

Equipment Hire Agreement

Between The Yorkshire Audio Guest Book LTD company number **15037608**, (the "Owner", "Us", "We").

&

Yourself (the "Hirer", "You").

In exchange for the commitments made in this Agreement, the Owner leases the Equipment to the Hirer, and the Hirer leases the Equipment from the Owner based on the following terms.

Unless expressly stated otherwise elsewhere in this Agreement, "You" includes your employees, agents and subcontractors and, in the case of a company, your directors, shareholders, officers, employees, managers, members, partners, principals and associated or affiliated companies; if you are not a company then your individuals or entities in similar positions. A reference to a company shall include any company, corporation or other corporate entity, or partnership (in its capacity as such), wherever and however incorporated or established.

These are the guidelines under which we grant you permission to use our services. You consent to being bound by these terms and conditions by making payment and paying the Charges on your Invoice.

1. Definitions

These definitions apply unless the context requires a different interpretation:

"Charges" refers to the cost of hire and includes all costs related in any way to this agreement.

"Equipment" refers to the items covered by this agreement and detailed in the Invoice.

"Hire Period" refers to the time frame during which you have the permission to have possession and the right to use the equipment.

"Invoice" refers to a statement that we provide to you outlining the Charges and Services you will receive from The Yorkshire Audio Guest Book.

"Services" refers to the equipment rental and any other services we offer to you in accordance with this agreement.

"Total Loss" means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment.

2. General Terms

2.1 In this Agreement, time is of the essence.

3. Lease

3.1 The Owner agrees to lease the Equipment to the Hirer, and the Hirer agrees to lease the Equipment from the Owner in accordance with the terms set out in this Agreement.

4. Hire Period

4.1 The Hire Period commencement date and agreed timeframe will be specified on the Invoice.

5. Charges

5.1 The Charges for the Equipment, inclusive of VAT, will be outlined on the Invoice (the "Charges") and will be paid prior to the Hirer taking possession of the Equipment.

5.2 All payments are to be made in GBP, promptly via bank transfer as specified in the Invoice.

5.3 If The Owner deems any additional charges to be applied due to factors such as, but not limited to, damaged equipment you will be notified with reasoning and the sum required to cover any expenses endured by The Owner.

5.4 A 50% non refundable deposit is required to secure the booking

6. Delivery of Equipment

6.1 Delivery will be made to a pre-agreed address agreed by both parties, at least 2 days before your scheduled event. The Owner requires 72 hours' notice of your requirement and readiness to take delivery.

6.2 You must ensure that someone is present to accept delivery. The Owner is not liable for failed delivery attempts nor are they able to reimburse (the "Charges") in these circumstances.

6.3 If you, the Hirer, are not present to accept delivery then other parties present can accept delivery.

6.4 Immediately upon taking possession of any Equipment, it is the Hirer's responsibility to examine it and satisfy themselves that it complies with the Invoice/Hire Agreement, and has arrived in safe, clean and usable condition. Upon delivery, a period of 24 hours preceding the acceptance of the Equipment shall be conclusive evidence that you have examined the Equipment and determined it to be in excellent condition, complete, and suitably appropriate for the purpose for which it is intended.

6.5 In the event the Hirer finds any defect in the quality or quantity of the Equipment, or a failure to comply with the Invoice, you must immediately inform Us of that defect and provide photographic evidence where possible.

6.6 Risk in the Equipment transfers immediately to you when the Equipment is delivered into the Hirer's possession.

7. Use of Equipment

7.1 The Hirer will use the Equipment responsibly and in accordance with all manufacturer instructions, requirements, and recommendations.

7.2 The Hirer will also abide by any laws that may be relevant to the use of the Equipment, including but not limited to environmental and copyright laws.

7.3 The Equipment will only be used by the Hirer for the intended purpose for which it was designed.

7.4 Throughout the Hire Period and any subsequent period that the Equipment is in the possession, custody, or control of the Hirer the risk of loss, theft, damage, or destruction of the Equipment shall remain at the sole risk of the Hirer until the Equipment is returned into the Owner's possession.

8. Loss or Damaged Caused

8.1 To the extent permitted by law, the Hirer will be responsible for the risk of loss, theft, damage, and destruction of the Equipment from any and every cause including acts of God.

8.2 The Hirer is responsible for reporting any theft of the Equipment to us and the Police, as well as cooperating with us and the Police as required, for as long as required. The Hirer must notify us immediately if the Equipment is stolen or damaged by a third party.

8.3 The Hirer acknowledges that the Owner shall not be liable for any loss or damage to the Equipment resulting from or in connection with the Hirers or its guests' negligence, misuse, mishandling of the Equipment, or otherwise caused by the Hirer or its guests, suppliers, officers, employees, agents, and contractors, and the Hirer agrees to indemnify the Owner on demand against the same and against all losses, liabilities, claims, damages, costs, or expenses of whatever nature may arise.

9. Breakdown and Repair

9.1 In the event of breakdown or malfunction, the Hirer must inform the Owner immediately of any problem in the operation of the Equipment.

9.2 Where possible the Owner will provide support to resolve any problem in the operation of the Equipment. If it is agreed that the Equipment which has been supplied is faulty you may choose to terminate hire, however the Owner will not be held liable for any additional event costs arising from a fault in the Equipment. If you have been negligent in your care or use of the Equipment, you will be liable for appropriate replacement of Equipment of the same quality without deduction for depreciation or use.

10. Return of Equipment

10.1 Returns will be sent with a pre-paid postage label to our registered address. On the agreed-upon return collection day, you must make sure that someone is on hand to return the Equipment using the agreed method as instructed.

10.2 If you, the Hirer, are not able to return the Equipment as agreed you may be held liable for any loss of earnings as a result. Failure to return the Equipment, in the original shipping box, with all its original contents in good working order, you will be held liable for any replacement costs.

11. Termination

11.1 The Owner has the right to terminate the agreement because you are, or might be, in breach of this agreement including in a failure to make payment of Charges when due.

12. Cancellation Terms

12.1 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("the Regulations") you have a right to cancel this agreement.

12.2 As required by the Regulations, details of our after-hiring service and guarantees, if any, are given along with these terms and conditions. Apart from your cancellation right, termination of this contract will be regulated under the terms set down in this agreement.

12.3 In the event the Hirer wishes to cancel the service agreement the following charges will apply:

Cancellation Charges	
50% Deposit	Is non-refundable
30 Day Final Balance	Is non-refundable once paid

12.4 In the unlikely event the Owner wishes to cancel the service agreement a full refund will be provided to the Hirer

13. GDPR

13.1 We will abide by our Privacy and Recording policy as part of our responsibilities under the law to follow GDPR and data collecting laws. You are familiar with our privacy and recording policy document which was reviewed by you at the time of booking, and you are satisfied with the measures that have been taken.

For the avoidance of doubt:

The Yorkshire Audio Guest Book will store all recordings for a period of up to two years. After this, any files stored of recordings will be deleted.

The Yorkshire Audio Guest Book may use, process, or share the recordings for the purpose of editing and producing the recorded audio files for the provision of an Audio Guest Book to you. The Yorkshire Audio Guest Book may use, process or share the recordings for other purposes such as marketing.

Upon your written request, The Yorkshire Audio Guest Book will not use, process or share the recordings for other purposes such as marketing. Likewise, upon receiving written notice we will securely delete or return any recorded audio files (and any copies thereof) upon termination of the Agreement.

14. Disclaimer and Limitation of Liability

14.1 Our business is to provide Equipment as agreed. We make no claims to being subject matter specialists. We disclaim any obligation or liability to you arising directly or indirectly from the information you take from us.

14.2 We are not liable to any person in any circumstances, if at any time:

- the Equipment has been damaged in any way whatever;
- the Equipment has been repaired or serviced by someone not authorised by us to provide that service;

14.3 The Owner is not liable for failure to make proper use of the Equipment as intended. The Owner will recommend methods to ensure that an adequate number of messages are left and that the Hirer gets the most out of their booking. However, the Hirer has the ultimate interest and responsibility in ensuring a number of messages are collected. No refunds will be given if the Hirer feels they did not receive the number of messages they anticipated.

14.4 In the event of a report of faulty Equipment by the Hirer, the Owner will conduct a comprehensive investigation into the fault. If no fault is found, the Owner discharges all responsibility or liability for the lack of messages.

15. Operational Requirements

15.1 You agree to adhere to the following operational requirements:

15.2 The Yorkshire Audio Guest Book phone of your choosing should be securely positioned on a small surface or table at least 30cm by 40cm, away from anything harmful to the device's operation e.g, liquids.

15.3 For optimum results The Yorkshire Audio Guest Book phone should be positioned in a quieter location to prevent background noise on the audio recordings, whilst we will try our best to edit background noise this is not always possible.

15.4 The Yorkshire Audio Guest Book phones are only permitted for indoor usage, although in cases where venues forbid it, authorisation may be granted by the Owner for covered outdoor use.

15.5 In case of emergency, The Yorkshire Audio Guest Book phone cannot be installed in any space that serves as a route for an entrance or departure.

16. Hirers Obligations

16.1- As the Hirer you agree that you will:

- Keep the Equipment safe, properly maintained and repaired.
- Not attempt to repair or service the Equipment.
- Never transport the Equipment to any unapproved location, in particular overseas.
- Not use the Equipment for any unlawful purpose.
- Return the Equipment to us in the same condition that it was supplied to you.
- Under no circumstance attempt to disassemble the Equipment for any reason.
- Only hire our Equipment with the purpose to create an Audio Guest Book for your event.

17. Notice to The Hirer

17.1 This is a lease. You are not buying the Equipment. Do not make payment until you have read and understood this Agreement.