregoing. In the event of these conditions being inconsistent with any conditions of the Customer, then the Company’s conditions shall prevail.

12 This agreement and these conditions shall be construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

I have read and agree to the above terms and conditions:

name

title

company

signature

date

Wired Broadcast Ltd is registered in England no. 237 6848 at 31 Lee View, Enfield EN2 8RY. VAT no. GB 495 1716 21.
