

Academy Audio

SOUND AND LIGHTING HIRE



Terms and Conditions of Hire

1. Interpretation

In these conditions The 'Company' shall mean Academy Audio Ltd and the 'Client' shall mean the person, firm, body or company hiring the equipment whose order for the equipment hire is accepted by the Company. Any person purporting to act on behalf of the Client shall be bound by the contract.

The 'Equipment' means all goods and components hired to the Client by the Company, as identified in the Quotation and supplied in accordance with these terms and conditions and 'the Conditions' means the terms and conditions of hire set out in this document.

2. Terms and Modifications

- i. All Equipment is hired subject to the Conditions and insofar as they may be excluded all other conditions guarantees warranties terms undertakings and representations expressed or implied statutory or otherwise are hereby expressly excluded.
- ii. The Agreement shall become effective subject to the Client having provided suitable identification and deposit to fulfil the terms of the Agreement and provided written acceptance to the Agreement.
- iii. The Conditions:
 - i. shall constitute the entire agreement and understanding between the Company and the Client and supersede all prior representations arrangements understandings and agreements between the Company and the Client relating to the subject matter hereof; and
 - ii. prevail over and exclude any other terms and conditions stipulated or incorporated or referred to by the Client or his agent or any third party
- iv. The Client irrevocably and unconditionally waives any right that it may have to claim damages for any misrepresentation arrangement understanding or agreement not contained in these Conditions or for any breach of any representation not contained in these Conditions (unless such misrepresentation or representation was made fraudulently);
- v. Unless previously agreed in writing between the Client and the Company no oral written or other addition to or variation of these Conditions shall be effective.
- vi. All particulars given by the Company relating to technical performance dimensions capacity output consumption and weight of any Equipment and all illustrations descriptions specifications and drawings are given as accurately as possible but are approximate only and all such material contained in brochures, catalogues, price lists, and other advertising matter is intended merely to present a general idea of the Equipment described therein and none of such material shall form part of the contract.
- vii. Every effort is made to ensure that the equipment specified is available for hire and the Company reserves the right to changes in the specification of the Equipment as the Company shall think fit to fulfil the hire requirements or which are required to conform with any applicable safety or other statutory requirements or where the equipment is to be supplied to the Company's specification and to supply Equipment which may not be in strict accordance with the agreed specification but which does not materially affect their quality or performance.
- viii. If this arises and there is a change to the equipment supplied the Client will be informed of any changes to equipment specifications prior to the commencement of hire.

3. Identification

To hire equipment the Client must be over 18 years of age and two forms of Identification must be provided, which between them must include a photograph of the Client, and the Client's permanent address. If the Client is not a permanent resident of the UK we are unable to provide hire services. Suggested forms of Identification:

- a. Driving Licence (with photo) or Passport
- b. Recent Utility Bill (no more than 3 months old)

4. Deposit

A deposit will be taken on all hires without exception. The Company reserves the right to withhold the deposit pending testing of the Equipment upon return. If the Client's I.D. is insufficient then a cash deposit will be taken to cover the full value of the Equipment hired.

5. Prices

- a. The prices on all quotations issued by the Company shall be valid and remain open for acceptance for a period of thirty days from the date of the quotation unless stated otherwise on the face of the quotation. The Client must confirm their acceptance and placement of their order in writing, by email or by fax no less than twenty one days prior to the commencement of hire. No order (whether made pursuant to a quotation or not) shall create any Agreement unless it is accepted by the Company either by acceptance in writing, by email or by fax.

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- b. Prices quoted are based on the hire cost of the Equipment, transport, labour and any additional services required by the Client at the date of the quotation and if, before delivery of all of the Equipment there occurs any substantial increase in any of such costs, the price payable may be appropriately increased to allow for such increase.

6. Terms of Payment

- a. Unless otherwise agreed in writing where a single payment is to cover the whole period of the hiring payment shall be made net cash within seven days of commencement of hire, or upon the day of hire, and prior to the set-up of any equipment, if agreed to by the Company.
- b. Where the rental is payable periodically, the first payment is to be made before the commencement of the hire and subsequent payments are to be made in advance at the appropriate periodic intervals calculated from the commencement of the hire.
- c. Any overdue hires will be charged for at the full daily rate for each day or part thereof overdue
- d. The Company reserves the right to use the Client's deposit as payment towards any excess charges incurred and to charge interest on any amounts unpaid after the due date of payment at 10% per month or part thereof accruing after as well as before any judgement obtained by the Company against the Client in respect thereof.
- e. The Client shall be invoiced for the full amount with payment due upon receipt of invoice. If the invoice is dated within 7 days of the actual hire date immediate payment is required, or upon the day of hire prior to the set-up of any equipment, if agreed to by the Company.

7. Acceptance of Order

"Acceptance of Order" means the Company's written acceptance of order form completed and signed by an authorised signatory for and on behalf of the Company detailing the Client's order for the hire subject to these Conditions

8. The Hire Period

The 'Hire Period' means the period of time for the hire of equipment specified on the quotation and Invoice (during which the Services shall be provided), subject to early termination, and commences on the first date specified and continues until it terminates on the last date specified as indicated in the Hire Contract. This applies unless agreed otherwise by both parties prior to the agreement.

- a. Day hire: Day Hire is a one day 24 hour period. Equipment is delivered and set-up one day and collected the next day.
- b. Two day/Weekend hire: Two day/Weekend hire is for two consecutive days over a 48 hour period, weekend hire commences on a Friday, includes Saturday and is collected on the Sunday.
- c. Week Hire: Weekly hire consists of a five day period.
- d. Periodical hire: Longer term periodical hire is by agreement between the Company and the Client.
- e. Extra days in addition to the above stated hire periods (Clause 8.a, b and c) will be charged at the day hire rate.

9. Title

The property in the Equipment shall remain vested in the Company at all times although the risk therein passes to the Client in accordance with Clause 13 hereof for the duration of the hire period.

10. Delivery

The date and time of the delivery must be expressed by the Client at the time of quotation or placement of order, subsequent to no further performance being undertaken at that time. Delivery of the Equipment shall be made to the Client by the Company to the detailed event location at an agreed date and time confirmed in writing by the Company. The Company must be notified of any subsequent changes to the agreed date or time by the Client and any changes to the delivery thus confirmed by the Company. Times for delivery are estimates given in good faith and as accurately as possible but are not guaranteed and the Company cannot accept responsibility for any failure to deliver or late delivery due to circumstances beyond the Company's control.

11. Force Majeure

Both the Company and the Client shall be released from their respective obligations in the event of national emergency war prohibitive governmental regulations or if any cause beyond either parties reasonable control rendering the performance of any order impossible. For the avoidance of doubt this provision shall not relieve the Client of their obligation to pay for all Equipment delivered pursuant to any order.

12. Warranty and Limitation of Liability

- a. The Company warrants that the Equipment to be supplied by the Company consequent upon its acceptance of the Client's order will be of normal industrial quality. The Company's obligation under this warranty shall be to correct any defective equipment which becomes apparent before or whilst on hire, and to repair, or to replace free of charge any equipment which is shown to the Company's satisfaction to have been defective provided that notice of such defects and satisfactory proof thereof is given by the Client immediately after discovery and proved that the Equipment has only been used for the purposes for which the Equipment was manufactured and used in accordance with normal practice. Where possible the Company will replace defective equipment, if a repair is not effective, with like for

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like equipment or if this is not available, equipment which may not be in strict accordance with the agreed specification but which does not materially affect their quality or performance.

- b. Save as in this Clause expressed, the Company shall be under no liability for any personal consequential or other loss or damage of whatsoever kind or howsoever caused as a result of any Equipment supplied or work done being defective or not in accordance with any order or as a result of anything done or omitted in connection with any work done or omitted to be done by the Company including any breach by the Company of any fundamental term of any order and the Company's liability under this Clause shall be in lieu of and to the exclusion of any liability, condition, guarantee, warranty, term undertaking or representation whether express or implied, statutory or otherwise and shall be limited to the rental value of the Equipment supplied under the order to which any claim relates or the amount received by the Company in relation to the Equipment under any product liability insurance currently held by the Company.
- c. There is no guarantee as to the suitability of the equipment for the Client's process unless supplied by the Company specifically for such process and save as aforesaid all conditions and warranties whether express statutory or implied are excluded.
- d. Notwithstanding anything contained in the last foregoing paragraph, the Company's liability in respect of any equipment not the property of the Company, but supplied by the Company shall be to give the Client the benefit of any manufacturer's guarantee or other rights (if any) which are available to the Company against the manufacturer or its own supplier of such Equipment or materials.
- e. Nothing contained in this Clause shall exclude:-
 - i. any liability for breach of our implied undertakings as to title.
 - ii. where the Client deals as a consumer (as defined by the Unfair Contract Terms Act 1977) any liability for breach of its implied undertakings as to conformity of Equipment with description or sample or as to their quality or fitness for a particular purpose.
 - iii. any liability arising from our negligence causing death or personal injury.
- f. The Client recognises that the limitation of liability contained in this clause is reasonable in that the prices quoted to the Client are dependent upon such limitation being incorporated in the Conditions.

13. Acceptance of Equipment

Unless otherwise agreed in writing it is agreed between the Company and the Client the risk of loss or damage to the Equipment howsoever caused shall pass from the Company to the Client upon delivery to the Client. It is further agreed that any returned Equipment remain at the risk of the Client until safely received by the Company. The equipment will be set-up, demonstrated in operation and the Client or will be shown how to safely operate the equipment. Final on-site acceptance is performed once the Client has signed the correct documentation to say that all the equipment has been delivered, is in working order and that the Client or person acting on behalf of the Client is satisfied with its operation.

14. General Obligations of the Client

In addition to such other obligations of the Client as are defined in the Agreement the Company's responsibilities shall include (but are not limited to):-

- a. Maintenance of the room or place in or at which the Equipment or any part of the Equipment is to be installed in accordance with the requirements of The Health and Safety at Work Act 1974 and at all times keep the Equipment in accordance with the site specifications and in the environmental conditions recommended by the manufacturer of the Equipment.
- b. Ensuring there are suitable single phase 13-Amp power sockets available to power the equipment (within 10m of the equipment's on-site location).
- c. Using the Equipment only in accordance with such instructions and recommendations relating to the care and operation of the Equipment as may be issued by the manufacturer of the Equipment or as may from time to time be advised in writing by the Company.
- d. Ensuring that the Client's employees or any other third parties duly authorised by the Client to operate the Equipment are adequately trained in their use and operation and are technically and properly qualified to do so and comply with the safety and user recommendations provided by the Equipment manufacturer. The Equipment uses electricity and the client each must therefore ensure that their or their authorised person's operating methods are safe.
- e. Sole responsibility and control for the use of the Equipment during the hire period.
- f. Not allowing any person other than the Company's representatives to use or adjust maintain repair replace or remove any part of the Equipment.
- g. Ensuring that the Company's representatives have full and free access to the Site the Equipment and to any records of its use kept by the Client to enable the Company to perform the Services.
- h. Providing the Company with such information concerning the Equipment its application use location and environment as the Company may reasonably request to enable it to carry out its duties and shall make available to the Company free of charge such facilities including but not limited to electricity and water as it may require to properly perform the Services.

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- i. Taking all such steps as may be necessary to ensure the health and safety of any of the Company's representatives who visit the Site or any other premises of the Client.
- j. Charging for lost equipment at full new for old replacement value including any additional costs incurred by the Company.
- k. Taking out and maintaining adequate comprehensive insurance cover for the equipment during the hire period (term of the hire).
- l. That the agreement is entered into on the basis that the Client has inspected the equipment and is satisfied as to its condition in respect of defects that inspection ought to have revealed.

15. Repairs or Alterations

In addition to the General Obligations of the Client

- a. The Client must not repair or attempt to repair the Equipment in the event of damage or breakdown, but must at once notify the Company.
- b. If the damage or breakdown has been caused by the fault or carelessness of the Client or one of the Client's representatives or by misuse of the Equipment, the cost of repair or replacement if a repair cannot be effected, will be at the expense of the Client.
- c. In any case other than under Clause 15(b), the repair will be at the expense of the Company and its obligations under Clause 12.
- d. If the Client makes any alteration or modification to any part of the Equipment the Company shall be relieved of its obligations under Clause 12(c) hereof.

16. Electrical Safety

All equipment is regularly PAT tested and conforms to all relevant electrical safety regulations as specified in the electrical equipment safety regulations 1994. It is the Client's responsibility to ensure that the equipment is connected to a safe electricity supply under the Client's obligations under Clause 14.

17. Compatibility of Equipment

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

18. Returning Equipment

At the end of the hire, the Client must return the Equipment to the Company in the same condition as at the commencement of the hire. No marking or labelling of the Equipment is permitted. If equipment is returned Dirty there will be a surcharge for cleaning, which will be charged for at the Company's discretion.

19. Indemnity

The Client hereby undertakes to take all such steps as shall be sufficient to ensure so far as is reasonably practicable that the Equipment shall be used properly and safely and without risk to health and the Client hereby agrees to indemnify and save the Company harmless from and against any and all loss damage liability and claims (including amounts paid for legal fees and in settlement of such claims) of persons other than the Client arising out of the hire or use of the Equipment provided that nothing herein shall limit or exclude the Company's liability for personal injury or death. Any legal fees in pursuit of any such claim are payable by the client.

20. Default

- a. In the event that.
 - i. the Client fails to carry out its obligations under the Agreement or
 - ii. the Client suspends payment to the Company at any time or
 - iii. the Client ceases or threatens to cease to carry on its business or any part thereof or
 - iv. a distress execution judgement or order of any Court is levied or enforced or executed upon or against any of the chattels or property of the Client or
 - v. if the Client becomes insolvent or in the Company's opinion is likely to go into bankruptcy receivership administration or liquidation The Client will be deemed to be in default and the Company shall have the right without notice or judicial intervention either to suspend the performance of the agreement or to cancel the agreement without liability to the Client or without prejudice to the Client's rights which may have accrued up to the date of termination.

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- b. In the event of cancellation for any reason the Company shall have the right in accordance with Clause 9 hereof to recover from the Client as the Company's own property any and all of the Equipment delivered to the Client or if the hire period lapses without any notification from the Client and agreement by the Company to extend the hire period.

21. Cancellation by the Client

The Client shall have no right to cancel the agreement without the written consent of the Company and on the Company granting such consent the Client shall pay to the Company:

- a. The full hire price for all of the Equipment delivered to the Client or completed in their deliverable state at the date of the cancellation.
- b. Fifty percent (50%) if the agreement is cancelled by the Client within one (1) month of the event date.
- c. Seventy five percent (75%) if the agreement is cancelled by the Client within two (2) weeks of the event date.
- d. One Hundred percent (100%) if the agreement is cancelled by the Client within one (1) week of the event date.
- e. All costs and other expenses of whatever nature incurred by the Company in connection with the cancelled portion of the Client's order including in particular any damages payable by the Company in respect of any contracts made with its suppliers or others which as a result of the cancellation have been broken or cancelled.
- f. Where the hire is for an indefinite period (periodical hire), or is continued by mutual agreement after the expiry of a fixed period, either the Company or the Client may terminate it by giving to the other party not less than 4 weeks notice.

22. Assignment

The Client shall not without the prior written consent of the Company assign or transfer or purport to assign or transfer the Agreement.

23. Waiver

Any failure or delay by the Company to exercise any right or remedy available to it under the terms of the Agreement or otherwise shall not operate as a waiver of such right nor shall any single or partial exercise by the Company of such right or remedy preclude the exercise of any other right or remedy.

24. Notices

Any notice or demand requiring to be served hereunder must be sent by ordinary first class letter post or facsimile or electronic mail and if posted shall be deemed to have been received two days after posting and on receipt if by facsimile or electronic mail.

25. English Law

- a. These Conditions shall be governed by and construed in accordance with English law and the parties irrevocably agree for the exclusive benefit of the Company that the Courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with these Conditions and that accordingly any suit action or proceeding arising out of or in connection with these Conditions ("Proceedings") may be brought in such Courts.
- b. The Client irrevocably waives (and irrevocably agrees not to raise) any objection which it may have now or subsequently to the laying of the venue of any Proceedings in any such Court as is referred to in this Clause and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgement in any Proceedings brought in any such Court as is referred to in this Clause shall be conclusive and binding upon the Client.
- c. The Contract shall be governed by and construed in accordance with the laws of England and all disputes arising in connection with the Contract the for the hire of Equipment or provision of Services shall be submitted to the exclusive jurisdiction of the English Courts. Any legal fees in pursuit of any such claim are payable by the client.

26. Consequential Damages

To the extent permitted by the law, nothing in these terms and conditions shall make the Company liable for any consequential loss to the Client 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.

There shall be no express or implied warranty, guarantee or liability except as stated here. Academy Audio Ltd shall have no liability for indirect, incidental or consequential damages.