

HIRE AGREEMENT	CLUB CLASS ENTERTAINMENT LTD 5 THE FAIRWAY TADCASTER LS24 9HL
The Hirer: _____	Collection Location: _____
Address: _____ _____ _____	Address: _____ _____ _____
Customer Ref: _____	Period Of Hire: _____
Invoice Ref: _____	Start Date & Time: _____
Invoice Date: _____	End Date & Time: _____

Payment:

Balance Due _____ Damage Deposit _____

The Balance Due must be paid by cash. The Damage Deposit may be paid by cash or cheque.

Terms & Conditions:

Definitions:

“We”, “Us”, “Our” Club Class Entertainment Limited trading as Club Class Entertainment

“You”, “Your”, “The Hirer” The person named as The Hirer on this Hire Agreement.

“The Equipment” The Items listed in the Equipment Hired section of this Hire Agreement. “Available For Collection” Accessible by Us at the Collection Location as stated on this Hire Agreement.

By signing this Hire Agreement You are entering into a legal contract with Us and confirming that You accept the following:

1] The contract is made between Club Class Entertainment Limited trading as Club Class Entertainment and the person named above

2] The hirer is the person named above, and declares that he/she is over eighteen years of age and is legally entitled to enter into this agreement on their own behalf. If they are entering into this agreement on behalf of a company or organisation that they have full authority to do so, and that we are advised if the company or organisation has limited liability, failure to do so will render the hirer personally liable for any outstanding costs, charges or fee's.

3] The hire agreement will usually be sent via email, When it is received it should be carefully checked to make sure all details are correct, then it should be printed off, signed by the hirer and returned to us without delay, either via e-mail, post or in person. If the hire agreement is not signed the equipment may not be made available for hire, although once the deposit is paid condition 6 regarding cancellation will still apply.

- 4] By providing the information required on the hire agreement form and paying the deposit you are agreeing to all our terms & conditions of hire.
- 5] All deposits paid to us to secure a booking are non-refundable under any circumstances.
- 6] If cancellation is made less than 14 days prior to the commencement of the hire then the full hire fee is due, even if you have only paid a deposit. By paying a deposit you are giving us your permission to debit your credit/debit card with the full outstanding amount for the hire if you fail to cancel in writing less than 14 days prior to the date of the commencement of the hire. If cancellation is made more than 14 days prior to the commencement of the hire you will not receive a refund of the deposit you have paid, but that will be the limit of your liability to us. It is important that cancellation is made to us in writing, and you receive written confirmation from us that we have received your instructions. Failure to do this may result in the full hire fee becoming due as though you had not advised us of the cancellation at all.
- 7] All balances are payable prior to the equipment being made available for hire. Account holders see clause 32. A charge will be made if you choose to pay by credit or charge card, please ask for details when confirming your booking.
- 8] The hirer must provide 3 forms of personal identification, one of which should be a current UK photo driving licence or British Passport. We also require 2 other forms of positive ID which can be two current utility bills, or debit/credit card statement confirming your name & address. You must also provide a debit or credit card as a security against any loss or damage to the equipment whilst it is in your care. The identification must be that of the person named on the hire booking confirmation form. Any other persons identification is not acceptable.
- 9] Unless specified, hire charges are based on a minimum period of one day, or part thereof, irrespective of whether the equipment is in use or not. The prices shown on our website are for one day's hire. If you wish to hire for a longer period please call our sales office for details. Additional days are usually charged at a rate of 20% per extra day, although longer term hire rates are available. If equipment is hired on a Saturday it will usually be returned, or collected on Monday, but this will only be charged at one days hire fee.
- 10] Any equipment returned after the booked return date, and without advising us prior to the expiry of the booked return date will be charged at a minimum of one complete day's extra hire fee as shown on our website, regardless of the original hire period. If for any reason you are unable to return the equipment on time you must advise us immediately.
- 11] The hirer undertakes either to insure the equipment for the full replacement value at their own expense, or to accept full personal liability for the full value of any losses or damage caused to the equipment when it is in their possession & away from the premises of Club Class Entertainment Limited trading as Club Class Entertainment. Whether insured or not, the hirer is responsible for the full replacement cost of all the equipment on hire to them, including all cables, spares and accessories. A valuation is available on request.
- 12] All hired equipment remains the absolute property of Club Class Entertainment Limited trading as Club Class Entertainment at all times.
- 13] The hirer undertakes to keep and return equipment in good order and condition. Any equipment returned in a dirty condition may incur a cleaning charge.
- 14] Club Class Entertainment Limited trading as Club Class Entertainment reserve the right to charge for repair or replacement of any equipment damaged lost or stolen, howsoever arising, during the period of hire. The hirer's liability is for the full replacement value of the equipment and any cables.

15] Any equipment damaged, lost or stolen during the hire period will remain on hire and chargeable at our published prices until all repairs are complete and paid for in full, or the equipment has been replaced by the hirer paying for the replacement of all lost, stolen or damaged equipment and the equipment is again available for further hire.

16] Equipment will be deemed to be on hire until any invoice for repairs or replacements, relating to that equipment, have been paid for in full by the hirer.

17] All spares, including blown lamps must be returned for inspection, or they may be charged for.

18] The hirer assumes responsibility for the replacement of all lamps which fail under normal working conditions, but any dead lamps must be returned to us for inspection or they will be charged for. Spare lamps will normally be supplied by us for the purpose of replacement if required during the hire period.

19] Club Class Entertainment Limited trading as Club Class Entertainment will always attempt to provide the hire equipment that has been ordered. However we do reserve the right to provide substitute equipment should the need arise. We also reserve the right to terminate this contract without liability to us if for any reason we are unable to supply the hire equipment which has been ordered. In the unlikely event of us not being able to fulfill the booking, all monies paid to us by the hirer will be refunded. If any individual items cannot be supplied a full refund for those items will be made, or suitable alternative equipment will be supplied, but this will be the limit of our liability in this regard.

20] In the event that the hired equipment is faulty, Club Class Entertainment Limited trading as Club Class Entertainment shall not be liable for any consequential loss or damage whether financial or otherwise, arising there from. Should we not be able to fulfill the booking all monies paid to us by the hirer will either be refunded, or a credit issued at our sole discretion, but this will be the limit of our liability.

21] Connectors must not be removed from equipment. We reserve the right to charge for refitting, or inspecting, any connectors found to have been removed, or tampered with. No equipment must not be modified in anyway whilst on hire.

22] Failure to return any cable coiled and taped may result in a charge for doing so being made.

23] Packing supplied with equipment must be returned, or it will be charged for.

24] If the economy delivery option has been requested where no setup of equipment is provided by us (when applicable), or you have chosen to collect the equipment from us, all hired equipment should be installed by a competent person. Club Class Entertainment Limited trading as Club Class Entertainment cannot accept any responsibility for damage done to personnel, property or equipment in this regard whilst it is on hire.

25] Club Class Entertainment Limited trading as Club Class Entertainment will endeavor to meet any agreed delivery times & conditions, but cannot accept responsibility for any delay in delivery or collection howsoever caused. Normal delivery and collection times are between 10-00am & 5-00pm Monday to Saturday, although distance & geographic location may restrict these times. Deliveries & collections can be made outside these times at additional cost, but all the above are subject to availability. If TBA or TBC is recorded in the delivery/collection clause on our booking confirmation the above conditions will still apply. The hired equipment is entirely the responsibility of the hirer until it is collected by us, or returned to us.

26] The Hirer will be held liable for the loss of any equipment confiscated because of a failure to comply with any relevant laws or regulations.

27] Club Class Entertainment Limited trading as Club Class Entertainment gives no warranty that goods supplied for hire are fit for the hirer's purpose or purposes, or that any fluid used in any of our snow, foam, smoke or bubble machines, whether supplied by us or not, will not damage flooring, furnishings, clothing or any other material, either during use, or through leakage. The hirer warrants that they have satisfied themselves that the goods will be fit for every purpose for which they require them, and that they do not rely on any skill or judgement of Club Class Entertainment Limited trading as Club Class Entertainment in this regard.

28] All quotations are made by Club Class Entertainment Limited trading as Club Class Entertainment without obligation, and we reserve the right at any time to vary any quotation or part thereof, or to refuse acceptance of any order without assigning any reason for such refusal, although once the deposit has been paid the price will be fixed.

29] Club Class Entertainment Limited trading as Club Class Entertainment reserves the right to inspect all hired equipment at any time during the hire period.

30] Where a Customer has Terms and Conditions covering purchasing and hiring that conflict with the Terms and Conditions of Club Class Entertainment Limited trading as Club Class Entertainment then the Terms and Conditions of Club Class Entertainment Limited trading as Club Class Entertainment shall take precedence unless specifically agreed in writing by a Club Class Entertainment Limited trading as Club Class Entertainment.

31] All quotations and prices are subject to the addition of Value Added Tax at the rate applicable on the date of invoice.

32] We will exercise our statutory right (Late Payment of Commercial Debts Regulations 2002) to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms, subject to clause 7 for non account holders.

33] Where a delivery or collection cannot be completed because of a lack of access to the venue the hirer shall still be liable for all agreed charges, and for any additional costs incurred in completing the delivery or collection.

34] Failure to dismantle equipment booked on the economy delivery & collection service, and have it packed ready for collection at the end of a hire period will lead to extra charges which may include extending the hire period until dismantling and packing has taken place and the goods are collected by us and returned to our stores.

35] Club Class Entertainment Limited trading as Club Class Entertainment reserve the right to change these terms & conditions at any time, and without notice.

36] All hired equipment must be used for the purpose for which it was intended by the manufacturer.

37] At our discretion we may take a security/damage deposit by credit/debit card prior to the commencement of the hire, cash or cheques will not normally be accepted for the deposit. The security/damage deposit will be refunded to the same credit/debit card upon the safe return of all the hired equipment. The amount of the security/damage deposit will vary depending on what is being hired, but will be advised to the hirer either when an enquiry is being made, or when a booking is confirmed. The amount of the security/damage deposit is arbitrary and does not limit your liability, which is for the full replacement cost of any loss, or any costs incurred by us in repairing equipment that has been damaged during the hire period. If for any reason a security/damage deposit is not taken from a credit/debit card prior to the equipment being made available for hire, then any loss or damage incurred during the hire period will be debited from the same card that was used for payment of the hire fee's. If this is not possible then we may debit the card that was originally used to pay the deposit to confirm the booking. If we are unable to obtain payment

from any of the debit/credit cards supplied to us for this purpose then we reserve the right to issue legal proceedings against the hirer for default. Should this be necessary a county court judgement may be obtained and registered against them which will make it far more difficult for them to obtain credit in the future.

38] The terms above, and the contract to which this document relates, shall in all respects be construed and operate in accordance with english law.

Cooling off period

If having read our terms and conditions and within 24 hours of paying the deposit you wish to cancel, you may obtain a full refund of all monies paid less a £10.00 administration fee. This condition does not apply if you make your booking within 14 days of the commencement of the hire period, where upon the full hire fee will be due.

Equipment Hired:

Quantity	Item	Condition

Amendments to the condition of any items must be signed for by The Hirer and an Upfront DJ Services representative.

I fully understand and accept all of the Terms & Conditions of this Hire Agreement.

Signed:_____

Date:_____