SOUNDTECH PA HIRE
DRY HIRE EQUIPMENT AGREEMENT

Tobias Ferguson trading as Soundtech PA Hire
Warburton Bridge Road, Rixton, Warrington, Cheshire WA3 6HL
Sole trader
soundtechpahire.co.uk

For equipment-only dry hire. No sound engineer or operator is supplied under this Agreement. The Agreement is normally sent to the Hirer in advance to read, complete and sign. If the Hirer is unable to print it, a paper copy will be available to read, complete and sign when collecting the Equipment.

Hire details

Agreement / quote no.	
Hirer full name	
Hirer address	
Email / phone	
Hire start	Date: _____ Time: _____
Hire end	Date: _____ Time: _____
Collection / delivery	☐ Collection ☐ Delivery ☐ Other: _____
Total hire fee	£_____
Security deposit required	£_____ (minimum £100; 25% if higher)
Booking fee already paid	£_____ (forms part of refundable security deposit)
Security deposit balance due	£_____
Total stated equipment value	£_____

Parties. This Agreement is between Tobias Ferguson trading as Soundtech PA Hire (the "Owner") and the person or business named above (the "Hirer").

1. Dry hire only and Equipment

This Agreement is for dry hire of sound, lighting and related equipment only. The Hirer is responsible for operating the Equipment. No sound engineer, technician or operator is supplied under this Agreement unless separately agreed in writing under separate service terms.

"Equipment" means the items listed in Schedule 1 or in an accepted quotation, booking confirmation or equipment list expressly incorporated into this Agreement. The Schedule should identify quantities, descriptions and, where appropriate, asset or serial numbers, replacement values and condition at handover.

An individual Hirer must be at least 18 years old. If another person is to collect or accept delivery on the Hirer's behalf, that person must be authorised by the Hirer and accepted by the Owner. The authorised person may be required to provide photographic identification, and the Hirer remains responsible for the Equipment and for the authorised person's actions in connection with the hire.

2. Hire period and booking confirmation

The hire starts and ends at the dates and times stated above. The booking is not confirmed until the Owner has accepted it and the required booking fee has been received, unless the Owner confirms otherwise in writing.

The contract is formed when the Owner confirms acceptance of the booking in writing after any required booking fee has been received, unless the booking confirmation states otherwise.

The Hirer must return the Equipment by the agreed end date and time and must not extend the hire without the Owner's prior written agreement.

3. Agreement provided before booking and collection procedure

The Owner will normally provide this Agreement to the Hirer before the booking is confirmed, either by sending a copy or by providing a link to it with the quotation. A further copy is normally sent with the invoice or other booking correspondence. The Hirer should read the Agreement before accepting the quotation or paying any required booking fee. If the Hirer is unable to print the Agreement, the Owner will make a paper copy available to read, complete and sign when the Equipment is collected. In all cases, the Agreement must be completed and signed before the Equipment is released.

The Equipment will not be released until the Owner has received the signed Agreement, checked the required identification, completed any identification check or copy permitted under clause 5, and received the hire charges and security deposit due, unless the Owner has expressly agreed otherwise in writing.

The Owner may countersign the Agreement at collection. The signed Agreement, together with the Equipment Schedule, accepted quotation and booking confirmation, records and confirms the terms applying to the dry hire; it does not postpone the formation of a contract already confirmed in writing.

4. Hire charges, booking fee and security deposit

The hire fee is the amount stated above or in the accepted quotation. The hire fee and any outstanding security deposit must be paid by the time stated in the booking confirmation and, in all cases, before the Equipment is released unless the Owner agrees otherwise in writing.

A security deposit is required on every dry hire booking. The security deposit is the greater of: (a) £100; or (b) 25% of the total hire fee.

Any booking fee already paid by the Hirer forms part of the refundable security deposit. It is not an additional security charge and is not automatically forfeited on cancellation. If the booking fee is less than the security deposit required, the balance must be paid before handover. Any amount that may properly be retained following cancellation is governed by clause 13.

The unused balance of the security deposit will normally be refunded by bank transfer within 3 working days after all Equipment has been returned and checked, using the separate Security Deposit Refund Details sheet. The Owner may make reasonable, evidenced deductions for sums properly due under this Agreement, including loss, damage or missing Equipment. The Owner will explain any deduction and refund any remaining balance.

5. Identification and privacy

Before releasing the Equipment, the Owner will require valid photographic identification and may require reasonable proof of address. Where reasonably necessary having regard to the value and circumstances of the hire, the Owner may take a copy of the identification for the purposes of confirming the Hirer's identity, preventing fraud and protecting the Owner's Equipment.

Any identification copy will be kept securely only for as long as reasonably necessary for the hire and any related unresolved loss, damage, recovery or payment issue, then securely destroyed.

The Hirer's bank account details are collected on the separate Security Deposit Refund Details sheet only so the Owner can return the security deposit by bank transfer. They will be kept securely until the refund has been completed and any immediate refund issue has been resolved, then securely destroyed or deleted. The Owner will not use those bank details to take payments from the Hirer. Further information about how personal data is handled is available in the Soundtech PA Hire Privacy Notice at soundtechpahire.co.uk.

6. Handover and condition

The Equipment will be supplied in working order subject to any condition recorded at handover. The Hirer must check the Equipment at handover and promptly report any obvious missing items or damage. Any handover checklist, photographs or condition report form part of this Agreement.

For collection, handover occurs when the Equipment is physically released to the Hirer or an authorised collector. For delivery, handover occurs when the Equipment is delivered and accepted by the Hirer or an authorised representative at the agreed delivery location.

Where the Hirer is a consumer, nothing in this Agreement removes rights that apply by law to hired goods, including rights relating to description, satisfactory quality and fitness for purpose where applicable.

7. Hirer's care and permitted use

The Hirer must take reasonable care of the Equipment, use it only for its intended purpose and follow any operating or safety instructions supplied by the Owner or manufacturer.

- keep the Equipment secure and under appropriate supervision;
- protect it from rain, liquids, excessive heat, dust, impact and other avoidable hazards;
- use a suitable and safe electrical supply, extension leads and cabling;
- not open, dismantle, modify or attempt to repair the Equipment;
- not remove or obscure serial numbers, asset labels or identification marks;
- not sell, pledge, lend, sub-hire or otherwise part with possession of the Equipment without the Owner's prior written consent;
- stop using any item that appears unsafe or faulty and notify the Owner promptly.

8. Faults during the hire

If Equipment develops a fault that was not caused by the Hirer, the Hirer must stop using the affected item and contact the Owner as soon as reasonably possible. The Hirer must not attempt a repair unless the Owner gives written permission.

Where reasonably possible and appropriate, the Owner will repair or replace the affected item or provide any refund or price reduction required by law. The Owner is not responsible for a fault caused by misuse, unsuitable power, unauthorised modification, accident or other breach by the Hirer.

9. Risk, loss, theft and damage

The Hirer is responsible for the Equipment while it is in the Hirer's possession or control, from handover until it is returned to and accepted by the Owner, except to the extent that loss or damage results from a pre-existing defect, fair wear and tear, an inherent fault, or the negligence or breach of contract of the Owner or someone acting for the Owner.

The Hirer must notify the Owner promptly of any loss, theft or damage. Theft or suspected criminal loss must be reported to the police where reasonably appropriate and any crime reference number supplied to the Owner if available.

Where the Hirer is responsible for damage, the Hirer will pay the reasonable cost of repair. Where Equipment is lost, stolen or beyond economic repair, the Hirer will pay the Owner's reasonable financial loss, taking account of the item's age, condition and value immediately before the loss and avoiding double recovery or betterment.

The Owner may also recover reasonable and foreseeable direct losses caused by the Hirer's breach, to the extent permitted by law.

10. Security and insurance

The Hirer must take reasonable steps to prevent theft or unauthorised access to the Equipment. Equipment must not be left unattended in an insecure vehicle or location.

Separate insurance is not automatically required for every hire. For higher-value bookings, the Owner may require evidence of suitable hired-in equipment insurance if that requirement is made clear before the booking is confirmed. The security deposit does not limit the Hirer's liability for sums properly due under this Agreement.

11. Late return

If Equipment is returned after the agreed hire end date or time without a written extension agreed by the Owner, the Owner may charge a reasonable additional hire amount where the delay extends the hire into a further hire period or causes a reasonably foreseeable loss. Any additional hire charge will be proportionate to the delay and its consequences and will not exceed the applicable daily hire cost for the affected Equipment for each additional day or part of a day.

This does not prevent the Owner from recovering any additional reasonable and foreseeable direct loss caused by the late return where that loss is legally recoverable. The Owner will not charge for a delay caused by the Owner. The Owner will not recover twice for the same loss.

12. Return and lawful recovery

At the end of the hire, the Hirer must return all Equipment, cables, cases, stands, accessories and other supplied items in the condition required by this Agreement, allowing for fair wear and tear.

If the Hirer fails to return the Equipment, the Owner may take lawful steps to recover it and any reasonable recovery costs that are legally recoverable. Nothing in this Agreement authorises the Owner to use force, enter private premises without lawful authority or consent, or bypass any legal process that is required.

13. Cancellation by the Hirer

The Hirer may cancel the booking by giving clear written notice to the Owner. Any statutory cancellation right that applies to a consumer takes priority over this clause.

Where required by law, the Owner will provide separate pre-contract information, cancellation information and a model cancellation form for a qualifying consumer booking made at a distance or away from the Owner's business premises.

Where no statutory cancellation right applies, the Owner may retain or recover only a fair and reasonable amount reflecting losses and costs caused by the cancellation, taking reasonable steps to reduce those losses. Any amount paid above the sum properly due will be refunded. A cancellation charge will not be imposed merely as a penalty.

14. Cancellation, suspension or termination by the Owner

The Owner may cancel, suspend or terminate the hire if the Hirer commits a serious breach of this Agreement, fails to make a required payment, provides materially false booking information, unlawfully uses the Equipment, or creates a material risk to people or property.

Where a breach can reasonably be put right, the Owner will normally give a reasonable opportunity to remedy it before termination. Immediate termination may be used where reasonably necessary because of theft, deliberate damage, fraudulent conduct, abandonment, unlawful use or an immediate serious safety risk.

If the Owner cancels for a reason not caused by the Hirer and cannot supply the agreed Equipment or a suitable agreed alternative, the Owner will refund payments for the part of the hire not supplied, subject to any additional rights required by law.

If the hire is terminated because of the Hirer's breach, the Owner may retain or recover only sums reasonably due under this Agreement, including reasonable direct loss caused by that breach, and will refund any remaining balance.

15. Events outside reasonable control

Neither Party is responsible for delay or failure caused by an event genuinely outside that Party's reasonable control, provided the affected Party takes reasonable steps to reduce the effect of the event and notifies the other Party where reasonably possible.

If such an event makes the agreed dry hire impossible or materially different, the Parties will try to agree a reasonable alternative. If no reasonable alternative can be agreed, either Party may end the affected part of the Agreement. Refunds and charges will be dealt with fairly and subject to any mandatory consumer rights.

16. Liability

Nothing in this Agreement limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be limited or excluded.

The Hirer is responsible for reasonably foreseeable loss or damage caused by the Hirer's negligence, deliberate act, unlawful use or material breach of this Agreement. The Owner remains responsible for obligations and liabilities that cannot lawfully be excluded or restricted.

17. Notices and agreed changes

Routine notices and agreed changes may be recorded by email, text message, booking confirmation, the website contact/enquiry form, or another written method used for the booking. Any change to the Equipment, hire period, price, collection/delivery arrangement or other important term should be recorded in writing.

Soundtech PA Hire can be contacted through soundtechpahire.co.uk or by telephone on 07577 265399. Where this Agreement requires written notice, the Hirer should use a written method used for the booking or the website contact/enquiry form.

18. Agreement record and severability

This Agreement, together with Schedule 1, the accepted quotation and booking confirmation, records the written terms applying to the dry hire. Nothing in this Agreement excludes or limits any right or remedy the Hirer may have in relation to a statement or representation made before the contract was formed where the law makes that statement binding or provides the Hirer with a remedy.

If any provision is invalid or unenforceable, it will be treated as modified or removed only to the minimum extent necessary and the remaining provisions will continue in effect.

19. Governing law and courts

This Agreement is governed by the law of England and Wales. The courts of England and Wales will have jurisdiction, subject to any mandatory right a consumer has to bring or defend proceedings elsewhere in the United Kingdom.

Schedule 1 - Dry hire Equipment

An accepted quotation or stock list may be attached instead if it clearly identifies every hired item and forms part of this Agreement.

Qty	Equipment / model	Asset / serial	Condition	Value (£)	Returned

Additional items / agreed notes

_____

_____

_____

Handover and return checklist

Handover condition	☐ Checked ☐ Photos taken ☐ Existing damage recorded
Accessories / cables	☐ Checked
Operating guidance	☐ Supplied where required
Return condition	☐ Checked ☐ Damage / missing items recorded
Return date / time	_____

The handover/return record, photographs and any attached equipment list or quotation form part of this Agreement where applicable.

Consumer information

Nothing in this Agreement is intended to remove or reduce statutory consumer rights. Any statutory cancellation right takes priority over this Agreement.

Where required by law, separate pre-contract information, cancellation information and a model cancellation form will be provided for qualifying consumer bookings made at a distance or away from the Owner's business premises.

Signing this Agreement at collection does not replace any information that the Owner is required by law to provide before the booking is confirmed.

Important

The Security Deposit Refund Details sheet on the following page is separate from the retained hire agreement. It is used only to return the security deposit and should be detached or otherwise stored separately so that it can be securely destroyed or deleted after the refund process is complete.

Signatures

By signing, the Hirer confirms that they have had the opportunity to read this Agreement and the Equipment Schedule before taking possession of the Equipment, and that the information they have supplied is correct to the best of their knowledge.

Owner	Tobias Ferguson trading as Soundtech PA Hire
Owner signature	_____
Hirer name	_____
Hirer signature	_____
Date	_____

Security Deposit Refund Details - Separate Sheet

Hirer to complete. This sheet is separate from the retained hire agreement and is used only to return the security deposit by bank transfer.

Agreement / quote no.	
Hirer name	
Account holder name	
Sort code	_____ - _____ - _____
Account number	_____
Refund reference (optional)	_____

By supplying these details, the Hirer confirms that they are accurate to the best of their knowledge. Soundtech PA Hire will use them only to return the security deposit and will not use them to take payments.

Privacy and disposal

This sheet should be kept securely until the security-deposit refund has been completed and any immediate refund issue has been resolved. It should then be securely destroyed or deleted. Further information is available in the Soundtech PA Hire Privacy Notice at soundtechpahire.co.uk.

For Soundtech PA Hire use

Refund amount	£_____
Refund date	_____
Refund / deduction note	_____