

# Super Silent Discos

## Terms and Conditions of Business



### 1. DEFINITIONS AND LAW

- 1.1. "the Equipment" shall mean goods, components and other items hired or sold by Super Silent Discos or any part thereof.
- 1.2. "the Customer" is the person, firm, corporate or public body hiring or purchasing the Equipment. Any person purporting to act on behalf of the Customer shall be bound by the Contract.
- 1.3. "Consequential loss" shall mean loss of profits, contracts or other consequential loss or damages whatsoever.
- 1.4. "Interest" shall mean interest calculated in accordance with Clause 4.1.
- 1.5. The Contract shall be interpreted and applied in accordance with English Law and the parties to this contract agree to submit to the exclusive jurisdiction of the English Courts.

### 2. HIRE TERMS

#### 2.1. Charges

- 2.1.1. Hire charges commence from the date stated in the contract and are payable for the period of hire.
- 2.1.2. Equipment must be returned by the time and date specified in the Contract.
- 2.1.3. Additional charges accrue at the full daily hire rate together with consequential loss in the event of the breach of these conditions or the equipment not being available for use by other customers.
- 2.1.4. All equipment must be returned in similar condition at the start of this hire, in a clean and serviceable condition or additional charges will be made.
- 2.1.5. Super Silent Discos provides spare headsets with Equipment where appropriate. These and any headsets they replace must be returned with the Equipment and in default their full replacement cost will be charged.
- 2.1.6. All charges are payable on demand.

#### 2.2. Hire Period

- 2.2.1. The hiring period commences at the time and date specified in the Contract and continues for the period specified in the Contract and terminates at the time and date as specified in the contract.

### **2.3. Power to Enter this Contract**

- 2.3.1. The signatory to the contract warrants that they are duly authorised on the Customer's behalf to enter into the contract and hereby personally indemnifies Super Silent Discos against all losses and costs that may be incurred by Super Silent Discos if this is not the case.

### **2.4. Customer's responsibilities**

- 2.4.1. The Customer's responsibility for the Equipment commences on receipt of the Equipment by the Customer or his agent or on delivery and ends when the Customer is in possession of Super Silent Discos's unqualified receipt for the return of all the Equipment.
- 2.4.2. The Customer shall not at any time sell dispose or otherwise part with control of the Equipment or attempt to do so.
- 2.4.3. The Signatory to the Contract and the Customer jointly and severally undertake with Super Silent Discos that everyone who uses the Equipment has been properly instructed in its safe and proper operation and will ensure that every user is in possession of necessary instructional material and further will not allow the Equipment to be misused.
- 2.4.4. The Customer will at all times fully indemnify Super Silent Discos against any expense liability financial loss claim or proceedings whatsoever in respect of any personal injury or damage to or loss of any property arising out of or in connection with the delivery hire use non use repossession collection return or non return of the Equipment.
- 2.4.5. Nothing in this clause shall affect the statutory rights of the Customers or purport to exclude any liability which may not be excluded under the Unfair Contract Terms Act 1977.

### **2.5. Electrical Equipment**

- 2.5.1. Any electrical Equipment should be used with plugs and/or sockets as fitted.
- 2.5.2. No Equipment shall be modified without prior written consent from Super Silent Discos.
- 2.5.3. The Customer shall be responsible at all times to arrange a proper supply of electricity for use with the Equipment and ensure that the Equipment shall at all times be properly earthed. Damage to equipment from incorrectly connected or disrupted supply will be charged.

### **2.6. Equipment Maintenance and Reporting**

- 2.6.1. The Customer shall ensure that the Equipment remains serviceable and clean during the hire period.
- 2.6.2. Any breakdown or unsatisfactory working of Equipment shall be immediately notified to Super Silent Discos.
- 2.6.3. The Customer shall under no circumstances attempt to repair the Equipment without prior authorisation from Super Silent Discos.
- 2.6.4. Any damaged or unsatisfactory Equipment must be returned to Super Silent Discos's premises for examination at the Customer's cost.

- 2.6.5. If the Equipment is involved in any accident resulting in damage to either the Equipment or other property or injury to any person the Customer shall notify Super Silent Discos immediately.
- 2.6.6. Equipment must not be removed from any site originally specified by the Customer or from any subsequently authorised site without prior consent of Super Silent Discos.
- 2.6.7. The Customer shall inform Super Silent Discos if any Equipment is to be taken out of the UK.

## **2.7. Compatibility of Equipment**

- 2.7.1. The Customer shall ensure that the Equipment is compatible and may safely be used with any other Equipment being used by the Customer.
- 2.7.2. The Customer shall be responsible for ensuring that any equipment is suitable for their purposes.
- 2.7.3. Super Silent Discos reserves the right to supply equipment of a similar design to the Equipment specified.
- 2.7.4. All descriptions and specifications, drawings and particulars of weights and dimensions issued by Super Silent Discos 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. Due to continuing development, Super Silent Discos reserves the right to change specifications without notice.

## **2.8. Insurance**

- 2.8.1. The Customer agrees to pay Super Silent Discos the full retail cost of any Equipment lost stolen or damage beyond economic repair (without deduction for usage wear tear or age)
- 2.8.2. The Customer shall insure the goods against the above liability.
- 2.8.3. All monies received by the Customer from any insurance company or third party in settlement of any claim shall be held in trust by the Customer and paid to Super Silent Discos on demand to the extent that any such payment is due under this clause.
- 2.8.4. The Customer shall not compromise or settle any claim without the express consent of Super Silent Discos.
- 2.8.5. In the case of Equipment which is lost stolen or damaged beyond economic repair the Customer shall pay a charge at the full hire rate together with interest and consequential loss until the Equipment is replaced.

## **2.9. Condition of Returned Equipment**

- 2.9.1. The Customer is fully responsible for care safe keeping and return in good order of the Equipment

- 2.9.2. The Customer will reimburse all costs incurred by Super Silent Discos in rectifying the condition of any Equipment returned damaged or unclean and shall in addition pay a charge at the full hire rate together with interest and any consequential loss until rectification

## **2.10. Termination of hire**

- 2.10.1. Super Silent Discos shall be entitled to terminate the contract with immediate effect and to repossess the Equipment if at any time:-

- (a) The Customer is in breach of these terms; or
- (b) The Customer shall take any steps or if any act or proceeding is commenced in which the Customer's solvency is in the reasonable view of Super Silent Discos in doubt.

Such termination shall not affect the right of Super Silent Discos to recover from the Customer any monies due under this contract interest consequential loss or damages for breach.

- 2.10.2. The Customer hereby authorises Super Silent Discos to enter upon any property, upon which Super Silent Discos reasonably believe any Equipment to be held and Super Silent Discos in their absolute discretion may recover and remove the Equipment.

- 2.10.3. The Customer hereby authorises Super Silent Discos (notwithstanding any subsequent instruction to the contrary after the date of the commencement of the Contract) to deduct any sums properly due to Super Silent Discos arising under a breach of these terms from any credit card debit card or charge account details of which are in the possession of Super Silent Discos.

## **2.11. Cancellation of contract**

- 2.11.1. The following shall apply should the contracting party cancel the contract:-
- in the event of cancellation 14 days before the beginning of hire there will be no charge to the customer;
  - in the event of cancellation 13 days before the beginning of hire, 50 % of the rental shall be due;
  - in the event of cancellation 7 days before the beginning of hire, 75 % of the rental shall be due.
  - in the event of cancellation 2 days before the beginning of hire the full rental shall be due.
- Postponement of an agreed date shall be regarded as a cancellation.

## **3. CONDITIONS AS TO SALE**

### **3.1.Risk in Title**

- 3.1.1.The risk in the Equipment shall pass to the Customer immediately on delivery to the Customer at the address shown for delivery on the contract or if the Customer collects on collection.

- 3.1.2.Property and title in the Equipment shall remain vested in Super Silent Discos and Super Silent Discos reserve the right to dispose of the Equipment until such time as the price shall have been paid in full.

3.1.3.If any part of the payment is overdue or if the Customer is in breach of any of these terms or if the Customer or any third party shall take any steps or any act or proceeding in which in the reasonable view of Super Silent Discos the Customer's solvency is in doubt Super Silent Discos may (without prejudice to any of Super Silent Discos' other rights) recover or resell the Equipment and may enter upon the Customer's or any third parties property for that purpose.

### **3.2.Receipt**

3.2.1.The Customer or any duly authorised person on behalf of the Customer shall receive and unload the Equipment and shall check the same for quantity and condition in the presence of Super Silent Discos' carrier.

3.2.2.Any shortage of or unsatisfactory Equipment shall be endorsed by the Customer or a duly authorised person on behalf of the Customer on the delivery document and the Customer shall give written confirmation to Super Silent Discos within 6 hours of delivery.

3.2.3.No claim in respect of shortage of or unsatisfactory condition of the Equipment shall be entertained by Super Silent Discos unless condition 3.2.2. is observed.

3.2.4.This condition does not affect the statutory rights of the Customer.

### **3.3.Price**

3.3.1.The price charged will be the price ruling at the time of delivery. Where this is at variance with the price quoted or inserted in the contract at the time the goods were ordered the Customer will be advised prior to delivery

### **3.4.Payment**

3.4.1.Where account facilities have been granted to the Customer in writing all invoices must be paid within the terms on the invoice

3.4.2.Where no such facilities have been granted payment will be with order or where previously agreed prior to dispatch.

## **4. CONDITIONS APPLICABLE TO BOTH HIRE AND SALE**

### **4.1.Payment and Interest**

4.1.1.Where payments are not made on the due date Super Silent Discos will be entitled to interest on the amount that is overdue at Barclays Bank plc base rate prevailing for the period for which such monies are overdue together with 8% calculated on a day to day basis compounded with quarterly rests.

4.1.2.The payment of such interest shall be without prejudice to any other rights or remedies of Super Silent Discos.

4.1.3. Any legal or other charges incurred in the recovery of money or equipment shall be paid by the Customer.

4.1.4. Notwithstanding any provision in these terms of business to the contrary the customer shall if required by Super Silent Discos pay such sum on account of the hire charges or price for goods and or services as shall be agreed at the time of placing the order.

#### **4.2. Liability**

4.2.1. Super Silent Discos' liability for any defect in the equipment shall be limited to and in no case exceed:-

- (a) any manufacturer's warranty sold with the equipment; or if there shall be none
- (b) replacement or repair of the defective equipment; or
- (c) at Super Silent Discos's option a refund of the price.

#### **4.3. Consequential losses**

4.3.1. Nothing in these terms and conditions shall make Super Silent Discos liable for any consequential loss to the Customer including any expense liability loss claim or proceeding whatsoever caused by or arising out of the late delivery non delivery unsuitability incompatibility or unlawful repossession of the Equipment or any part thereof or any breakdown or stoppage of the same.

#### **4.4. Injury to Persons and Damage to Property**

4.4.1. Subject to 4.2. above Super Silent Discos shall not be liable for any loss other than that which directly arises from any injury to persons or damage to tangible property where and only to the extent that such injury or damage is caused by any defects in the Equipment and where such defect is caused by the negligence of Super Silent Discos.

#### **4.5. Rights Reserved**

4.5.1. Any failure by Super Silent Discos to enforce any or all of these conditions shall not be construed as a waiver of any of Super Silent Discos rights hereunder.

4.5.2. If any term in this contract shall be held invalid such invalidation shall not affect the validity of the remaining terms.

#### **4.6. Terms of Contract**

4.6.1. These conditions have effect in substitution for and to the exclusion of any condition put forward by the Customer.

#### **4.7.Delivery and Carriage**

- 4.7.1.All times quoted or stated for deliveries are approximate only shall not be liable for any delay in delivery of the Equipment howsoever caused.
- 4.7.2.Where carriage charges are quoted by Super Silent Discos such charges will include only for the time to load or unload alongside the Super Silent Discos or Courier vehicle at the address specified by the Customer. Further time or attendance will be paid for by the Customer.
- 4.7.3.Super Silent Discos reserves the right to recharge additional costs of delivery and collection including, but not restricted to, parking fines, waiting time and toll charges.
- 4.7.4.Super Silent Discos shall not be held liable for any damage incurred to a customer vehicle when loading\unloading or for the safe and secure loading of their vehicle.

#### **4.8.Copyright**

- 4.8.1.Super Silent Discos notifies the Customer that playing or showing copyright material in circumstances where the Customer or anyone authorised by him does not hold the appropriate Licence of the copyright holder he will infringe copyright and may become liable in damages for so doing.
- 4.8.2.The Customer by accepting delivery of sound or visual reproduction equipment warrants that he has or will obtain the appropriate Licence for the said performance playing or showing, prior to using the equipment for the said purpose.