

## Terms & Conditions

### 1. THE HIRER SHALL

Sign and return the confirmation of hire no later than 7 days prior to hire start date.  
On signing confirmation of hire, the hirer agrees to be bound by the terms and conditions below.

- (a) Pay the said rent in accordance with the terms agreed on the signing of agreement
- (b) Use the goods for the purpose for which they were designed.
- (c) Maintain the goods in the same condition, appearance and state of repair as they are on receipt of said goods, in default of doing so, hereby agree to pay the owner on demand the cost of putting the same in such condition appearance and state of repair howsoever any damage may be caused.
- (d) In the event of loss of the goods or any item thereof from whatsoever cause forthwith pays the owner the cost of replacement thereof which cost is indicated as the deposit in the main hire agreement.
- (e) Not part with possession of any of the said goods or item thereof.
- (f) Not attempt to assign the benefit of this agreement.
- (g) Immediately on request advise the owner of the whereabouts of the goods.
- (h) Not pledge the goods or any item thereof nor allow the same to be taken in execution.
- (i) Return the goods or make them available for return at the owners request, In default of this agree to pay the owner on demand a sum equivalent to the hire of the hiring, such sums, such sums to be the default in the event of greater loss.
- (g) Ensure no liquid or smoking will be allowed on any dance floor. On long term hires cleaning of dance floors must be way of damp cloth only.

#### Cancellation terms:

To avoid a penalty cancellations must be received in writing to the hirer no less than 8 days prior to hire start date.

If within 7 days of the hire date, the hirer shall pay a fee equivalent to:

within 3-7 days 50% of said hire fee, under 72 hours prior to hire start 100% of said hire fee.

2. This agreement shall determine forthwith without prejudice to any antecedent claim to the owner and the goods may forthwith be repossessed by the owner in any one or more of the following events:

- (a) the commission of the hirer of an act of bankruptcy or his entry into any agreement with his general body of creditors.
- (b) The breach by the hirer of any of the stipulation herein contained and on his part to be observed and performed.

### 3. THE HIRER HEREBY DECLARES:

- (a) that he/she is eighteen years of age.
- (b) That he/she is otherwise legally entitled to enter into this agreement on their own behalf (if he/she shall enter into the same said agreement on behalf of another individual or on behalf of other individuals of a limited company) that he/she has full authority to do so.

### 4. THE LENDER (Capital Hire.Com Ltd) accepts no responsibility for:

- (a) any malfunction or breakdown, howsoever arising of the equipment hired. Not for any loss whether financial or otherwise there from once the equipment, the hirer has accepted the subject of this agreement.
- (b) The lender reserves the right to cancel this agreement or any verbal agreement relating to this hire with due notice.

5. The HIRER undertakes full responsibility for the safety of the equipment on hire, and will accept full responsibility for the loss or damage of said equipment, howsoever caused.

- (a) The hirer undertakes not to interfere with or allow any other person to interfere with the mechanism or other parts of the equipment on hire without the express permission of the owner and shall indemnify the owner against any claims, loss or damage suffered by any party (including including any third party) as a result or in consequence of any interfere.

6. The owner reserves the right to add, delete or vary their conditions of business at any time without due notice.