

### 1. Definitions

- 1.1. 'Equipment' shall mean goods and components hired by 'EdTheMix', as identified in the 'Schedule of Equipment'.
- 1.2. The 'Customer' is the person, firm or body hiring the Equipment. Any person purporting to act on behalf of the Customer shall be bound by the contract.
- 1.3. The 'Owner' is 'EdTheMix'.
- 1.4. The 'Hire Period' commences at 12.01 p.m on the first date specified in the Contract Details and continues until it terminates at 11.59 a.m on the last date specified of the hire period. (This applies unless agreed otherwise by both parties prior to the agreement.)

### 2. Condition of Equipment at Commencement of Hiring

- 2.1. The agreement is entered into on the basis that the Customer has inspected the Equipment and is satisfied as to its condition in respect of defects that such an inspection ought to have revealed.

### 3. Electrical Safety

- 3.1 Any Equipment should be used with plugs and/or sockets as fitted.
- 3.2 If other plugs or sockets are to be fitted (Lighting Equipment ONLY) by the Customer, 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 Owner.
- 3.3 The Customer shall be responsible at all times to arrange the proper supply of electricity for use with the Equipment.
- 3.4 The Customer shall ensure that the Equipment shall at all times be properly earthed once installed.

### 4. Equipment Maintenance and Repairs

- 4.1. The Customer shall ensure that the Equipment remains serviceable and clean during the hire period.
- 4.2. Any breakdown or unsatisfactory working of the Equipment shall be immediately notified to the Owner by telephone and subsequently confirmed in writing.
- 4.3. The Customer must not repair the Equipment without the express permission of the Owner.
- 4.4. The Equipment must not be removed from the specified location(s) as indicated in the Contract Details, or from any subsequently agreed location without prior consent of the Owner.

### 5. Compatibility of Equipment

- 5.1. The Customer shall ensure that the Equipment is compatible and may safely be used with any other Equipment being used by the Customer.
- 5.2. The Customer shall ensure that any Equipment is suitable for their purposes.

### 6. Responsibility/Insurance

- 6.1. The Customer is responsible to the Owner from the commencement of the hiring for the safekeeping of the Equipment and for its use in a proper manner.
- 6.2. The Customer agrees to pay the full cost of any repairs needed as a result of damage to the equipment, irrespective of cause.
- 6.3. The Customer agrees to pay the full retail cost of any Equipment lost, stolen or damaged beyond economic repair (without deduction for usage, wear, tear or age).
- 6.4. The Customer's responsibility ends when the Customer is in possession of the Owner's unqualified receipt for the return of the equipment.
- 6.5. The Customer may be responsible for paying a charge equating to the Owner's financial loss until such repairs or replacements are completed.
- 6.6. The Customer shall insure the Equipment against the above liability.

### 7. Condition of Returned Equipment

- 7.1. At the end of the hire, the Customer must return the Equipment to the Owner (fair wear and tear excepted) in the same condition as at the commencement of the hire.
- 7.2. All cables must be neatly coiled and tied.
- 7.3. No marking or labelling of the Equipment is permitted if removal of the same causes any damage.

### 8. Consequential Losses

- 8.1. Nothing in these terms and conditions shall make the Owner liable for any consequential loss to the Customer including any expense, liability, loss, claim or proceeding whatsoever caused by or arising out of the late delivery, non-delivery, unsuitability, incompatibility or any breakdown.

### 9. Payment

- 9.1. The Customer shall make available cleared funds for the full payment and any deposit, on the first day or before the commencement of the hire period.
- 9.2. The deposit may be required in advance to confirm the booking.
- 9.3. The deposit is variable and is dependent on the value of the Equipment.
- 9.4. The deposit will be refunded in full subject to the return of the Equipment in accordance with the above conditions.
- 9.5. Equipment not returned or available for collection at the agreed end of the hire period may result in additional charges being incurred by the Customer.

### 10. Rights Reserved

- 10.1. Any failure by the Owner to enforce any or all of these conditions shall not be construed as a waiver of any rights hereunder.
- 10.2. If any of the above terms shall be held to be invalid such invalidation shall not affect the validity of the remainder.