

Terms & Conditions of Hire

These Terms & Conditions apply to all equipment hired from HireItCo LTD, trading as Musical Instrument Hire Co. By placing an order, you agree to be bound by these terms.

1. Parties and Definitions

a. This agreement covers the hire of musical instruments, equipment and accessories (“Equipment”).

b. The parties to this agreement are:

(i) **The Hirer** – the individual or organisation named on the order who accepts these Terms & Conditions.

(ii) **HireItCo LTD** (Company No. 10603316), trading as Musical Instrument Hire Co., registered office: Unit 9, Hall Farm, Holwell, Melton Mowbray, LE14 4SZ (“the Company”, “we”, “us”, “our”).

c. This agreement is personal to the Hirer, is non-assignable, and becomes binding once the Company confirms the Hirer’s order.

d. All hired Equipment remains the sole property of the Company at all times. No rights of purchase or transfer of ownership are granted unless expressly agreed in writing.

2. Types of Hire

2.1 Monthly Hire

Monthly hire applies to instruments and equipment hired on a continuing, rolling monthly basis. A minimum hire period applies, as stated at the time of order.

2.2 Short-Term / Event Hire

Short-term hire applies to Equipment hired for a fixed period, specific dates or an event. The hire period is strictly limited to the agreed start and end dates.

Unless stated otherwise, these Terms & Conditions apply to **both hire types**, with differences clearly set out where relevant.

3. Hire Period

3.1 Start of Hire

The hire period begins when the Equipment is collected by the Hirer or delivered to the agreed address.

3.2 End of Hire

The hire period ends when the Equipment has been returned to and received by the Company.

3.3 Late Returns

For short-term hire, late return may result in additional daily hire charges until the Equipment is returned.

For monthly hire, charges continue until the required notice period has expired and the Equipment has been returned.

4. Charges and Payments

4.1 Monthly Hire

Monthly hire fees are payable monthly in advance. Minimum hire periods apply and early returns do not reduce the minimum hire charge.

4.2 Short-Term Hire

Short-term hire fees must be paid in full before collection or delivery and cover only the agreed hire period.

4.3 Delivery and Collection Charges

Delivery and collection charges are separate from hire fees and are payable in advance where applicable.

4.4 Non-Payment

Failure to make payment when due may result in additional charges and recovery of the Equipment. The Hirer remains responsible for all outstanding hire fees until the Equipment is returned.

5. Option to Buy (Monthly Hire Only)

- a. The Option to Buy applies **only** to monthly instrument hire and does **not** apply to short-term or event hire.
- b. At any time during the monthly hire agreement, the Hirer may elect to purchase the hired instrument outright and terminate the hire agreement.
- c. When the Hirer chooses to buy the instrument:
 - i. A purchase price will be calculated by taking the instrument's selling price and subtracting the Hirer's monthly hire payments up to a maximum of six months' worth of

payments.

ii. The Hirer's original deposit will also be credited against the purchase price.
iii. The Hirer must pay the remaining balance before ownership of the instrument is transferred.

d. The six-month maximum applies regardless of how long the Hirer has kept the instrument; hire payments made after the first six months **do not** contribute towards the purchase price.

e. Not all instruments are available for purchase; instruments listed as hire-only cannot be bought under this option.

f. Once the purchase has been completed and full payment received, the hire agreement will end and ownership of the instrument will pass to the Hirer.

g. This Option to Buy is **not** a hire purchase or conditional sale agreement; the hire period and purchase option are separate and do *not* create a finance agreement.

6. Hirer Responsibilities

6.1 Care of Equipment

The Hirer is fully responsible for the Equipment throughout the hire period and must take all reasonable steps to keep it safe, secure and in good condition.

6.2 Use of Equipment

Equipment must be used only for its intended purpose and in a suitable environment. The Equipment must not be modified, repaired or tampered with by anyone other than the Company.

6.3 Loss or Damage

The Hirer is responsible for the cost of repair or replacement of any Equipment that is lost, stolen or damaged during the hire period, excluding fair wear and tear.

6.4 Inspection

The Hirer must inspect the Equipment on receipt and notify the Company immediately of any faults, damage or missing items.

7. Electrical and Safety

The Hirer must ensure that any electrical supply used is safe and suitable. The Company accepts no responsibility for damage caused by unsuitable power sources or incorrect use.

8. Returns

All Equipment must be returned complete, clean and in the condition supplied. Missing accessories, cables or components may be charged for.

9. Delivery and Collection

Delivery and collection times are estimates only and are not guaranteed. The Company shall not be liable for any loss, delay or costs arising from late or failed delivery or collection, however caused.

10. Cancellation

Cancellations must be made in advance. Cancellation charges may apply depending on how close to the hire start date the cancellation is made, particularly for short-term or event hire.

11. Ownership and Restrictions

All hired Equipment remains the property of the Company at all times. Equipment must not be sold, sub-hired, loaned or transferred to any third party.

12. Faults and Failure

In the unlikely event of Equipment failure due to a fault not caused by misuse or damage, the Company will endeavour to repair or replace the Equipment where reasonably possible. The Company's liability is limited to the hire fee paid for the affected hire period.

13. Liability and Loss of Earnings

The Company accepts no responsibility for injury, loss or damage arising from the use or misuse of the hired Equipment, except where required by law.

The Company shall not be liable for any indirect or consequential loss, including but not limited to loss of earnings, loss of profit, loss of business or loss of opportunity, whether arising from Equipment failure, damage, breakdown, late delivery, non-delivery or non-performance.

Any liability is strictly limited to the total hire fees paid for the relevant hire period.

14. Termination

The Company reserves the right to terminate the hire and recover the Equipment immediately if these Terms & Conditions are breached or if payments are not made when due. Hire charges remain payable up to the date of termination.

15. Governing Law

These Terms & Conditions are governed by the laws of England and Wales.