
BROADCAST MEDIA EQUIPMENT HIRE TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions shall apply to the hire of all broadcast media equipment (“the Equipment”) from **The Hiring Post Ltd** (“the Company”) by Hirers who are hiring the Equipment for use at their business premises (“the Premises”).

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

- “Additional Software”** means software that is installed by the Hirer during the Hire Term;
- “Authorised Personnel”** means employees of or consultants to the Hirer that have been trained in the relevant aspects of information technology in order to perform maintenance and updates to computer equipment;
- “Hirer”** means the Hirer who is hiring the Equipment subject to these Terms and Conditions;
- “Hirer Data”** means any and all data created by or for the Hirer which is stored on the Equipment;
- “Deposit”** means the sum payable by the Hirer under Clause 3 of these Terms and Conditions and as set out in the Hire Agreement;
- “Preinstalled Software”** means software that is installed on the Equipment by the Company and supplied therewith for the Hire Term;
- “Price List”** means the Company’s price list, current at the time of the start of the Hire Term;
- “Hire”** means the hire of the Equipment by the Hirer subject to these Terms and Conditions;
- “Hire Agreement”** means the agreement entered into by the Hirer and the Company incorporating these Terms and Conditions which shall govern the Hire of the Equipment; and
- “Hire Fees”** means the sum payable by the Hirer for the Hire as determined under Clause 4 of these Terms and Conditions.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

- 1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Schedule is a schedule to these Terms and Conditions;
- 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
- 1.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. Hire Term

- 2.1 The agreed Hire Term will be set out in the Hire Agreement.
- 2.2 If the Hirer wishes to extend the Hire Term they may do so at any time prior to the end of the Hire Term. The Hirer must contact the Company to arrange such an extension. Extensions may be made for up to 12 months. The Company shall use its best and reasonable endeavours to satisfy requests for extensions but cannot guarantee the availability of the Equipment to the Hirer beyond the end of the pre-existing Hire Term.
- 2.3 If the Equipment is not returned at the end of the hire contract to the Company on request the Hirer shall be deemed to have authorised the Company to enter the Premises and use any means necessary to recover the Equipment. The Hirer shall be charged for any costs associated with such recovery.

3. Deposit

- 3.1 The Hirer may be required to pay a refundable Deposit to the Company at the commencement of the Hire Term, prior to delivery of the Equipment. The sum of the Deposit shall be set out in the Hire Agreement.
- 3.2 At the end of the Hire Term the Company shall have a period of 2 weeks within which to fully inspect the Equipment. If the Equipment requires cleaning and / or maintenance which is the result of normal wear and tear the Hirer will receive the Deposit back in full at the end of the inspection period. In the event that additional cleaning and / or maintenance is required the Company shall retain the Deposit in full or in part as appropriate and shall provide the reasons for such retention to the Hirer in writing, including all relevant calculations and pricing information.

4. Fees and Payment

- 4.1 The Hire Fees will be determined by reference to the length of the Hire Term, the type and quantity of Equipment, the Price List and any additional items

which may be included in the Hire, as set out in the Hire Agreement.

- 4.2 Payment shall be made in part or in full, as set out in the Hire Agreement, at the commencement of the Hire Term. Payment may be made by card payment, cheque or BACS. All cheques must be made payable to The Hiring Post Ltd.
- 4.3 All payments to be made in part will take the form of regular monthly payments. The Company will invoice the Hirer on a monthly basis. All payments shall be required within 30 days of the date of the relevant invoice.
- 4.4 The time of payment shall be of the essence of these terms and conditions. If the Customer fails to make any payment on the due date in respect of any sum due under these Terms and Conditions then the Company shall have the right to charge the Customer interest on any sum outstanding at the rate of 3% above the base rate of HSBC Bank PLC from the due date for payment until the date on which the payment is received

5. Delivery, Installation and Collection

- 5.1 Following the receipt by the Company of the Deposit and any required Hire Fees the Company shall deliver the Equipment to the Premises on the agreed date, as set out in the Hire Agreement.
- 5.2 The Company shall use its best and reasonable endeavours to ensure that delivery is made on time but shall not be liable for any failure to do so.
- 5.3 The Hirer or a suitable authorised representative must be available at the Premises at the time of delivery in order to check and sign for the Equipment. In the event that the Hirer fails to comply with the provisions of this sub-Clause 5.3 it shall be deemed to have accepted delivery of the Equipment, assumed responsibility therefor and shall not have the right to subsequently dispute the facts of the delivery.
- 5.4 In the event that the Company is unable to deliver the Equipment due to the Hirer's absence from the Premises (along with that of any authorised representatives) additional delivery charges will be incurred for any necessary re-delivery. Any such additional charges shall be borne by the Hirer.
- 5.5 Certain items of Equipment may require specialist installation. Unless specifically authorised to do so by the Company in writing the Hirer may not undertake such installation. Installation of the Equipment shall be the responsibility of the Company. All costs of installation and subsequent removal shall be incorporated into the Hire Fees.
- 5.6 At the end of the Hire Term, on the agreed collection date the Hirer shall ensure that all of the Equipment is available for collection by the Company.
- 5.7 At the end of the Hire Term, prior to collection in accordance with sub-Clause 5.6, the Hirer must remove all Hirer Data from the Equipment. The Company accepts no responsibility for any Hirer Data which remains on the Equipment following the end of the Hire Term.
- 5.8 In the event that any Equipment is unavailable for collection on the agreed date the Hirer shall be required to pay the relevant Hire Fees for the missing items up to and including the day that they are returned to the Company (at the Hirer's expense). If those items are not available for collection due to loss or destruction the Hirer shall be required to pay the cost of replacement in accordance with the Company's then current Price List.

6. Software

- 6.1 Any and all Preinstalled Software is and shall remain the property of the relevant proprietor. The Hirer gains no rights of ownership over such software at any time.
- 6.2 The Hirer may only use the Preinstalled Software within the bounds of the relevant software licences.
- 6.3 The Hirer shall be solely liable for any breaches of licences for Preinstalled Software which occur during the Hire Term.
- 6.4 The Hirer shall not communicate, transfer, copy (in whole or in part), modify, reverse-engineer or translate the Preinstalled Software for any reason.
- 6.5 The Hirer shall be free to install Additional Software provided that such software is a final release version and is not likely to damage the Equipment. Beta and other pre-release versions of software may only be installed with the prior written consent of the Company.
- 6.6 All Additional Software must be removed from the Equipment prior to collection at the end of the Hire Term.

7. Use and Care of the Equipment

- 7.1 The Hirer may only use the Equipment for the normal purpose for which it is intended.
- 7.2 The Hirer may only use the Equipment for legal and legitimate purposes.
- 7.3 All Equipment must be used in accordance with any and all operation and safety instructions or similar documentation provided.
- 7.4 Certain items of Equipment may require specialist training prior to use. The Hirer must ensure that such training is provided to all employees (and any other relevant individuals for whom it may be responsible) that will use the Equipment during the Hire Term.
- 7.5 The Hirer may only affix or connect other items to the Equipment where such affixation does not exceed the design limitations of the Equipment and is not likely to damage it in any way.
- 7.6 The Hirer may not affix the Equipment to anything unless using fixings approved [and supplied] by the Company.
- 7.7 The Hirer shall at all times treat the Equipment with a reasonable level of care and shall ensure that it is kept clean, subject always to reasonable levels of wear and tear.
- 7.8 All Equipment which uses consumables of whatever nature must only be used with official consumables (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) or such other products as authorised by the Company.
- 7.9 The Hirer may not remove Equipment from the Premises without the prior written consent of the Company. This prohibition does not extend to laptops, and portable disk drives.
- 7.10 If after obtaining prior written consent from The Company The Hirer takes the Equipment out of the United Kingdom The Hirer shall be solely responsible for

obtaining all the necessary customs Clearance Licences and permits.

8. Maintenance and Upgrades

- 8.1 The Hirer shall not attempt to make any repairs to the Equipment without the prior written consent of the Company. When the Company is contacted in this regard it shall have the option of repairing the Equipment itself or granting the Hirer permission to make the necessary repairs. The cost of such repairs shall be borne by either the Company or the Hirer, the responsibility being determined by the reasons for those repairs.
- 8.2 The Hirer may not perform any hardware upgrades to the Equipment of any kind without the prior written consent of the Company. Where such upgrades are provided by the Company the hardware concerned shall remain the property of the Company. If the Hirer uses their own hardware it must be replaced with the original hardware prior to the collection of the Equipment at the end of the Hire Term.
- 8.3 The Hirer may appoint Authorised Personnel to perform software updates without the prior written consent of the Company provided such updates do not constitute new versions of software which would ordinarily be charged for. Permitted updates include, but are not limited to, routine updates, patches and service packs.
- 8.4 In the event of any Equipment failure, the Hirer shall inform the Company of such failure by telephoning the support desk on 01932 255525 or emailing info@hiringpost.co.uk. The Company will use its best and reasonable endeavours to respond within one hour during the office opening hours of 09:00am to 5:30pm Monday to Friday excluding public holidays.
- 8.5 The Company shall maintain the Equipment to the standards specified by the relevant manufacturers. Only official parts (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) shall be used for maintenance and repair work.
- 8.6 All parts that cannot be described as consumables which may require replacement during the Hire Term shall be replaced free of charge by the Company provided that such replacement is necessitated by nothing more than normal wear and tear. Additional damage may result in the Hirer being charged for the cost of replacement parts and associated labour.

9. Insurance

- 9.1 It is the responsibility of the Hirer to fully and comprehensively insure the Equipment at the full replacement value against loss, fire, damage and theft.
- 9.2 The Hirer shall supply proof of such insurance to the Company on demand.
- 9.3 The Company shall not provide any form of data loss insurance. If the Hirer opts to obtain such insurance it shall remain their sole responsibility to do so.

10. Liability

- 10.1 The Company will not be liable for any personal injury or damage to property which results from the improper use of the Equipment.

- a) In no event will the Company be liable by reason of any breach by it of any of these Terms and Conditions or breach by it of any implied warranty, condition or other term of the Agreement, or any negligent or innocent misrepresentation, or any negligence or other duty at common law, for any:
- 10.1.1 loss of or damage to data;
 - 10.1.2 loss of use of data;
 - 10.1.3 loss of use of any hardware or software;
 - 10.1.4 interruption to business;
 - 10.1.5 loss of income or revenue,
 - 10.1.6 loss of profit, contracts, business, business opportunity, or goodwill;
 - 10.1.7 loss of anticipated savings; or any indirect, special or consequential loss, damage, costs, expenses or other claims, whether or not the same were reasonably foreseeable or actually foreseen
- arising from any act or omission of the Company in connection with the performance of its obligations under the Agreement.
- 10.2 The Company will not be liable for any other loss or damage arising out of any circumstances beyond its reasonable control.
- 10.3 The Company will not be liable to any third parties for any acts of the Hirer which may involve the Equipment.
- 10.4 Nothing in these Terms and Conditions restricts the Company's liability for death or personal injury arising out of any act or omission of the Company.

11. Data Protection

- 11.1. All personal information that the Company may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Hirer's rights under the GDPR.
- 11.2. For complete details of the Company's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Hirer's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Company's Privacy Notice available from <https://www.hiringpost.co.uk/privacy-policy>.

12. Termination

- 12.1 Where the Hirer is an individual, the Company shall be entitled to terminate the Hire Agreement in the event that:
- 12.1.1 the Hirer is in breach of these Terms and Conditions;
 - 12.1.2 the Hirer has had their personal belongings confiscated in order to satisfy debts; or
 - 12.1.3 the Hirer has a receiving order made against them.
- 12.2 Where the Hirer is a company, the Company shall be entitled to terminate the Hire Agreement in the event that:

12.2.1 the Hirer is in breach of these Terms and Conditions;

12.2.2 the Hirer goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.

12.3 In the event of termination for any of the above reasons:

12.3.1 all payments required under the Hire Agreement shall become due and immediately payable; and

12.3.2 the Company shall have the immediate right to request the immediate return of the Equipment or repossess the Equipment and may charge the Hirer for any reasonable costs involved in such repossession.

13. Cancellation

13.1 The Company without prejudice to any other right or remedy available to the Hirer in the event of cancellation or curtailment of an order by the Hirer reserves the right to make a cancellation charge not exceeding the full rental amount. If no notice period is given before the start of the new rental a fee will be charged of the full rental value amount as follows 24-48 hours= 75% 7 days =50% and 8 days =25%.

14. No Waiver

No failure by either the Company or the Hirer to enforce the performance of any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms and Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

15. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby

16. Title and Risk

Risk of loss or damage in respect of the Equipment shall pass to the Customer on delivery or collection of the item by the Customer or his agent.

The legal and beneficial ownership of the Equipment supplied shall remain with the Company at all times.

17. Arbitration

Subject to the agreement of the parties, if any dispute or difference shall arise between the Company and the Customer on any matter relating to or arising out of the Agreement, such a dispute shall be referred to the arbitration of a single Arbitrator

to be agreed upon by the parties or failing agreement to be appointed by the then President of the Law Society of England and Wales.

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

18. Law and Jurisdiction

18.1 These Terms and Conditions shall be governed by the laws of England and Wales.

18.2 Any dispute between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.

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