

1. NOMENCLATURE

1.01 In this Agreement the expression BAC means Bridgewater High School, Arts College, the "Hirer" means the person firm or company with whom BAC contracts, the expression the "Equipment" means the goods and services described overleaf and the "Conditions" means these terms and conditions of hire.

2. GENERAL

2.01 This agreement contains all the terms agreed between the Parties except such variation in writing as shall be agreed and signed by the Director of Bridgewater Arts College and by or on behalf of the Hirer. If any of the conditions are inapplicable this shall not affect the validity of the remaining Conditions.

2.02 The invalidity of any of the Conditions or any part of any Condition shall not affect the validity of the remainder.

2.03 Any forbearance or indulgence on the part of BAC its servants or agents to enforce fully or at all any of the Conditions shall not constitute a waiver of BAC rights and shall be entirely without prejudice to those rights.

2.04 The Hirer may not assign, transfer charge, let or sub-let or otherwise deal with its rights and obligations under this Agreement.

2.05 This Agreement shall be governed by and constructed in accordance with the Laws of England and BAC and the Hirer hereby submit to the jurisdiction of the English Courts.

3. TITLE

3.01 Title in the Equipment shall not pass to the Hirer and the Hirer shall have no right or interest in the Equipment otherwise than as a hirer and the Hirer shall not do or permit to be done any act or thing which might prejudice or interfere with BAC's rights of ownership or any other interest or rights in the Equipment.

3.02 The Hirer shall keep the Equipment free from any distress execution or other legal process and shall not let lend sell assign transfer charge encumber dispose of or otherwise deal with or part with possession or control of the Equipment.

3.03 The Hirer shall notify BAC of any change in the Hirer's address and at BAC's request shall promptly inform BAC of the whereabouts of the equipment and provide the Company with all the information necessary to enable it to locate the Equipment.

3.04 The Hirer shall permit and authorise BAC and any person authorised by BAC to enter upon the premises at which the Equipment is for the time being placed or kept at all times for the purpose of inspecting and examining the condition of the Equipment and for any other purpose authorised hereunder.

4. MAINTENANCE AND INSURANCE

4.01 The Hirer shall keep the Equipment in good repair and Condition.

4.02 The Hirer shall be liable for any loss theft destruction or damage to the Equipment or any part thereof howsoever caused.

4.03 If the Equipment or any part thereof deteriorates or is lost stolen destroyed or damaged the Hirer shall immediately notify BAC thereof by telephone and thereafter shall promptly confirm the same in writing and at BAC's request shall provide full particulars of the circumstances in which the Equipment deteriorated or was lost stolen destroyed or damaged.

5. WARRANTIES

5.01 The Hirer has inspected and tested the Equipment prior to the signing hereof and has made all other relevant enquiries concerning the same and the Hirer has satisfied himself as to the condition quality description and all aspects of the Equipment.

5.02 BAC does not supply any consumables with any of the equipment. (i.e. Batteries or tape) This is down to the Hirer's expense, however BAC will recommend where these items can be purchased.

6. DELIVERY

6.01 All equipment must be picked up by the hirer at a time which is convenient for both parties.

7. OPERATION OF EQUIPMENT

7.01 The Hirer shall ensure that the Equipment is operated at all times in a skilful and proper manner and used for the purpose/purposes for which it was intended by persons who are competent to operate the same and shall not permit any additions or alterations to the Equipment other than adjustments to directly accessible controls intended to be adjusted during normal use of Equipment.

7.02 The Hirer shall keep the Equipment at all times in the possession of and under the control of the Hirer.

7.03 The Hirer shall keep the Equipment and all parts thereof in the same order and condition as at the commencement of the hire period (fair wear and tear only excepted) and shall not repair or have repaired the Equipment in the event of any breakdown or malfunction and shall promptly confirm the same in writing

8. TERMINATION

8.01 BAC may forthwith by written notice to the hirer terminate the hire period of this agreement without prejudice to its other rights and remedies contained herein if:- The hirer shall fail to observe and perform any of the conditions.