



Better Sound Limited 31 Cathcart Street, London, NW5 3BJ
Phone: 020 7482 0177 e-mail: admin@bettersound.co.uk

Terms and Conditions of Business

1. **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.
2. **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.
3. **Prices:** All prices quoted in the Hire Rate Card are daily charges (in £ GBP) and EXCLUSIVE OF TRANSPORT AND V.A.T. Weekly hire (7 days) is charged as 4 days, unless otherwise stated. Discounts apply for longer hires. Missing items not returned within 7 days of notification will be charged for at their replacement value. Clients' own equipment returned to us in error, or sent to us for repair, will be deemed lost property if not claimed within 6 months of notification of availability.
4. **Hire Period:** All charges start from the "Job start" date. The hire Equipment will be available for collection from 2:00pm of the working day prior to start of hire. The hire ends when the Equipment is returned to the Company's order, unless otherwise agreed. Additional charges may apply if Equipment is not returned by 11:30am of the next working day after the hire ends as per "Job end" date. 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 for hires paid for in advance, all payments will be made by the customer within 30 days of invoice date.
5. **Customers Liability:** All risk of loss or damage to the Equipment lies with the Customer from the time the Equipment leaves the Company's premises, or agents care, until returned to the Company's order whether delivered or collected by or in the custody of the Company, its employee or agent. 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.
6. **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 Hire Rate Card), 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.
7. **Radio Frequency Equipment:** Unless licence exempt or covered by the Company's General User Licence, Equipment that uses Radio Frequency spectrum (r.f.) in the UK must be licensed through the regulator OFCOM. It is the Customers' responsibility to operate equipment in accordance with the legal requirements. Please see the **RF Legal Information** page on our website, <https://www.bettersound.co.uk/rf-legal.html>
8. **Equipment Warranty:** 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. 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.
9. **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.
10. **Variations:** The Company reserves the right to vary, at any time, any published hiring or service charges without notice to the Customer. Unless agreed in an official quote, no discounts are allowed other than those that may be published on the Company's current Hire Rate Card. The Company shall not be bound by any conditions other than the foregoing. In the event of our Terms and Conditions being inconsistent with those of the customer, then the Company's shall prevail.
11. **Privacy:** Except for the purposes of Equipment transportation, we will not distribute your personal information to any third party unless we are required to by law. Please note that in agreeing to share these details, you have not forfeited your rights as described under the Data Protection Act 2018 & UK GDPR, and you may change your mind at any time. Please see the **Privacy Notice** on our website, <https://www.bettersound.co.uk/privacy-notice.html>

Better Sound Ltd – Terms and Conditions of Business cont.

12. **Agreement:** We ask you to sign this form below to confirm your acceptance of these Terms and Conditions of Business (COB). Please note: Your continued use of our services will also amount to your acceptance of these terms and conditions. When accepting our COB, we will assume that your representative, who requests our services and/or signs this document, has the necessary authority to do so on your behalf. Please return this signature page.

I/We acknowledge receipt of, and agree to, Better Sound Ltd.'s Terms and Conditions of Business

Company/Client Name:

Signature:

Company Number (if applicable):

Print Name:

Post Address:

E-mail Address for Invoicing:

**E-mail Address for Accounts:
(if different)**

Telephone:

Date: