Terms and Conditions for Dry Hire Services

1. Definitions: ‘The Hirer’ is the customer whose name appears on the ‘dry hire form’. ‘Complete Music and Sound’ or ’CMS’ refer to Complete Music and Sound Ltd. “Equipment” is anything received by the hirer from CMS or itemised on the dry hire form. A nominated person may sign the contract on behalf of the hirer if this has been agreed in advance between the hirer, CMS and the nominated person, and in this case the hirer is still bound by the agreement and these terms.
2. The signed “Dry Hire Form” or an agreement by email referring to these terms forms a legally binding contract.
3. CMS do not warrant that the equipment supplied is fit for the purpose for which you require it.
4. The hirer may nominate someone to sign for and receive the equipment on their behalf, either by text message, e-mail or in writing. The hirer will be bound by our terms and conditions from the moment the hire or the nominated person has confirmed receipt of the equipment by signing the documents.
5. As soon as the hirer or anyone acting on their behalf handles equipment specified on the dry hire form that equipment is “in the care of the hirer” and the hirer assumes responsibility for the full replacement value of the equipment and is bounded by this document.
6. All equipment is of sound condition functioning correctly at time of receipt by hirer or anyone acting on their behalf unless specified on the dry hire form. CMS will test the equipment upon collection/return. If there is fault with the equipment or equipment missing, the deposit will be retained to make good the fault or missing equipment and the hirer may be invoiced for repairs and/or replacement of the equipment. This does not affect CMS rights to enforce any other part of these terms and conditions.

7. THE HIRER AGREES TO:

a. Ensure that the area where the equipment is to be kept or used is fit for the purpose and that the equipment is used for the purpose for which it is designed. If CMS believes this is not the case or that the equipment or people shall be put at risk of damage or theft CMS reserves the right to refuse delivery and charge the hirer for any costs and losses incurred.

b. Be aware that CMS PAT test and visually inspect equipment regularly but new equipment may not be tested or labelled as such and that the hirer is solely responsible for the safe use of equipment using a suitable electrical supply.

c. Only allow persons who are trained in the proper use of such equipment to operate it and to do so in accordance with advice given by CMS to the hirer and shall, at the Hirer’s own expense, keep the equipment in good repair and

condition, reasonable wear and tear expected. Cleaning fees may be charged if deemed necessary by CMS.

d. Pay any invoice given by CMS to the hirer in respect of equipment that needs to replaced, cleaned, repaired or otherwise recovered due to losses or damage occurring whilst in the care of the hirer.

e. Keep the equipment insured against fire, loss, damage or risk from whatever cause at it's full replacement value.

f. Pay CMS, all monies received or receivable in respect of such insurance if the equipment shall be injured or destroyed so CMS may apply such monies to either 1. making good the damage or 2. replacing the equipment by other articles of similar description and quality and such substituted articles shall become subject to the provisions of this agreement in the same manner as the articles for which they shall have been substituted.

g. Will permit CMS at all reasonable times to have access to the equipment and to inspect the state and condition thereof.

h. Pay any reasonable compensation to CMS if the equipment has not been accessible for collection at agreed times.

i. Not sell or offer for sale, mortgage, pledge, underlet, lend or otherwise deal with the equipment or any parts thereof in a manner prejudicial to CMS's rights, but will keep the equipment in its possession and will not remove the same or any part or parts thereof from the place where the equipment is for the time being without the previous consent of CMS and will duly and punctually pay all rents, rates, taxes, charges and impositions payable in respect thereof on demand and will protect the same against distress, or seizure and indemnify CMS against all losses, costs, charges, damages and expenses incurred by it by reason or in respect thereof.

8. CMS accepts no responsibility for:

a. Stoppages or any consequential loss or damage. Our liability in respect of any defect or failure of the equipment supplied is limited by making good or replacement or repair defects which under proper use and conditions appear therein and arise solely from faulty design, materials or workmanship.

b. Any equipment not belonging to CMS whether delivered by CMS or not and the Hirer will indemnify CMS against any damage to equipment or installations not belonging to CMS as a result of malfunction or non-function of any of the equipment supplied by CMS.

9. The title of all goods covered by this hire agreement may not in all cases be vested with CMS. CMS as referred to in this agreement is however authorised to hire out all equipment covered by these terms and conditions.

10. If the Hirer shall fail to observe or perform the terms and conditions of this agreement on its part or if the Hirer shall do, cause to be done, permit or suffer any act or thing whereby CMS's rights in the equipment may be prejudiced or put in jeopardy, this agreement shall forthwith determine and it shall thereupon be lawful for CMS to re-take possession of the equipment and for that purpose enter into or upon any premises where the same may be and the determination of the hiring under this clause shall not affect the right of CMS to recover from the Hirer any monies due to CMS under this agreement or damages for breach thereof.

11. Terms of delivery and collection and returns

a. If CMS have agreed to deliver or collect equipment the hirer agrees to ensure the equipment can be accessed at the agreed times, there is parking available at the address and that easy access is possible to the setting up area.

b. CMS will collect the equipment within a 1hour of any agreed time and costs will be charged if access to the equipment is not possible at this time. This fee may be deducted from a deposit. If CMS are unable to collect the equipment at the agreed time for unforeseen circumstances reasonable co-operation from the hirer will be made to ensure the safe return of the equipment, at a new agreed time.

c. CMS reserve the right to charge the hirer for any unforeseen costs incurred making the delivery or collection, in addition to the standard delivery fees. This may include, waiting time, congestion charges, parking fees, or penalty charge notices.

d. If the hirer is picking up and/or returning the equipment this must be done via appointment. It is advisable to phone prior to setting off as you must not assume online opening hours are applicable.

e. If the hirer is returning items via an unattended cab or courier they must take responsibility for the driver ensuring all equipment is returned to us. You may be charged for items left in the cab (if it is not recovered) so we don't recommend this.