



ST LEONARDS ROAD, PARK ROYAL, LONDON, NW10 6ST
Email: h@coloursound.co.uk Website: <http://www.coloursound.co.uk>

Terms and Conditions of Hire

1. DEFINITIONS

1.1. In these Conditions:

1.1.1. "Contract" means a legally binding agreement with specific terms for the hire of Equipment, concluded by the acceptance by Colour Sound Experiment Ltd of an order pursuant to Condition 2.

1.1.2. "Equipment" means all items that are detailed within the hire agreement, and any other apparatus, machinery and vehicles required for the execution and completion of any agreed onsite works, or for the remedying of any defects.

1.1.3. "Hire Charge" means the agreed fee payable by the Hirer to Colour Sound Experiment Ltd for the hire of Equipment.

1.1.4. "Hire Period" means a period starting on the date that Equipment is dispatched to or collected by the Hirer and ending on the date on which the Equipment is collected by or returned to Colour Sound Experiment Ltd.

1.1.5. "Hirer" means the person or organisation who is entering into a hire agreement for Equipment from Colour Sound Experiment Ltd.

1.1.6. "Colour Sound Experiment Ltd" means Colour Sound Experiment Limited, Colour Sound Experiment Ltd Group or any subsidiary company.

1.1.7. "The Site" means the premises or site specified by the Hirer where the Equipment is to be used.

1.2. The headings in these Conditions are for ease of reference only and shall not affect their interpretation.

2. GENERAL

2.1. These Terms and Conditions shall apply to all contracts for the hire of Equipment by Colour Sound Experiment Ltd to the Hirer to the exclusion of all other terms and conditions referred to, offered or relied on by the Hirer unless the Hirer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by Colour Sound Experiment Ltd in writing.

2.2. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Colour Sound Experiment Ltd.

2.3. By accepting the Equipment at the Site the Hirer is agreeing to these Terms and Conditions unless otherwise agreed in writing.



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2.4. Any advice or recommendations given by Colour Sound Experiment Ltd or its employees or agents, verbally or in writing, to the Hirer or its employees or agents, as to the storage, application, installation or use of the Equipment by Colour Sound Experiment Ltd is followed or acted upon entirely at the Hirer's own risk and, accordingly, Colour Sound Experiment Ltd shall not be liable for any such advice or recommendations, or the actions of any third party in the storage, application, installation or use of the Equipment unless the Hirer has separately contracted for such services with Colour Sound Experiment Ltd directly.

3. ORDERS

Colour Sound Experiment Ltd shall only accept an order for hire of Equipment provided that it is in writing. Unless otherwise agreed, the written acceptance of the Hirer's order by an authorised employee of Colour Sound Experiment Ltd shall constitute the Contract, which shall be subject to these Conditions. Any terms or conditions in the Hirer's order or other documentation of whatsoever kind which are inconsistent with these Conditions shall have no effect.

4. HIRE OF EQUIPMENT

4.1. Colour Sound Experiment Ltd hereby hires to the Hirer the Equipment for the Hire Period at the Hire Charge.

4.2. Colour Sound Experiment Ltd reserves the right to supply equipment of a similar design to the specified Equipment, provided that such variations do not materially affect the quality, nature, scope of, or the charges for the Equipment.

4.3. All descriptions and specifications, drawings and particulars of weights and dimensions issued by Colour Sound Experiment Ltd are approximate only, and are intended only to present a general idea of the goods to which they refer and shall not form part of the contract. Due to continuing development, Colour Sound Experiment Ltd reserves the right to change specifications without notice.

4.4 If the Hirer requests any variation to the Equipment or any other obligation of the Company under the Agreement, Colour Sound Experiment Ltd has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to Colour Sound Experiment's charges and any other relevant changes to the terms of the Hire Agreement to take account of the change.

4.5 Equipment is hired subject to it being available for hire to the Hirer at the time required by the Hirer. Colour Sound Experiment will not be liable for any loss suffered by the Hirer as a result of the Equipment being unavailable for hire where the Equipment is unavailable due to circumstances beyond the Company's control.



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4.6 If the Equipment is re-hired to a third party by the Hirer, this will not affect or supercede any of the terms of the contract agreement which is in force with the Hirer. Equipment hired in for rehire must be hired out under conditions no less onerous than these Conditions.

4.7 The Equipment will be PAT tested by Colour Sound Experiment Ltd prior to hire unless the Hirer is notified otherwise, in which case the Hirer shall have the Equipment PAT tested by a competent person prior to its use.

5. HIRE CHARGE

5.1. The Hirer shall pay to Colour Sound Experiment Ltd either in advance or on a weekly basis a sum calculated by multiplying the appropriate Hire Charge for the Equipment by the Hire Period for such items of Equipment, unless otherwise agreed in writing. All hire charges are strictly net and are due and payable on invoice submitted within 14 days. Charges run from day of dispatch until day of return and are based on a period of one week or part thereof irrespective of whether the goods are in use or not. A period of two days grace is normally given on collection and deliveries (i.e. collection Friday: return Monday).

5.1.2. Colour Sound Experiment Ltd shall be entitled to vary the Charges from time to time by giving not less than one months' written notice to the Hirer.

5.1.3. Subject to any special terms agreed in writing, the Hirer shall pay the Charges and any additional sums which are agreed between Colour Sound Experiment Ltd and the Hirer for the provision of any additional Equipment which is required as a result of the Hirer's instructions or lack of instructions, or any other cause attributable to the Client, including any delay in returning the Equipment.

5.1.4. The amount of any Deposit and any payment plan as applicable for the Charges shall be as quoted to the Hirer. Where a Deposit is required for the Equipment it must be paid in advance of the Hirer hiring the Equipment and all payments made in line with the agreed payment plan.

5.2. The Hirer shall pay to Colour Sound Experiment Ltd any packing and delivery charges where appropriate.

5.3. All sums due from the Hirer to Colour Sound Experiment Ltd hereunder shall be increased to include VAT at the current rate.

5.4. The Hirer shall pay Colour Sound Experiment Ltd's invoices hereunder within 14 days of the date of invoice. Time shall be of the essence in respect of the payment of all sums due hereunder.

5.5. Colour Sound Experiment Ltd reserves the right to charge the Hirer interest under the Late Payment of Commercial Debts (Interest) Act 1998 at the rate of 3% per annum above the mean base rate for the time being of the London Clearing Banks on all invoices which are not paid in accordance with Condition 5.4, such interest



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being calculated from a date 30 days after the date of invoice until actual payment compounded quarterly and to be payable as well after as before any judgment obtained in respect thereof. The Hirer shall reimburse Colour Sound Experiment Ltd for any and all costs incurred by Colour Sound Experiment Ltd in recovering payment pursuant to this.

5.6 Colour Sound Experiment Ltd may run a credit check to assess the financial circumstances of the hirer and set a reasonable credit limit for the hirer based thereupon. Colour Sound Experiment Ltd reserves the right to terminate the Agreement if allowing it to continue would result in the Client exceeding its credit limit or if the credit limit is already exceeded.

6. DELIVERY & COLLECTION

6.1. Any dates and times quoted for delivery of the Equipment are approximate only and Colour Sound Experiment Ltd shall not be liable for any delay in delivery of the Equipment howsoever caused.

6.2. Unless otherwise agreed in writing, the Hirer is responsible for providing unobstructed access to the Site and for the loading, transporting and unloading the equipment at the Site and on its return to Colour Sound Experiment Ltd and for all costs incurred in connection therewith, and any driver or operator supplied by Colour Sound Experiment Ltd shall be deemed to be under the Hirer's control and shall comply with all directions of the Hirer.

6.3. The Hirer shall conduct a reasonable inspection of the Equipment upon receipt and will sign and return a delivery note to confirm receipt. If such inspection reveals that the Equipment is damaged, or that some of the Equipment is damaged, or that some of the equipment has been lost, the Hirer shall notify Colour Sound Experiment Ltd and the carrier in writing within 3 days of the date of receipt. Damaged Equipment may be retained by the Hirer for inspection by the carrier provided that it shall be returned to Colour Sound Experiment Ltd on demand. If the Hirer fails to notify Colour Sound Experiment Ltd and the carrier in accordance with this Condition, or to return the equipment on demand, the Hirer shall pay to Colour Sound Experiment Ltd the full cost of repair or replacement of the Equipment or full hire rate until returned.

6.4. For Hirers collecting and returning Equipment, Colour Sound Experiment Ltd's normal working hours are Monday to Sunday 9am - 6pm.

6.5. Colour Sound Experiment Ltd's normal hours of delivery are Monday to Friday 10am - 5pm. Outside these hours additional charges may apply.

6.6. Colour Sound Experiment Ltd reserves the right to recharge additional costs of delivery and collection including, but not restricted to, parking fines, waiting time and toll charges.



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7. USE OF EQUIPMENT

7.1. The Hirer shall ensure that the Equipment is installed and used by competent and qualified personnel in a manner which complies with any applicable statute, regulation or order from time to time in force affecting the Equipment including but not limited to the Health and Safety at Work Act 1974 and any statutory amendment or replacement of it.

7.2. The Hirer shall at its expense keep the equipment in good repair, condition and working order, fair wear and tear excepted. Without prejudice to the generality of the foregoing, the Hirer shall on a very regular basis and certainly every week:

7.2.1. inspect, test and clean the Equipment;

7.2.2. Check and maintain wiring to and fixing and rigging of the equipment.

7.3. The Hirer shall not without the prior written consent of Colour Sound Experiment Ltd make any modification or alteration to the Equipment, or take the Equipment outside mainland Great Britain.

7.4. The Hirer shall allow Colour Sound Experiment Ltd to inspect the Equipment upon request during Colour Sound Experiment Ltd's normal working hours.

7.5. The Hirer shall return all faulty lamps to Colour Sound Experiment Ltd. The replacement cost of the lamps will be charged to the Hirer if they are not returned.

7.6 The Hirer shall not remove from, nor cover up, alter or deface any labels, names or proprietary marks on the Equipment, nor damage, interfere with or alter the Equipment, its working mechanisms or any other parts of it. No painting, marking, labelling, signage, letting or advertising shall be affixed on the Equipment without Colour Sound Experiment's written consent.

7.7 All Equipment must be used with plugs and/or sockets as fitted. If other plugs or sockets are to be fitted, a competent person who shall also reinstate the same to the original condition shall carry out such work. Any such alteration must be PAT tested and certification provided to the Company.

7.8 The Hirer shall be responsible at all times to arrange the proper supply of electricity for use with the Equipment and for ensuring that the correct voltage is used and that where appropriate, the Equipment is properly installed by a qualified and competent person. The Hirer shall ensure that the Equipment shall at all times be properly earthed once installed.

7.9 Prior to the return of the Equipment to Colour Sound Experiment Ltd., all cables must be neatly coiled and tied (a charge of 50p per cable may be made if this is not the case).



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7.10. If the Equipment is returned in an unclean state except where due to fair usage, the Hirer shall be liable to pay Colour Sound Experiment Ltd for the cost of any cleaning required to return the Equipment to a condition fit for rehire and to pay the Charges, in accordance with the provisions of Condition 5 until such repairs and/or cleaning have been completed.

8. BREAKDOWN AND REPAIRS

8.1. Where the breakdown of the Equipment is caused by fair wear and tear or by a fault in the Equipment or where stoppage occurs in the course of carrying out normal repairs, full allowance for the Hire charges will be made to the Hirer, any claims to be considered from the time and date of notification by the Hirer.

8.2. Where the breakdown of the Equipment is caused as a result of the negligence or misuse by the Hirer, the Hirer shall be responsible for all loss or damage incurred by Colour Sound Experiment Ltd arising from any breakdown and for the payment of the hire charges during the period the Equipment is inoperable due to such breakdown.

8.3. The Hirer must not repair or attempt to repair the Equipment unless authorised to do so in writing by Colour Sound Experiment Ltd.

9. OWNERSHIP

The Equipment shall at all times remain the property of Colour Sound Experiment Ltd and the Hirer shall have no rights to the Equipment other than as hirer and the Hirer shall not do or permit or cause to be done any matter or thing whereby the rights of Colour Sound Experiment Ltd in respect of the Equipment are or may be prejudicially affected.

10. LOSS, DAMAGE AND INSURANCE

10.1. In the event of any loss or damage to the Equipment the Hirer shall pay for its replacement, or the cost of restoring it to good working order, or allow Colour Sound Experiment Ltd or its agent to carry out such work at the Hirer's expense.

10.2. The Hirer shall during the Hire Period (without prejudice to the liability of the Hirer to Colour Sound Experiment Ltd pursuant to Condition 10.1) keep the Equipment insured for its full replacement value with a reputable insurance company against loss or damage from all risks (including third party risks). The Hirer shall notify its insurers that the Equipment is on hire from Colour Sound Experiment Ltd and request the insurers to



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endorse a note of such interest on the policy, naming Colour Sound Experiment Ltd as loss payee. The Hirer shall on demand show to Colour Sound Experiment Ltd the policy, the premium receipts and insurance certificate and shall not use or allow the Equipment to be used for any purpose not permitted by the terms and conditions of the said policy or do or allow to be done any act or thing whereby the insurance may be invalidated.

10.3. Where any event or accident shall occur which is a risk covered by the Hirer's insurance hereunder, the Hirer shall immediately notify Colour Sound Experiment Ltd thereof. The Hirer shall hold any monies received by the same as Colour Sound Experiment Ltd directs.

11. HIRER'S INDEMNITIES

11.1. The Hirer shall be solely responsible for and hold Colour Sound Experiment Ltd fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by Colour Sound Experiment Ltd as a result of any accident involving the Equipment.

11.2. The Hirer shall be solely responsible for and hold Colour Sound Experiment Ltd fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by Colour Sound Experiment Ltd as a result of any breach or default on the part of the Hirer in the discharge of its obligations under any Contract.

12. LIMITATIONS OF LIABILITY

12.1. Colour Sound Experiment Ltd's liability for direct physical damage to tangible property of the Hirer caused by the negligence of Colour Sound Experiment Ltd, its employees, agents or subcontractors, or by breach of any Contract, shall not exceed £500,000 subject to the exclusions set out in Condition 12.2.

12.2. Colour Sound Experiment Ltd shall not be liable for the following loss or damage howsoever caused and even if foreseeable by or in contemplation of Colour Sound Experiment Ltd:

12.2.1. loss of profits, business, revenue, goodwill or anticipated savings whether sustained by The Hirer or any other person; or

12.2.2. special, indirect or consequential loss other than direct physical damage to tangible property of The Hirer or any other person; or

12.2.3. any loss arising from any claim made against Colour Sound Experiment Ltd by any other person.



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12.3. Colour Sound Experiment Ltd shall not be liable for any loss of profits, business, revenue, goodwill, or increased costs in excess of the value of the Hire Charge, or anticipated savings as a result of any delays caused by any malfunction of equipment which is subsequently repaired or replaced.

13. TERMINATION

13.1. Where there is no fixed period of hire, the period of hire may be terminated by either party giving to the other 7 days' notice in writing and the Hirer's obligations under this agreement shall continue until the Equipment is returned to Colour Sound Experiment Ltd.

13.2. If the Hirer defaults in the prompt payment of any sum due under this agreement or is in breach of any of the Terms and Conditions of this agreement, or is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or if the Hirer shall do or cause to be done or permit or suffer any act or thing whereby the rights of Colour Sound Experiment Ltd over the Equipment may be prejudiced or put in jeopardy, Colour Sound Experiment Ltd shall be entitled to terminate the hire immediately by notice in writing to the Hirer and it shall thereupon be lawful for Colour Sound Experiment Ltd to retake possession of the Equipment and for that purpose to enter into or upon any premises where the same may be and the termination of the hire under this clause shall not affect the right of Colour Sound Experiment Ltd to recover from the Hirer any monies due to Colour Sound Experiment Ltd under this agreement or damages for breach thereof.

13.3. Colour Sound Experiment Ltd shall have the right to terminate a Contract forthwith by giving notice in writing if the Hirer;

13.3.1. fails to make payment of any sum in accordance with Condition 5; or

13.3.2. shall commit any other material breach of its obligations hereunder and shall not within 14 days of notice of such breach remedy the same; or

13.3.3. shall enter into liquidation whether compulsorily or voluntarily otherwise than for the purpose of amalgamation or reconstruction without insolvency or shall compound or make any arrangement with its creditors or shall be the subject of an application for an administration order or shall be subject of any proposal under Part 1 of the Insolvency Act 1996 for a composition in satisfaction of its debts.

14. CONSEQUENCES OF TERMINATION

14.1. Any termination of a Contract (howsoever occasioned) shall not affect any accrued rights or liabilities of either party.



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14.2. On termination of a Contract (howsoever occasioned) the Hirer shall no longer be in possession of the Equipment with Colour Sound Experiment Ltd's consent and shall unless otherwise agreed with Colour Sound Experiment Ltd forthwith return the Equipment to Colour Sound Experiment Ltd in good working order.

15. FORCE MAJEURE

Although Colour Sound Experiment Ltd shall use all reasonable endeavours to discharge its obligations under a Contract in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.

16. SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

17. GENERAL

17.1. No neglect, delay or indulgence by Colour Sound Experiment Ltd in enforcing a Contract shall prejudice the rights of Colour Sound Experiment Ltd or be construed as a waiver.

17.2. The Hirer hereby waives all and any future claims and rights of set off against any sums due to Colour Sound Experiment Ltd hereunder regardless of any equity, set off or counterclaim on the part of the Hirer against Colour Sound Experiment Ltd.

17.3. Any notice hereunder shall be in writing and may be served by sending it by pre-paid first class letter post or delivery (if in the case of a limited company) to the address stated herein, and in any other case, to the last known address of the addressee. In proving service of any notice it shall be sufficient to prove that the envelope containing the notice was properly addressed, stamped and posted. Service shall be deemed to be effective at noon of the second business day following the day of posting and any notice delivered to an address by hand shall be deemed to be effective from the date of such delivery.

17.4. The Hirer shall not assign or otherwise transfer all or any part of a Contract.

17.5. The formation, construction and performance of all Contracts shall be governed in all respect by English law. The parties hereby agree to submit to the exclusive jurisdiction of the English Courts.