TONE AV — EQUIPMENT HIRE AGREEMENT

Terms and Conditions of Hire · Sound, DJ and Lighting Equipment · Dry Hire and Delivered / Crewed Hire

Tone AV (trading as Big Tone Sound) · Unit at Downtex Mill, Mary Street, Manchester M3 1NH · Tone-AV.co.uk · info@tone-av.co.uk

Version 3 · 20 November 2026. Direct-hire delivery prices, payment and deposit terms, who is responsible for payment, payment due before load-in, handover record, high-value cover, access and inspection, early end of hire, and business late-payment interest.

1. Who this agreement is between

1.1 “We”, “us” and “our” means Joshua Hill, sole trader, trading as Tone AV / Big Tone Sound, of Downtex Mill, Mary Street, Manchester M3 1NH. We are not VAT registered, so no VAT is charged.

1.2 “You”, “your” and “the Hirer” means the person, business or organisation named on the Signature Page, quote or invoice. If you book for someone else, you are still the Hirer and personally responsible for these terms and for paying us, unless someone else is named as the Hirer, has signed, and we have agreed that in writing. How you get paid yourself does not change what you owe us.

1.3 “Equipment” means everything we supply, including cases, cables, stands, accessories and packaging.

1.4 “Dry Hire” means you collect, use and return the Equipment yourself. “Delivered / Crewed Hire” means we deliver, and may set up, operate and pack down the Equipment.

1.5 A venue or promoter’s own terms do not apply to us unless we have signed them. If a booking is treated as cancelled for non-payment, we will tell the venue contact in advance.

2. The agreement

2.1 These terms, the Signature Page, the Equipment Schedule and our quote or invoice form the agreement. If they conflict, the quote or invoice wins, then these terms.

2.2 You accept these terms when you sign them, confirm the booking in writing (email or message is enough), pay a deposit or any part of the invoice, or take delivery, whichever happens first.

2.3 Changes must be agreed by both of us in writing.

2.4 If we agree a booking by phone or in person, please confirm it in writing.

3. Hire period

3.1 The hire starts when the Equipment is collected or delivered, and ends when it is back with us and checked in. Hire is charged for the whole period, whether or not the Equipment is used.

3.2 Collection and return times are as shown on the Signature Page or invoice. Returns are to our unit at Downtex Mill unless agreed otherwise.

4. Your responsibility for the Equipment

4.1 From handover until the Equipment is back with us, it is your responsibility. You pay for theft, loss or damage unless it is fair wear and tear or caused by us.

4.2 You will pay the full new-for-old replacement cost, or a reasonable repair cost, plus loss of hire at the daily rate while it is out of use, capped at 14 days.

4.3 Do not leave the Equipment unattended in public, or in a vehicle overnight or out of sight. Store it securely indoors.

4.4 Report theft or loss to us immediately and to the police within 24 hours, and send the crime reference.

4.5 You indemnify us for claims arising from use or misuse by you, your staff, performers or guests.

5. Insurance

5.1 We do not insure the Equipment while it is on hire. You must insure it for full replacement value, or accept personal liability under clause 4.

5.2 For dry hire with a total replacement value over £3,000, or any item we tell you is high-value, you must show proof of hired-in equipment cover before the Equipment leaves us. If you cannot, you stay fully liable and we may refuse the hire. For an event you must hold public liability insurance and show it if we ask.

6. Security deposit and ID (Dry Hire)

6.1 For dry hire we may ask for a refundable security deposit before collection, plus photo ID and proof of address.

6.2 We refund the deposit within 7 days of a complete, clean, undamaged return, less anything you owe.

6.3 We can refuse a hire if ID or the deposit is not provided.

7. Prices and payment

7.1 Prices are as shown on our quote or invoice. No VAT is charged. Any agreed discount is on the invoice and only applies if you pay on time.

7.2 Regular clients we have agreed it with can pay on Net 15 by bank transfer. New clients, and anyone with an overdue invoice, pay under 7.3. We can remove Net 15 if you pay late.

7.3 A booking is confirmed only once we have received the deposit (or, for regular clients on Net 15, once we have agreed it in writing). For new and non-regular clients the deposit is 50%, and the balance must be cleared before the Equipment leaves us, unless the invoice says otherwise. For promoter and event bookings the balance is due by the time on the invoice, or 48 hours before delivery or load-in if no time is stated. For weddings and private events a 25% deposit confirms the date and the balance is due within 15 days after the event. For dry hire the full fee is due before collection unless agreed otherwise.

7.4 Travel charges apply outside Greater Manchester. Overnight bookings must include food and accommodation for crew, or we will charge for them.

7.5 If you are a business, late payment carries statutory interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998.

7.6 You pay us on the dates in this agreement, whether or not you have been paid by anyone else. If the balance is not cleared by the stated time, or 48 hours before load-in, we will not deliver, unload or start installing, and the booking is cancelled by you. Once the Equipment is unloaded and set up, we will deliver the service and pursue any unpaid sum as a debt.

7.7 Damage, loss, late return, cleaning and extra costs can be invoiced after the hire and are due within 15 days. We can take them from any deposit.

7.8 Pay by bank transfer to the account on your invoice.

8. Cancellation

8.1 The booking deposit is non-refundable. Further charges, as a percentage of the total hire fee:

Notice before the hire starts	Cancellation charge
More than 14 days	Booking deposit only
14 days to 48 hours	50%
Less than 48 hours, or no-show	100%

8.2 If we cancel, we refund everything you have paid within 7 days. Our liability is limited to that refund.

8.3 If you cancel after we have committed to costs we cannot recover, and the cancellation charge does not cover them, you pay those costs at what they cost us.

9. Late return

9.1 Late Equipment is charged at the full daily rate for each day or part day, plus our extra costs.

9.2 If it is not back within 3 days and you do not respond, we may treat it as lost and charge the replacement cost.

9.3 If we arrive to collect at the agreed time and you are not ready, that is a late return.

10. Use of the Equipment

10.1 Do not sub-hire, lend, sell or move the Equipment without our written consent. You remain responsible if we do agree.

10.2 Only competent, sober people may set it up, following our instructions and safe working practice.

10.3 You must keep to venue and licence sound limits. Damage from overdriving is yours.

10.4 Outdoors, protect the Equipment from rain, damp, sun and dust. Do not use it wet unless it is rated for that.

10.5 No drinks, food, smoke or haze fluid on or near the Equipment. Keep a barrier where the public can reach it.

10.6 Do not hang or fly speakers or lighting unless we have agreed it in writing.

10.7 Do not use the Equipment for anything unlawful.

11. Electrical safety

11.1 Our electrical Equipment is PAT tested.

11.2 You provide a safe earthed supply, and protect cables.

11.3 Do not open, modify or repair the Equipment, or remove labels or serial numbers.

12. Faults

12.1 Check the Equipment at handover. Report a fault immediately and stop using it. Message us on the number on the invoice or email info@tone-av.co.uk.

12.2 If Equipment is faulty through no fault of yours, we will repair or replace it, or refund the hire for the time it could not be used.

12.3 Your signature, or a timestamped handover video or photos plus your reply, is our record that it went out complete and working, apart from a hidden fault.

13. Return condition

13.1 Return the Equipment complete, cased, and as clean as it went out, fair wear and tear excepted.

13.2 We may charge £25 per hour for cleaning, and the replacement cost of missing cables, clamps or accessories.

13.3 If you do not attend check-in, our record of condition stands unless you can show it is wrong.

14. Refusing hire and recovering Equipment

14.1 We may refuse or cancel a hire if we believe the Equipment will be misused or if payment, deposit or ID is missing.

14.2 We remain the owner. If you breach these terms or the Equipment is at risk, we may end the hire and collect it. We will not stop an event that is already set up solely because of a payment dispute.

14.3 We may ask for photos or video during the hire, and collect the Equipment if the hire has ended or it is at risk.

14.4 If we end the hire early because you broke these terms, the rest of the fee is still payable.

15. Our liability

15.1 We are not liable for loss of profit, ticket sales, reputation, or for cancellation or disruption of your event, or for indirect loss.

15.2 Our total liability on a booking is limited to the hire fee paid for that booking.

15.3 We are not responsible for delays outside our reasonable control.

15.4 Nothing here limits liability for death or personal injury caused by our negligence, for fraud, or for anything else that cannot be limited. Consumers keep their rights under the Consumer Rights Act 2015.

16. Delivered and crewed hire

16.1 Give us safe, timely access, and tell us about stairs or long carries. Waiting time can be charged.

16.2 Provide free parking close to the venue. Parking charges and fines caused by a lack of parking are added to the invoice.

16.3 Provide safe working conditions. Engineers may stop work or reduce level if it is unsafe.

16.4 Provide drinking water. Allow reasonable breaks on long events.

16.5 Engineers' decisions on safe operation of our Equipment are final.

16.6 Give us one named on-site contact who can make decisions.

16.7 Direct-booking delivery prices: delivery, setup and collection £100; delivery only, within the M60, £50 (drop-off and pickup). Anything further, and fully crewed jobs, are quoted. The price for your booking is on your quote or invoice.

17. Your data

17.1 We use your name, contact details, ID copies and booking details only to manage the booking, take payment, protect the Equipment and keep accounts, in line with UK GDPR. We do not sell your data. ID copies are deleted after the hire unless needed for a claim. Contact info@tone-av.co.uk with a data request.

18. General

18.1 This is the whole agreement. If any part is unenforceable, the rest still applies.

18.2 The laws of England and Wales apply, and the courts of England and Wales have jurisdiction.

Signature page

Tone AV / Big Tone Sound · Downtex Mill, Mary Street, Manchester M3 1NH · info@tone-av.co.uk · Tone-AV.co.uk

Hirer name	
Company / organisation	
Address	
Phone	
Email	
ID type and number (dry hire)	
Quote / invoice number	
Hire type	Dry hire (collection) / Delivered / Delivered and crewed
Event / venue address	
Collection / delivery	
Return / collection	
Hire fee (no VAT charged)	£
Booking deposit	£ Paid on: Balance due by:
Security deposit (dry hire)	£
Insurance	Hirer has insured the Equipment / Hirer accepts full liability under clause 4

Equipment schedule: item, quantity, serial number, replacement value, condition out, condition in. Total replacement value £

Key points (the full terms apply): the person who books is responsible for payment; new clients pay the deposit to confirm and the balance before the Equipment leaves us; balance is due 48 hours before load-in or we do not unload; late return is the daily rate per day or part day; no sub-hiring without written consent.

Hirer	**For Tone AV / Big Tone Sound**
Signature	Signature

Print name: Date:	Print name: Joshua Hill Date:

Check-in on return: date and time, complete and undamaged, charges, checked in by.