

## **EQUIPMENT HIRE TERMS AND CONDITIONS** **YARNSCOMBE VILLAGE HALL AND VILLAGE BAR**

### **Definitions of Law**

1.1 The Equipment shall mean goods, components or other items hired Yarnscombe Village Hall and Village Bar.

1.2 The "Customer" is the person, firm, corporate or public body, hereafter referred to as "You" or "The Customer", hiring the equipment or services.

1.3 The "Company" is Yarnscombe Village Hall and Village Bar hereafter referred to as "Us" "We" or "The Company"

1.4 Consequential Loss shall mean loss of income or any other consequential loss or damages whatsoever unless due to the negligence of Yarnscombe Village Hall and Village Bar.

### **Charges**

2.1 The charges due are as stated and agreed on the contract or invoice.

2.2 Hire charges commence from the date stated in the invoice and are payable for the period of hire.

2.3 Unless other arrangement has been made, equipment must be returned by 12 noon on the date specified in the contract, in a clean and working condition. (see 12.1 and 12.2)

2.4 In event of a breach of these conditions or the equipment not being available for use by other customers, the customer will pay the full daily hire rate together with consequential loss.

2.5 At the discretion of Yarnscombe Village Hall and Village Bar, the customer may be charged in full if an invoice or contract of hire is cancelled at any time.

2.6 All spares, tools and other additional equipment supplied with the hire must be returned, or the customer will be charged in full for their replacement.

2.7 Any legal or other charges incurred in the recovery of money or of equipment shall be paid by the customer.

### **Hire Period**

3.1 The hire period commences and terminates at the times specified and agreed in the contract, hire form or invoice.

### **Booking fee and Payments**

4.1 A 50% booking fee or booking fee charged at the discretion of Yarnscombe Village Hall and Village Bar is charged once you agree to a hire. All bookings fees are non-refundable under any circumstances.

### **Power to enter this contract**

5.1 The signatory to the contract warrants that they are duly authorised on the customers behalf to enter into the contract.

### **Customers Responsibilities**

6.1 The customer's responsibility for the equipment commences on receipt of the equipment, and terminates when the customer receives a receipt for the return of the equipment.

6.2 At no time shall the customer sell, dispose or otherwise part with control of the equipment.

6.3 It is the customer's responsibility that everyone who uses the equipment has been instructed in its safe and proper operation, and further will not allow the equipment to be misused.

6.4 Yarnscombe Village Hall and Village Bar cannot be held responsible for any financial loss, personal injury or damage to or loss of any property arising as a result of the use of the equipment.

### **Electrical Equipment**

7.1 Any electrical equipment should be used with plugs and/or sockets as fitted.

7.2 If any plugs or sockets are to be fitted, or the equipment otherwise modified by the customer, such work will be carried out by a competent person who shall also reinstate the equipment to the same original condition prior to return.

7.3 It is the responsibility of the customer at all times to provide a proper supply of electricity for use with the equipment, and ensure that the equipment is properly earthed.

### **Equipment Maintenance**

8.1 The customer shall not act to compromise the serviceability of the equipment during the hire period. Under no circumstances shall the customer attempt to repair the equipment without prior authorisation.

### **Faulty equipment**

9.1 Any equipment found to be faulty should be reported to Yarnscombe Village Hall and Village Bar immediately - failure to do so will result in full hire charges being due.

### **Insurance**

10.1 The customer agrees to pay Yarnscombe Village Hall and Village Bar the full replacement cost of any equipment lost, stolen or damaged beyond economic repair.

10.2 In the case of equipment that is lost, stolen, or damaged beyond economic repair, the customer shall pay a charge at the full daily rate together with consequential loss until the equipment is replaced or paid for in full.

10.3 The customer should insure the equipment against the above liability.

### **Condition of returned equipment**

11.1 The customer is fully responsible for the care, safekeeping and return in good order of the equipment.

11.2 The customer will reimburse all costs incurred by Yarnscombe Village Hall and Village Bar in rectifying the condition of any equipment returned damaged or unclean, and in addition will pay a charge at the fully daily hire rate together with consequential loss for a reasonable period until the condition is rectified.

### **Reproduction of Recorded Music and other licenses**

12.1 The hirer shall be responsible for obtaining such licenses or permissions as may be required for the public performance of recorded music and for all other activities as required.

### **Equipment & personnel protection**

13.1 It is the customer's sole responsibility to ensure that any equipment on hire is kept free of moisture, liquid or any other contaminants that could damage the equipment.

13.2 It is the customer's sole responsibility to ensure that adequate security measures are put in place to ensure the safety of our equipment and personnel at all times.

### **Ownership**

14.1 The equipment shall at all times remain the absolute property of Yarnscombe Village Hall and Village Bar and the hirer shall have no rights to the equipment.