



Dry Hire Terms & Conditions

2007/2008

All prices exclude VAT

1. Definitions

1.1. "DRS" is Direct Recording Services Ltd.

1.2. "the **Equipment**" is the goods components and other items hired by DRS or any part thereof.

1.3. "the Customer" is the person firm or public body hiring the **Equipment**. Any person purporting to act on behalf of the Customer shall be bound by the Contract.

1.4. "Consequential Loss" shall mean loss of profits contract or any other consequential loss whatsoever.

1.5. "the **hire period**" is the period over which the **Equipment** shall be available to the Customer as set out on the booking form.

2. Hire Terms

2.1. All orders must be confirmed in writing or via email prior to delivery or collection of the **Equipment**.

2.2. Unless other **terms** are agreed in advance of the **hire period**, payment for **equipment** and services must be received in advance of the **hire period**. Please note that cheques require five (5) working days to clear. **Failure of the Customer to pay in advance may result in cancellation of the hire.**

2.3. If the **hire** is cancelled DRS reserves the right to charge the Customer the full cost of any expenses incurred by DRS in connection with the **hire**.

2.4. If DRS is notified of cancellation within 72 hours of delivery/collection DRS reserves the right to charge the Customer the agreed **hire** charge in full.

2.5. DRS reserves the right to obtain a deposit from the Customer prior to delivery/collection of the **Equipment**. The Customer will be informed if this is required on booking the **Equipment**.

2.6. DRS shall not be liable for any Consequential Loss to the Customer including but not limited to any expense liability loss claim or proceeding whatsoever caused by or arising out of the late delivery, non delivery, unsuitability, incompatibility or unlawful repossession of the **equipment** or any part thereof or any breakdown or stoppage of the same.

2.7. All **hire** charges are subject to VAT at the current rate.

2.8. A charge will be made for **equipment** returned late by the Customer. This charge shall be the greater of either the full daily **hire** rate of the **equipment** hired or the cost to DRS of hiring **equipment** from third parties to cover other **hire** contracts.

2.9. The Customer agrees to pay DRS the full cost of any **Equipment** lost stolen or damaged beyond repair.

2.10. The Customer shall be liable for the cost of making good any damage caused to the **Equipment** during the **hire period** by whatever means unless that damage is directly caused by DRS.

2.11. The Customer assumes all responsibility for the correct use care and storage of the **Equipment** once it has been collected from the premises of DRS or delivered to the Customer by DRS.

2.12. The **Equipment** is not insured whilst hired unless accompanied by DRS crew.

2.13. Where the **Equipment** is not installed and operated by DRS crew the Customer must ensure that the **Equipment** is installed and operated by a competent person.

2.14. DRS cannot guarantee that the **Equipment** will be able to playback material from any kind of recording media unless this has been specifically agreed in advance of the **hire period**.

2.15. The Customer will at all times indemnify DRS against any expense liability financial loss claim or proceedings whatsoever in respect of any personal injury or damage to or loss of property arising out of or in connection with the delivery **hire** use non use repossession collection return or non return of the **Equipment**.

2.16. All cables are supplied coiled and taped and the Customer should return them in a similar fashion. In default a £0.50 per cable charge to the Customer will be made. Tape will be provided for the purpose of taping coiled cable. Failure

to return the remaining tape will result in a £2.00 per roll charge to the Customer.

2.17. The Customer undertakes to maintain the **Equipment** in a clean and serviceable state for the duration of the **hire** period.

2.18. Any **equipment** fault or damage should be reported to DRS immediately on discovery.

2.19. The Customer shall not attempt to repair the **Equipment** without prior authorisation from DRS.

2.20. DRS assumes responsibility for lamps that fail under normal working conditions provided that all failed lamps are returned for inspection. In the event that the failed lamp is not returned to DRS the Customer shall be charged the full cost of replacement.

2.21. Whilst every effort is made to supply **equipment** for **hire** as ordered, DRS reserves the right to substitute similar **equipment** without notice to the Customer.

2.22. **Equipment** is supplied for the Customer's use only. **Equipment** must not be subhired, leased, loaned or otherwise disposed of to a third party without written authorisation from DRS.

2.23. DRS reserves the right to refuse any person(s) **hire** of **equipment** without explanation.

2.24. DRS are able to provide crew to install and operate the **Equipment** by arrangement. DRS will require up to two (2) working days' notice before the **hire** period to confirm that sufficient crew is available.