



## **CONDITIONS OF BUSINESS**

### **Definitions:**

- '(the) Company' Better Sound Ltd, its directors, employees, agents, successors and assigns
- '(the) Equipment' any item owned by the Company, whether delivered or not, including all cases and packing materials
- '(the) Customer' person, firm, corporation or organisation hiring any Equipment from the Company
- '(the) Premises' any building, vehicle, establishment owned by the Company, its directors, employees or agents.

**Ownership:** The Equipment remains the absolute property of the Company for the entire continuance of hire including transportation to and from the Company's premises. The Customer shall have no lien on the Equipment at any time whatsoever without the Company's permission in writing.

**Prices:** The Company's price list's **Important Notes** constitute part of these Conditions of Business. All charges commence at the time the Equipment leaves the Company's premises, or such place deemed to act as such, and terminate at the end of the period of hire, or when the Equipment is returned to the Company's order, whichever is the latter. If the hire is cancelled within one working day of the hire collection/delivery date, the Company reserves the right to charge a cancellation fee. The price levied will be a maximum of one day's hire or minimum hire charge (£20 + VAT), whichever is the greater, plus any licence fees and/or transport charges incurred. Except hires paid for in advance, all payments will be made by the customer within 30 days of invoice date.

**Customers Liability:** All risk of loss or damage to the Equipment lies with the Customer while the Equipment is in the Customer's custody or control. The Customer shall take good and proper care of the Equipment and ensure its use in a skilful manner by persons with the knowledge and experience to operate it. It is the Customer's responsibility to check that the Equipment satisfies their requirements on receipt and matches the contents lists provided.

**Recompense:** While in the care, custody and control of the Customer, the Customer shall compensate the Company at current replacement cost for all damages, missing items or deterioration through maltreatment of the Equipment (reasonable wear and tear excepted), or for any failure or delay in return to the Company of the Equipment in accordance with the Company's instruction or agreement (as in the current price list), or for any consequential loss of hire, or for any variation or cancellation of an order for the supply of Equipment or services by the Company, whether verbal or written.

### **Warranty**

**a):** The Company makes no warranty or representation to the Customer concerning the Equipment, its condition and/or the extent of its functions or purpose for which required, other than its ability to perform in the manner for which it was designed at the moment of departure from the Company's premises or areas designated as such. The Company will not be responsible for the failure of any non-rechargeable batteries supplied by the Company. The Company makes no warranty concerning the abilities of any technicians or other personnel supplied by or through the Company.

**b):** The Company's liability for mechanical and/or electronic breakdown of its Equipment due to natural causes will be limited to an obligation to replace the Equipment or reimburse any monies already paid against that specific item's hire charge at the time of its malfunction. Any complaints or problems regarding the failure of Equipment must be notified during its use or on its return.

**Indemnity:** Unless due to the negligence or wilful misconduct of the Company, the Customer shall at all times keep the Company indemnified against claims, demands or reimbursements for damage to property or personal injury caused by the misuse of any Equipment or services or materials supplied by the Company which may be made or brought by the Customer or any third party in relation to or in connection with Equipment, materials or services of technicians or any other services supplied by the Company.

### **Variations**

**a):** The Company reserves the right to vary at any time any published hiring or service charges without notice to the Customer. No discounts are allowed other than those that may be published on the Company's current price list.

**b):** The Company shall not be bound by any conditions other than the foregoing. In the event of these conditions being inconsistent with any conditions of the customer, then the Company's conditions shall prevail.

**\*\* PLEASE COMPLETE THE TEAR OFF SLIP BELOW AND RETURN TO BETTER SOUND LTD. \*\***

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I/We acknowledge receipt of Better Sound Ltd's Conditions Of Business

**Company/Client Name: -**

**Signature: -**

**Company Number (if applicable): -**

**Print Name: -**

**Post Address: -**

**E-mail Address for Invoicing: -**

**Telephone: -**

**Date: -**