

# **SB Audio Solutions - Hire Terms and conditions**

For the purposes of this document;

SB Audio Solutions may be referred to as 'SBAS' 'us' or 'we'

The customer may also be referred to as 'The Hirer'

## **1. Hire Charges:**

- 1.1- All quoted services may be revised or withdrawn prior to acceptance of the order.
- 1.2- No order will be accepted without receipt of a written quotation.
- 1.3- Upon acceptance of the order, the hirer is liable to pay any fees due according to the terms stated in the invoice.
- 1.4- No order is confirmed until the deposit amount has been received.
- 1.5- Deposit amount is 25% of total hire value.
- 1.6- Late payment may delay or prevent delivery; full payment must be made before any work commences.
- 1.7- SB Audio Solutions will not accept liability for any direct, indirect or consequential losses arising from unpaid or late payment of invoices.

## **2. Damage Deposits:**

- 2.1- Any person that dry hires equipment (collected & returned to us) will be required to make a damage deposit payment specified by SBAS in the booking process.
- 2.2- This Deposit is to be held by SBAS for the duration of the hire as laid out in the invoice.
- 2.3- The deposit is to be paid upon collection of the equipment whether it is the customer who collects or not.
- 2.4- The full deposit will be repaid to the customer once equipment has been returned and inspected by a member of the SB Audio Solutions team.
- 2.5- Any damages and associated costs will be made aware to the customer within 5 days of the equipment's return and cannot be disputed.
- 2.6- In the event of any damages occurring during the hire period the deposit payment will be held until costs of damages has been worked out.
- 2.7- If the damage deposit doesn't cover the full cost of the damages the customer will be invoiced for the difference.
- 2.8- If the damage deposit does cover the full cost of the damages the customer will be refunded the difference.

## **3. Hire Periods:**

- 3.1- All equipment must be returned or made available for collection at or before the time agreed. For each day it remains outstanding the hirer will be charged the 1.5x the daily hire rate for each outstanding item.
- 3.2- Any Equipment not returned or made available for collection within 5 business days from the final date of the hire will be invoiced at the full item value and any lost revenue due to item(s) not being returned to our stock.
- 3.3- Hire Periods are laid out in the invoice, it is the customers responsibility to confirm these are correct.
- 3.4- SB Audio Solutions will not accept liability for any direct, indirect or consequential losses arising from incorrect hire periods.

## **4. Cancellation by Hirer:**

- 4.1- An 'Agreed Hire' is defined as a booking that has had the deposit paid for it.
- 4.2- In all cases of cancellation the 25% deposit is non refundable.

- 4.3- If an agreed hire is cancelled 14 days or less prior to the starting date of the hire, SBAS can retain upto 75% of invoice value and any costs we have incurred due to preparation or booking/ buying of goods or services for your hire.
- 4.4- If an agreed hire is cancelled 14 days or more from the intended first date of the hire a full refund will be issued to the customer minus the non refundable 25% booking deposit any costs we have incurred due to preparation or booking/ buying of goods or services for your hire.
- 4.5- For an agreed hire booked 14 days or less from the first date of hire, if cancelled, SBAS reserves the right to retain up to 100% of the total invoice amount and any costs incurred due to preparation or booking/ buying goods or services for your hire.
- 4.6- SB Audio Solutions will not accept liability for any direct, indirect or consequential losses arising from cancellation by the hirer

**5. Ownership:**

- 5.1- All hired equipment remains the property of SBAS.
- 5.2- The hirer may not sell, lease, sub-hire, modify or dispose of any hired equipment under any circumstances.
- 5.3- SB Audio Solutions will not accept liability for any direct, indirect or consequential losses arising from equipment ownership disputes.

**6. Specified Equipment:**

- 6.1- We are always trying to upgrade and improve our systems and equipment available. The equipment provided therefore may not be exactly as specified (although it will be equivalent to the equipment specified).
- 6.2- SB Audio Solutions will not accept liability for any direct, indirect or consequential losses arising from Specified Equipment differentiations.

**7. Condition of Equipment:**

- 7.1- Where equipment is hired without one of the SB Audio Solutions team setting up, the hirer is agreeing that all equipment is working and in good condition at the start of the hire.
- 7.2- All equipment is tested prior to each hire to best ensure the condition of our equipment.
- 7.3- SB Audio Solutions will not accept liability for any direct, indirect or consequential losses arising from any damage to equipment.

**8. Use of Equipment:**

- 8.1- It is the hirer's responsibility to ensure any hired equipment is used safely, correctly and legally.
- 8.2- Equipment must only be used in accordance with the manufacturers guidelines.
- 8.3- If the hirer is unsure of the use of any equipment it is recommended to get in touch with SB Audio Solutions.
- 8.4- SB Audio Solutions is not liable for claims or costs that may arise from misuse of equipment that could cause harm to others.
- 8.5- Where applicable, loudspeaker controllers and amplifier racks are supplied correctly configured, and must NOT be adjusted or bypassed.
- 8.6- Any misuse of hired equipment entitles SB Audio Solutions to its immediate recovery without any form of prior notice.
- 8.7- The hirer may be liable for a penalty charge if we must recover our equipment and may result in further action or charges if it has been tampered with or damaged.
- 8.8- SB Audio Solutions will not accept liability for any direct, indirect or consequential losses arising from misuse of hired equipment

## **9. Power Supplies:**

- 9.1- Where Generators are used for power supply, the Hirer must ensure the generator is fitted with AVR (Automatic Voltage Regulator) This is to ensure a stable voltage
- 9.2- SB Audio Solutions will not accept liability for any direct, indirect or consequential losses arising from damage by incorrect power supplies

## **10. Service and Repair:**

- 10.1- No service or repair may be carried out by the hirer.
- 10.2- Where user replaceable parts (e.g. fuses or lamps) are fitted by a hirer, only manufacturer specified replacements may be used and SB Audio Solutions should be notified.
- 10.3- Removal of covers or cover screws in all cases invalidates the manufacturer's warranty, and the hirer is liable for the full cost of replacing equipment where evidence of such tampering is found.
- 10.4- SB Audio Solutions will not accept liability for any direct, indirect or consequential losses arising from tampering or servicing of equipment.

## **11. Lost, Stolen or Damaged Equipment:**

- 11.1- We cannot accept responsibility for crowd control or for the safety or security of any other premises at any time of day.
- 11.2- Unless lost, stolen or damaged equipment arises through the direct actions of SB Audio Solutions, the hirer is liable to SB Audio Solutions for the whole cost of any damage, theft or loss of SB Audio Solutions' equipment.
- 11.3- SB Audio Solutions will not accept liability for any direct, indirect or consequential losses arising from lost, stolen or damaged equipment

## **12. Equipment Failure:**

- 12.1- All equipment is of professional standard, serviced regularly and well maintained, therefore catastrophic equipment failure is unlikely.
- 12.2- SB Audio Solutions will not accept liability for any direct, indirect or consequential losses arising from equipment failure.

## **13. Loudspeaker Volume:**

- 13.1- Our loudspeaker systems can produce very high sound pressure levels. It is the hirer's responsibility to ensure that anyone who may be affected takes any necessary steps to protect their own hearing.
- 13.2- SB Audio Solutions will not accept liability for any direct, indirect or consequential losses arising from loudspeaker volumes and/or damaged hearing.

## **14. Vehicle Failure:**

- 14.1- Although our vehicles are serviced regularly and kept in good condition, we cannot predict a vehicle emergency whether it is a incident or breakdown.
- 14.2- If we are unable to make it to your event due to a vehicle failure or incident of any kind SBAS will issue a full refund minus any costs already incurred due to preparation or booking/ buying goods or services for your hire.
- 14.3- SB Audio Solutions will not accept liability for any direct, indirect or consequential losses arising from vehicle failure

## **15. Acceptance:**

- 15.1- By paying your 25% booking deposit to agree your hire with SB Audio Solutions, you are agreeing to our terms and conditions.
- 15.2- The acceptance includes the arrival of equipment and/or staff on an event site, whether the customer is present or not.

SB Audio Solutions Dry Hire Agreement

I, the undersigned have read the Hire Terms and Conditions

Invoice Number .....

Signed .....

Print .....

Collection Date .....

Return Date .....

Damage deposit Held £.....