

## B.S.B. (Sound) Ltd Terms and Conditions of Hire and Sales

### 1. Definitions

"We", "Us", "B.S.B." and "BSB" mean B.S.B (Sound) Ltd.

These conditions do not affect the statutory rights of a person dealing as a consumer as defined by the Unfair Contract Act 1977 or any modification of that Act.

### 2. Hire Charges

The hire charge of the equipment commences at the time the equipment leaves the company's premises and terminates at the end of a previously agreed period of time or when the equipment is returned to the company's premises.

If we have agreed to give you credit, written or verbally, you will pay in full within the time we specify or, if we do not specify a time, within 30 days of the date of our invoice, unless otherwise specified. If credit has not been agreed, you must pay hire fees in full before you receive the equipment.

### 3. Delivery, Carriage, Installation and Operation Charges

Hire charges do not include carriage unless otherwise stated. We always advise and state either by written or verbal means the level of service we are providing on delivery of equipment. Any service not stated at the time of booking will be chargeable, for instance where additional works must be carried out on existing equipment before we can interface hired equipment. Where we quote carriage charges, these include only for the time required to load or unload at the address or place you have specified. You will pay extra for any further time, or attendance, including any attempt by us to carry out your pre-arranged instructions for delivery and/or collection which is unsuccessful due to your acts or omissions, or failure to fully inform us of all relevant particulars.

When a delivery is made by a carrier you should check the goods for quantity and condition in the presence of the carrier. If there is a shortage or if any of the goods are in an unsatisfactory condition, the recipient must so endorse the carrier's delivery document and must give a separate written notice to us within three days of delivery. If this is not observed, no claim in respect of shortage or damage will be eligible.

### 4. Breakdown Procedures and Accident Reporting

A breakdown or any unsatisfactory working of equipment must be immediately notified to us. We endeavour to advise of operator repairs over the phone, and where we think the equipment is at fault, we will endeavour to come to site to repair or replace. Under no circumstances must you repair or attempt to repair the equipment unless authorised by us. If you request us to attend and if the equipment is not defective you will pay the call-out charge notified to you.

### 5. Responsibility of the Hirer

You shall keep the equipment safe at all times until it is returned to us and shall make good any loss or damage to equipment due to any cause except through ordinary and careful use. We will not hold customers liable for faults which appear through general wear and tear, but please advise us of these immediately. Customers are advised to insure against the risk of accidental damage and theft.

### 6. Safety and Instructions

It is your responsibility to make sure that all people who use the equipment are properly instructed in the safe and correct use and that they are in possession of all instructions supplied by us. De-connection of any equipment, including cables, connectors and terminations is strictly prohibited due to electrical safety concerns.

### 7. Termination

We will be entitled at any time if you break this contract or if you become bankrupt or if being a company, you commence to be wound up or if a receiver administrator is appointed in respect of all or part of your assets or undertaking or if you enter into any arrangement with your creditors to become the subject of a voluntary arrangement, to terminate this contract with immediate effect and to repossess any or all of the equipment. Such termination will not affect our right to recover from you any money due to us under this Contract or damages for breach of contract.



## 8. Sales

All times which we state or quote for delivery are approximate, and we will not be liable for any delays caused by circumstances beyond our control. We will not be liable for any indirect loss, loss of business, profits, savings you expected to make, wasted money, wages, fees or expenses, due to late delivery, non-delivery, unsuitability, breakdown or stoppage of the goods or any part of them.

## 9. Cancellation of Hire

Cancellation within three days prior to events, the event will be billable at 75% of the stated rate.

Cancellation the day before an event and/or if setup works have commenced, the event will be billable at 90% of the stated rate.

Cancellation on day of event - 100% is billable.

There are a few exceptions to these cancellation fees. Sports days or similar which are within 30 miles of our headquarters and may be called off due to acts of god on the morning of the event will not be billable if we have not left our HQ on route to your event. If travel has started, it is 100% billable.

Large hires in the busiest months of the year (May-September) may be eligible for cancellation charges if the event is called off either up to two weeks prior to the start of the event or called off within a pre-agreed time frame at the time of booking.

**Bookings with a value of over £1000 excluding VAT are only cancellable with a 10% booking release fee – payable immediately at time of cancellation.**

## 10. Payment

If an advance payment is required before the event this will be invoiced on confirmation (via Official Purchase Order) of the hire. This remaining balance would be invoiced after the event. This may include any extras or damages.

