



Dry Hire Agreement for the Provision of DJ Equipment/Lighting/ Audio Visual Equipment

Name			
Address			
Telephone		Mobile	
Email			

(Hereinafter called the 'Hirer')

And Just Smile Limited

1. The Hirer engages Just Smile Ltd, to provide the hire of the following equipment in this schedule

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to be used at (venue)

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On

Date	Start time	End time

Definition of terms

- **The quote** - the written specification detailing the services and equipment with costing's that will be supplied for "The Event"
- **The Company** - Just Smile Limited, 392 Galley Hill, Hemel Hempstead, Hertfordshire HP1 3LA, Tel: 01923 750525, Registered in England & Wales. Company no. 7055421.
- **The Hirer** – The individual, company or organisation who is named in the quotation and/or has contracted the services of the company.
- **The Contract** - The agreement entered in to between The Company and The Client/Hirer.
- **The Equipment** – All equipment provided by the company including accessories along with any other items or services included or implied whether specified or not.
- **Services** - All services provided by The Company as part of The Contract.
- **The Event** – The time and/or place where The Equipment and/or Services of The Company are required.

1 General

1.1 Any terms or conditions sought to be imposed by either party shall not be incorporated into the Contract and shall have no effect unless agreed to in writing by the other party.

1.2 Just Smile Ltd agrees to let, and the Hirer agrees to take on the hire of the Equipment described in the Schedule attached and subject to the Terms and Conditions set out below.

2 Prices/ Payment

2.1 The prices for the service provided are set out in our quotation & invoices. Our terms of payment are 20% non-refundable deposit upon booking, and full payment 14 days prior to the hire, unless other terms are agreed in writing. Deposits are non-refundable except within 7 days as set out in the terms ***“Your right to cancel”***.

2.2 ***Where the Hirer is a private individual, payment of a security deposit of £200.00 shall be taken at the commencement of the hire period and proof of identity and confirmation of address is provided.***

2.3 Payments can be made to Just Smile Ltd by Credit or Debit Cards via our website “ Info Menu” or by bank transfer to: Just Smile Ltd BANK: Santander SORT: 09-01-28 ACC: 35870008. For account customers a valid Purchase Order Reference must be provided. No equipment will be dispatched until payment has been authorised by the relevant financial institution or an approved Purchase Order reference provided.

2.4 All prices include VAT at the current rate. We endeavour to ensure that the prices displayed are correct; however we reserve the right to validate/update prices before we process your order. In these instances, if this impacts on your order, we will contact to you to advise you of this. All prices are stated in GBP.

2.5 The time stipulated for payment shall be of the essence of the agreement. Failure to pay within the period specified shall entitle us to write to you upon the expiration of seven days’ notice, to charge you for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.

2.6 We shall be entitled to charge “Statutory Interest” on late commercial payments from the date when payment becomes due from day until the date of payment is settled. This will be at a rate of 8.00% plus the current Bank of England Base Rate for business to business transactions. In addition, we will also charge a fixed sum for the cost of recovering a late commercial payment. These amounts are set by late payment legislation.

2.7 All invoices shall be paid without deduction. In the event of an error or query on the invoice, payments shall be made to Just Smile Ltd for the whole amount claimed less the amount queried or in error.

3 Risk

3.1 It is The Hirers legal responsibility to comply with and ensure that current Health & Safety regulations are in place and any place of performance is fit for the use intended. A safe electrical supply must be provided.

3.2 The Hirer assumes full responsibility for The Equipment from the time of delivery, the duration of The Contract and such time until The Equipment has been collected. The Hirer assumes responsibility for providing suitable and adequate security arrangements for the safe keeping of

the equipment during the hire. The Hirer must take all necessary steps(at its own expense) to retain possession and control of the equipment and in the event of losing possession or control shall take all necessary steps to recover the equipment.

The Hirer shall take all reasonable proper care of the Equipment and keep the same in good and serviceable condition (reasonable fair wear and tear excepted) and shall indemnify Just Smile Ltd against loss of or damage to the Equipment howsoever caused and shall give Just Smile Ltd immediate notice of any such damage. The Hirer shall not make or permit to be made any alterations, modifications or additions to the Equipment and shall not carry out any repairs or authorise the carrying out of any repairs to the Equipment by a third party without Just Smile Ltd prior written consent.

3.3 It is a condition of hire that The Hirer has/takes out adequate insurance to cover the equipment hired and Just Smile Ltd reserves the right to see evidence that The Equipment is covered by a suitable policy, prior to checking out the equipment. Just Smile Ltd reserves the right at its discretion to charge the Hirer for any equipment that is lost, stolen or damaged whether or not this is covered by the policy taken out by The Hirer. However, this does not reduce the liability of The Hirer for any uninsured losses. The Hirer remains liable at all times for any loss, theft or damage to The Equipment by any persons other than representatives of Just Smile Ltd.

3.4 The Hirer is responsible for the conduct of all persons attending the event whether those persons are invited or not. Just Smile Ltd does not take any responsibility for controlling rowdy behaviour, or ejecting unwanted persons from the venue. Just Smile Ltd and its sub-contractors have the right to perform in a safe environment. We reserve the right to terminate the performance should any physical/verbal abuse, or intimidating actions be made to the team. Under these circumstances no refund will be given.

3.5 It is the responsibility of the Hirer to ensure that all the information passed to The Company is accurate. Where inaccuracies cause a delay or result in systems being unsuitable for The Event, The Company accepts no liability for any losses.

3.6 The Hirer agrees to indemnify and keep indemnified Just Smile Ltd, against all liabilities, actions, claims, damages, costs and demands suffered or incurred by Just Smile Ltd, as a result of a claim made by a third party arising out of the state, condition or use of the Equipment or in any way out of its hiring hereunder.

3.7 The hirer shall ensure that the Equipment is operated in a skilful and proper manner by persons competent to operate the same and in all respects in accordance with all instructions and any operations manual provided by Just Smile Ltd for the use of the Equipment and shall ensure that such directions and instructions are fully understood and will be observed by all persons operating the Equipment.

4 Commencement & Termination

4.1 Just Smile Ltd may terminate this Agreement forthwith by giving written notice to the Hirer and re-take possession of the Equipment in the event of:

- 4.1.1 Any material breach of this Agreement by the Hirer which has not been immediately remedied (if capable of remedy) following a written demand by Just Smile Ltd.
- 4.1.2 If any order is made, proceedings are commenced or a resolution is passed, for the liquidation or winding-up of the Hirer.
- 4.1.3 If a distress or execution is levied against any property of the Hirer.
- 4.1.4 If a liquidator or receiver or administrator is appointed in respect of the undertaking or any property or assets of the Hirer.
- 4.1.5 If the Hirer ceases or threatens to cease to carry on its business or is unable to pay its debts as they fall due or enters in any arrangements with creditors generally.
- 4.1.6 If Just Smile Ltd reasonably believes that its rights in the Equipment are in jeopardy.

4.2 If Just Smile Ltd has supplied Equipment on negotiated terms for a Hire period, Just Smile Ltd shall, unless otherwise agreed, be entitled to payment of all rentals due up to the end of the agreed hire period notwithstanding the earlier return of the Equipment to Just Smile Ltd.

5 Ownership of the Equipment

5.1 Title in the Equipment shall never pass to the Hirer and the Hirers interest in the Equipment shall only be and remain that of Hirer.

5.2 The Equipment shall remain personal moveable property and shall continue in the ownership of Just Smile Ltd notwithstanding that the same may have been affixed to any land or building. The Hirer shall be responsible for any damage caused to any such land or building by the affixing to or removal there from of the Equipment (whether the same be effected by Just Smile Ltd or the Hirer) and shall indemnify Just Smile Ltd against any such claim made in respect of such damage.

5.3 The Hirer shall agree not to sell, offer for sale, assign, mortgage, charge or sublet the Equipment or this Agreement or the letting hereunder, nor hold itself out as the owner of the Equipment and shall not create or allow to be created, any lien or other encumbrance on the Equipment.

5.4 The Hirer shall affix to and maintain upon the Equipment such plates or identification marks, as Just Smile Ltd shall require, showing that the Equipment is the property of Just Smile Ltd.

5.5 The Hirer shall not cause or permit the Equipment to be removed from the Hirers possession without the prior written consent of Just Smile Ltd.

5.6 The Hirer shall assume the entire risk of damage to or loss of the Equipment or any part thereof. Insurance of the equipment is the responsibility of the Hirer whilst on hire to the Hirer.

5.7 Just Smile Ltd or its authorised representatives may enter at all times during normal business hours, at any premises to inspect the Equipment and, upon termination, to repossess the Equipment.

5.8 The Hirer agrees to indemnify and keep indemnified Just Smile Ltd, against all liabilities, actions, claims, damages, costs and demands suffered or incurred by Just Smile Ltd, as a result of a claim made by a third party arising out of the state, condition or use of the Equipment or in any way out of its hiring hereunder.

5.9 On termination of this Agreement for whatever reason, the Hirer shall immediately return the Equipment or make the same available for collection by Just Smile Ltd and shall grant Just Smile Ltd all necessary access to repossess the same.

6 Delivery

6.1 The Hirer shall unless otherwise agreed with Just Smile Ltd, be responsible for the collection and return of the Equipment from and to Just Smile Ltd.'s premises.

6.2 Just Smile Ltd will at the request of the Hirer, procure delivery of the Equipment to the hirers premises or venue, subject to payment by the hirer of Just Smile Ltd.'s charges for delivery.

6.3 Just Smile Ltd will use all reasonable endeavours to make the Equipment available on the date required by the Hirer but shall not be liable for any costs or claims arising as a result of delay.

6.4 Just Smile Ltd will either repair or replace, in each case at no charge to the Hirer, any Equipment which is found by Just Smile Ltd to be defective or not capable of obtaining any published specification as a result of faulty design, manufacture or workmanship. The Hirer shall give Just Smile Ltd written notice of any claim made hereunder, as soon as reasonably practicable and in any event within twenty four hours after the alleged defect has come to the Hirers knowledge. It is expressly agreed between the parties that Just Smile Ltd may be absolved from all liability under this condition if the Equipment has been modified in any way by the Hirer or if it has been used for any purpose or in any manner other than that for which it was designed or if it has in any way otherwise been misused.

6.5 Just Smile Ltd does not accept responsibility for any consequential, indirect or economic loss or damage howsoever arising except to the extent that the same is attributable to negligence on the part of Just Smile Ltd or its employees.

7 Right to Cancel

7.1 We will permit you to cancel this Agreement by sending written notice no later than 7 days after the date on which this Agreement has been signed. If you request cancellation at a later date, then unless we are in breach of contract, we have the right to refuse [or] retain all or part of your deposit as a contribution towards any losses or costs we suffer as a result of the cancellation.

7.2 Upon the termination of this Agreement before the end of the Hire period, the Hirer shall pay to Just Smile Ltd on demand the aggregate of:

- 7.2.1 All rentals and other sums due or in arrears at the date of termination under this Agreement.
- 7.2.2 All costs (including legal costs) incurred as a result of a breach of this Agreement including repossessing and restoring the Equipment to its proper condition.
- 7.2.3 As agreed damages, a sum equal to the aggregate rentals that would have become due hereunder during the Minimum Period had this Agreement not been terminated, less a discount for accelerated payment of 3% per annum compounded on (and at the frequency of) each rental payment outstanding.

7.3 We reserve the right to cancel this Agreement if your location is outside our service area.

8 Force Majeure

8.1 If either party to this Agreement is prevented or delayed in the performance of any of its respective obligations under this Agreement by "force majeure", then such party shall be excused the performance for so long as such cause of prevention or delay shall continue;

8.2 For the purpose of this Agreement 'force majeure' shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:

- 8.2.1 Strikes, lockouts or other industrial action;
- 8.2.2 Civil commotion, riot, invasion, war threat or preparation for war;
- 8.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic, bad weather or other natural physical disaster;
- 8.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and
- 8.2.5 Political interference with the normal operations.

9 Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

10 Liability

10.1 Except for death or personal injury caused by our negligent acts or omissions we shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement.

10.2 You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations.

10.3 Where we need to carry out work on your premises (or those hired for the event) and/or install equipment, we will not accept liability for the cost of repairing or replacing parts of your existing system (or those of the venue) which occur due to faults in your system unless we have been negligent in not realising that such damage may occur or in the way we did the work.

10.4 Nothing in this Agreement shall exclude or limit Just Smile Ltd.'s liability for death or personal injury resulting from the Just Smile Ltd.'s negligence or that of its employees, agents or sub-contractors.

11 Governing Law

All Hire of equipment shall be governed by and interpreted in accordance with the laws of England and the parties submitted to the jurisdiction of the English Courts, but Just Smile Ltd may enforce any such Hire of equipment in any court of competent jurisdiction.

In the event of a dispute or difference arising from these conditions or the interpretation thereof or otherwise arising from the Hire of the equipment under these conditions, such dispute or differences shall be referred to arbitration by a single arbitrator mutually agreed between the parties or failing such agreement, by an arbitrator nominated by the President of the Institute of Arbitrators. Any such arbitration shall be conducted in accordance with the Arbitration Act 1950, and by application of the law of England.

12 Entire Agreement

12.1 This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

12.2 Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

12.3 We reserve the right to make minor changes to this Agreement from time to time. Any major changes will only be made with your agreement.

13 Customer Service

13.1 To protect your own interests please read the conditions carefully before signing them. If you are uncertain as to your rights under them or you want any explanation about them please write or telephone using the address and telephone number set out above.

13.2 If you are unhappy with any aspect of our service, please contact Just Smile Ltd on 01923 750525. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

“Data Protection”

By signing this agreement, you consent to the computer storage and processing of your data by us in connection with this agreement and to the transmission of this data across Just Smile Ltd and its business partners for the purposes of our legitimate interests including statistical analysis, marketing of our services and credit control. If you breach this contract, your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures. Data information held by Just Smile Ltd is stored and held in accordance with The Data Protection Act 1998. If you wish to opt out of receiving any further information from Just Smile Ltd, please tick this box.

On behalf of the Hirer.		On behalf of Just Smile Limited.	
Name		Name	
Signed		Signed	
Date		Date	