

Date of issue: 26th September 2009. This issue supersedes all previous terms and conditions.

In these terms and conditions the following words shall have the following meanings:

- “The Customer” The person, company, department or other body who has ordered or accepted equipment or services from Bailey Audio Systems.
- “The Equipment” All items of equipment accepted by The Customer.
- “The Firm” shall mean Bailey Audio Systems, care of Mr C Bailey.
- “The Conditions” shall mean these terms and conditions of hire.
- “The Contract” shall mean the contract between The Owner and The Customer for the hire of goods and/or services to the customer, comprising of these terms and conditions, special conditions and any other documentation referred to in The Firm quotation.

1 Quotations, orders and order confirmations

1.1 Quotations issued by The Firm are valid and open for acceptance within 7 days from the date of issue unless otherwise stated in the quotation

1.2 Any order or instruction required to be given to The Firm by the Customer shall be given by him in writing. If given orally it shall be confirmed to The Firm in writing within three days

2 Charges

2.1 Hire charges commence from the date stated on the hire contract and are payable for the period of hire.

2.2 All cables must be returned coiled and cable tied in the same clean condition in which they were received. Failing which a default charge of £0.50 per cable will be made to the customer for the re-coiling of each cable.

2.3 Any and all soiled equipment not returned in the same condition as that in which they were received will incur a charge of £10 per item to the customer for cleaning. The term ‘soiled’ includes (but is not limited to) any spillage or drink marks on speakers caused by third parties.

2.4 In the event of loss or theft of the hire equipment The Firm will invoice the Customer in full for replacement of the equipment. In the event of damage to the equipment, The Firm will, at its option, invoice the Customer in full for the repairs to, or the replacement of the equipment.

2.5 All charges are payable on demand.

3 Hire period

3.1 The hire period shall be agreed in writing by The Firm and the Customer.

3.2 Equipment that is not returned by the time specified by The Firm shall be charged at the full daily hire rate.

3.3 All equipment remains the sole property of The Firm for the duration of the hire period and must be surrendered to representative from The Firm upon request.

4 Payment

4.1 When a booking is confirmed you may be required to pay a non-refundable booking deposit up to 30% to retain the booked date(s), payment for the deposit can be by cash or cheque but must be made within 7 days to retain the booked date. When we have confirmed the booking with you in writing you are legally obliged to fulfil the contract and full payment will be required, cancellation must be made 21 days prior to the agreed hire date, if you decide to cancel with less than 21 days until the agreed hire date then refund or cancellation is at our discretion.

4.2 All hire fees must be paid in full before the hire date or upon delivery/collection unless otherwise specified in writing by The Firm. No equipment will be unpacked or rigged without receiving full payment.

4.3 The individual who confirms the booking is solely responsible for ensuring The Firm receives full payment. Any late payment charges accrued will be charged to this individual. Where this individual is acting on behalf of a company it is the sole responsibility of this individual to ensure that full payment is made. It is not the responsibility of The Firm to chase third parties for payment.

4.4 The Firm reserve the right to pass any overdue payments on to a debt recovery service.

5 Damage Deposits

5.1 A damage deposit may need to be paid to The Firm upon collection or delivery of the equipment

5.2 The Firm reserve the right to withhold the deposit for up to 21 days after collection or return of the equipment to ensure it can be fully tested and inspected and is in full working order and in good condition. Any repairs or replacements or cleaning charges will be taken from this deposit. Where the repair, replacement or cleaning costs exceed the security deposit amount the additional costs shall be met by the customer.

5.3 Any and all damaged goods at all times shall remain the sole property of The Firm irrespective of any replacement equipment bought to replace damaged goods beyond repair

6 Customer's responsibility

6.1 The Customer's responsibility for the equipment commences on receipt of the equipment by the customer or his/her agent or upon delivery and ends once the equipment has been returned to The Firm and found to be

undamaged, clean, full working order.

6.2 The signatory to the hire contract and the Customer jointly undertake The Firm that everyone who uses the equipment has been properly instructed in its safe and proper operation and will ensure that every user is in the possession of necessary instruction material and further will not allow the equipment to be misused in any way.

6.3 The Customer during the continuance will not sell or offer for sale, assign, mortgage, pledge, underlet, lend or otherwise deal with the equipment or any parts thereof in a manner prejudicial to the companies rights.

6.4 It is the Customer's responsibility to ensure that sufficient crowd control and security measures are taken to prevent damage to equipment, the Customer will be liable for any damage caused to equipment by any band member(s) or general public.

6.5 In the event of any loss, theft or damage the Customer must notify The Firm as soon as possible within a period of 24 hours.

6.6 In the case of theft the Police must be informed at the first opportunity.

7 Health and Safety

7.1 The Customer shall at no time under any circumstances attempt to repair any part of equipment.

7.2 The Customer is at all times responsible for ensuring that the power supply to which an item of equipment is connected is suitable for that equipment and further more ensure that the equipment shall at all times be properly earthed.

7.3 It is the Customer's responsibility to ensure provision of a safe (240 volt AC, 13 amp) supply.

7.4 Equipment damaged or destroyed due to unsafe electrical equipment at the performance site shall be repaired or replaced at the expense of the Customer.

7.5 The Firm will not accept liability for any equipment directly or in-directly connected to ours that has not been PAT tested and complies with electrical safety regulations.

7.6 The Firm reserve the right not to connect third party equipment to ours if we deem it to be unsafe.

7.7 If upon arrival at the site/venue our engineers are unhappy with any aspect of the venue or it is deemed to be unsafe then we reserve the right not to supply equipment. The Firm reserve the right to charge the full hire rate.

7.8 It is the responsibility of the Customer to ensure there is adequate and safe access to a performance site. Engineers will not put their personal health or the equipment in jeopardy trying to manoeuvre around obstacles (including stairs where the engineer believes they may cause injury). The Firm reserve the right not to deliver equipment where access is deemed to be unsafe; in such cases The Firm reserve the right to charge the full hire price. It is the responsibility of the Customer to inform The Firm beforehand of any access issues and where possible take appropriate measures to reduce risk to engineers and equipment.

7.9 The Firm are not responsible for security at the site/venue; it is the Customer's responsibility to ensure adequate security is provided.

7.10 The Firm cannot accept liability for any individual's failure to stay at an appropriate distance from loudspeakers or failure to take any necessary steps to protect their own hearing. It is the responsibility of the customer to ensure the safety, with regards to hearing, of the general public. Where appropriate the Customer may wish to ensure that warning notices are displayed, hearing protection is issued, or safety barriers are erected.

8 Equipment set up, maintenance and reporting

8.1 All items are dispatched tested and in full working order. Any breakdown or unsatisfactory working of equipment shall be immediately notified to The Firm.

8.2 Unless otherwise agreed in writing it is understood that the customer be present at the agreed delivery time and venue to ensure access can be guaranteed and to instruct on the correct place for the equipment to be set up.

8.3 If the Customer does not liaise with the engineer at the agreed time The Firm cannot be held responsible for the Customer being unable to operate the equipment having had not received an equipment operation briefing.

8.4 If the Customer is not present at the point of delivery The Firm reserve the right not to provide equipment and charge the full hire rate.

8.5 Where an engineer is not present at an event (dry hire) The Firm will only provide telephone support. It is at The Firm's discretion whether or not to attend a dry hire event to assist with any problems. The Firm reserve the right to charge for engineering time and travelling expenses for attending dry hire events. The Firm cannot accept liability for any direct or consequential losses arising from any problems at dry hire events.

9 Insurance

9.1 The Customer agrees to pay The Firm the full retail cost of any equipment lost, stolen or damaged beyond economic repair.

9.2 The Customer shall insure all goods against the above liability.

9.3 All money 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 The Firm on demand to the extent that any such payment is due under this clause.

10 Force Majeure

10.1 The Firm will not be liable for any failure to supply a product or service where that failure is wholly caused by an event we could not reasonably foresee, forestall or prevent. This may include (but is not limited to) acts of war, terrorism, or natural disasters.