

General Terms and Conditions of HIRE

1. GENERAL

- 1.1 Contract means a contract for the hire of Equipment confirmed by the acceptance by Markson Pianos Ltd. of an order pursuant to Condition 2;
- 1.2 Equipment means the equipment described or any individual item thereof;
- 1.3 Hire charge means the daily/weekly charge payable by the hirer to Markson Pianos Ltd, for the hire of Equipment.
- 1.4 Hire Period means a period starting on the date that Equipment is dispatched to or collected by the hirer and ending on the date on which the Equipment is returned to Markson Pianos Ltd.
- 1.5 Hirer means the hirer of Equipment from Markson Pianos Ltd
- 1.6 Markson Pianos means the company Markson Pianos Ltd.
- 1.7 The headings in these Conditions are for ease of reference only and shall not affect their interpretation.

2. Orders

- 2.1 Markson Pianos Ltd shall only accept an order for hire of Equipment made in writing. Unless otherwise agreed.
- 2.2 The written acceptance of the hirer's order by authorized employee of Markson Pianos Ltd shall constitute the Contract, which shall be subject to these conditions.
- 2.3 Any terms or conditions in the Hirer's order or other documentation of whatsoever kind, that are inconsistent with these Conditions shall have no effect.

3. Hire of Equipment

- 3.1 Markson Pianos Ltd hereby hires to the Hirer the Equipment for the Hire Period at the Hire Charge.
- 3.2 Markson Pianos Ltd reserve the right to supply equipment of a similar design to the Equipment ordered.
- 3.3 All descriptions and specifications, drawings and particulars of weights and dimensions issued by Markson Pianos Ltd are approximate only, and are intended only to present a general idea of the goods to which they refer and shall not form part of the contract.
- 3.4 Markson Pianos Ltd may in the future make changes to develop its hire department stock and reserve the right to make these changes without notice.

4. Hire Charge

- 4.1 The hirer shall pay to Markson Pianos Ltd or its Factor, *as instructed*, on receipt of invoice.
- 4.2 All hire charges are strictly net and are due and payable on invoice submitted within

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14 days.

- 4.3 Charges run from day of dispatch until day of return and are based on a daily or weekly period irrespective of whether the goods are in use or not.
- 4.4 The Hirer shall pay Markson Pianos Ltd any packing and delivery charges where appropriate.
- 4.5 All sums due from the Hirer to Markson Pianos Ltd hereunder shall be increased to include VAT at current rate.
- 4.6 The Hirer shall pay Markson Pianos Ltd's invoices hereunder within 30 days of the date of invoice. Time shall be of the essence in respect of payment of all sums due hereunder.
- 4.7 Markson Pianos Ltd reserve the right to charge the Hirer interest at the rate of 3% per annum above the mean base rate of The Royal Bank of Scotland on all invoices which are not paid in accordance with Condition 6, such interest being calculated from a date 30 days after the date of invoice until actual payment compounded quarterly and to be payable as well after as before any judgment obtained in respect thereof.

5. Delivery

- 5.1 Any times quoted for delivery of Equipment, on the date requested, are approximate only and Markson Pianos Ltd shall not be liable for any delay in delivery of Equipment howsoever caused.
- 5.2 The Hirer shall conduct a reasonable inspection of the Equipment upon receipt. If such inspection reveals that the Equipment is damaged, or that some of the Equipment is damaged, or that some of the Equipment has been lost, the Hirer shall notify Markson Pianos Ltd without delay.
- 5.3 If a signature can not be acquired on delivery of the piano, it will be deemed to be in good condition.
- 5.4 Damaged Equipment may be retained by the Hirer for inspection by the carrier provided that it shall be returned to Markson Pianos Ltd on demand. If the Hirer fails to notify Markson Pianos Ltd and the carrier in accordance with this condition, or fails to return the Equipment on demand, the Hirer shall pay to Markson Pianos Ltd the full cost of repair or replacement of the Equipment or full hire rate until returned.
- 5.5 For Hirers collecting and returning Equipment, Markson Pianos Ltd normal working hours are Monday to Friday 9.30am – 5pm.

6. Use of Equipment

- 6.1 The Hirer shall ensure that the Equipment is installed and used by competent and qualified personnel unless Markson Pianos Ltd has been contracted to provide there approved carrier.
- 6.2 Where the Hirer has hired Equipment for 1 week or more, the Hirer at there own expense must ensure that the Equipment is checked and cleaned on a regular bases,

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with regular tuning not less than twice weekly.

6.3 The Hirer shall not without prior written consent of Markson Pianos Ltd make any modification or alteration to the Equipment, or take the Equipment outside mainland Great Britain.

7. Ownership

7.1 The Equipment shall at all times remain the property of Markson Pianos Ltd and the Hirer shall have no rights to the Equipment other than as Hirer and the Hirer shall not do or permit or cause to be done any matter or thing whereby the rights of Markson Pianos Ltd in respect of Equipment are or may be prejudicially affected.

8. Loss Damage and Insurance

8.1 In the event of any loss or damage to Equipment the Hirer shall pay for its replacement, or the cost of restoring it to good order, and the loss of earning through that period, alternatively Markson Pianos Ltd will make arrangements for the Equipment to be replaced or repaired at the Hirers expense.

8.2 The Hirer shall during the Hire Period keep the Equipment insured for its full replacement value with a reputable insurance company against loss or damage from all risk. The Hirer shall notify its insurers that the Equipment is on hire from Markson Pianos Ltd and request the insurers to endorse a note of such interest on the policy, naming Markson Pianos Ltd as loss Payee. The Hirer shall on demand show Markson Pianos Ltd the policy, the premium receipts and insurance certificate and shall not use or allow the Equipment to be used for any purpose not permitted by the terms and conditions of the said policy or do or allow to be done any act or thing whereby the insurance may be invalidated.

8.3 Where any event or accident shall occur which is a risk covered by the Hirer's insurance hereunder, the hirer shall immediately notify Markson Pianos Ltd thereof. The Hirer shall hold any monies received by the same as Markson Pianos Ltd directs.

8.4 If the Hirer has purchased our separate **DAMAGE WAIVER** then the Equipment will be covered by this exclusive of any excess due as stipulated in the Damage Waiver

8.5 The customer must always have suitable insurance to cover any equipment they obtain from Markson Pianos Ltd.

8.6 Where a customer fails to protect themselves with insurance, the company will pursue the customer directly for full compensation.

9. Hirer's Indemnities

9.1 The Hirer shall be solely responsible for and hold Markson Pianos Ltd fully indemnified against all claims. Demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by Markson Pianos Ltd as a result of any accident involving the Equipment.

9.2 The Hirer shall be solely responsible for and hold Markson Pianos Ltd fully indemnified against all claims. Demands, liabilities, losses, damages, proceedings,

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costs and expenses which may be brought against or incurred by Markson Pianos Ltd as a result of any breach or default on the part of the Hirer in the discharge of its obligations under any contract.

10. Limitations of Liability

- 10.1 Markson Pianos Ltd's liability for direct physical damage to tangible property of the Hirer caused by negligence of Markson Pianos Ltd, its employee's, agents or sub-contractors, or by breach or default of any contract, shall not exceed £1,000,000.
- 10.2 Markson Pianos Ltd shall not be liable for the following loss or damage howsoever caused and even if foreseeable by or in contemplation of Markson Pianos Ltd:-
- 10.2.1 Loss of profits, business, revenue, goodwill or anticipated savings whether sustained by Hirer or any other person; or special, indirect or consequential loss other than direct physical damage to tangible property of the Hirer or any other person.
- 10.2.2 Any loss arising from any claim made against Markson Pianos Ltd by any other person.

11. Termination

- 11.1 Markson Pianos Ltd shall have the right to terminate a contract forthwith by giving notice in writing if the Hirer fails to make payments against their account over a 30 day period, or shall enter into liquidation whether compulsorily or voluntarily otherwise than for the purpose of amalgamation or reconstruction without insolvency or shall compound or make any arrangement with its creditors or shall be the subject of any proposal under part 1 of the insolvency act 1986 for a composition in satisfaction of debts.

12. Consequences of Termination

- 12.1 Any termination of a contract (howsoever occasioned) shall not affect any accrued rights or liabilities of either party.
- 12.2 On termination of a contract (howsoever occasioned) the Hirer shall no longer be in possession of the Equipment with Markson Pianos Ltd's Consent and shall unless otherwise agreed with Markson Pianos Ltd forthwith return the Equipment to Markson Pianos Ltd in good working order.

13. General

- 13.1 No neglect, delay or indulgence by Markson Pianos Ltd in enforcing a contract shall prejudice the right of Markson Pianos Ltd Or be construed as a waiver.
- 13.2 The Hirer hereby waives all and any future claims and rights of set off against any sums due to Markson Pianos Ltd hereunder regardless of any equity, set off or counter-claim on the part of the Hirer against Markson Pianos Ltd.
- 13.3 Any notice hereunder shall be in writing and may be served by sending it by

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pre-paid 1st class letter post or delivery to the address stated herein, and in any other case, to the last known address of the addressee. In proving service of any notice it shall be sufficient to prove that the envelope containing the notice was properly addressed, stamped and posted. Service shall be deemed to be effective at noon of the second business day following the day of posting and any notice delivered to an address by hand shall be deemed to be effective by the date of such delivery.

13.4 The Hirer shall not assign or otherwise transfer all or part of a contract.

13.5 The formation, construction and performance of all Contracts shall be governed in all respect by English Law. The parties hereby agree to submit to the exclusive jurisdiction of the English Courts.

14. **E. & O.E**

15.1 Errors and Omissions Excepted

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