

## **D J C SOUND SYSTEMS - STANDARD TERMS AND CONDITIONS OF BUSINESS**

### 1. Definitions:

"I", "me" and "my" shall mean DENIS JAMES CATER of 1 Athol Gardens, Pinner, Middlesex, HA5 3XH trading as "D J C SOUND SYSTEMS".

"You" and "your" - means the customer taking services and/or goods or equipment on hire from me.

"The premises" - means any property or premises where under the agreement for hire or services any services are to be supplied or to which goods or equipment are to be used installed or delivered.

"The agreement" - means any contract or agreement into which these terms are incorporated by reference or to which they shall otherwise apply.

"The goods or equipment" - means the goods and/or equipment the subject of any agreement between you and me in respect of the same.

"He", "him" or "his" shall include feminine and neuter where appropriate and vice versa.

2. You warrant that you will be responsible for compliance with any relevant statutory provisions including but not limited to local authority bylaws, planning regulations and Health and Safety at Work regulations and including any European Union provisions applicable and will have and obtain the permission of the owner of the premises and hereby further warrant that I shall at all reasonable times and in any case at other times when any goods or equipment are or may be in use, have a right of entry and access for the purpose of inspection or removal of any goods or equipment as may be necessary or appropriate at my sole discretion.

3. All payments are due fourteen days after rendering of the relevant account and interest will run at 8% per annum on the full amount of the account from the date of rendering the account compounded daily until settlement in full as well before as after any judgment in the event the account is not paid within the said fourteen day period.

4. a. If and to the extent that you are a limited company then the signatory on your behalf hereby confirms that the agreement has been entered into by me with you at his personal request and the signatory hereto undertakes to be personally liable for all sums due to me under the agreement.

b. If and to the extent that you are an unincorporated association then each and every member is personally liable under the terms of the agreement and the signatory warrants that he is and signs as being duly authorised by all such people.

5. a. No material supplied by way of discs, recordings, videos, tapes or other medium shall be copied and all rights are strictly reserved and if any such materials are produced by me any further copies shall require my further consent in writing upon such terms as I shall direct.

b. Ownership, copyright and all other rights are reserved in relation to any recording or other such media made by me in furtherance of this agreement and the same shall not be copied or otherwise used commercially by you in any way whatsoever without my consent in writing upon such terms as I shall direct.

6. a. Provided that the same shall reasonably be capable of performing my obligations hereunder I reserve the right to supply equipment of a different specification from that ordered and to refuse to supply any equipment if in my absolute discretion I am of the opinion it may be used for some illegal or unlawful purpose or for some purpose other than that disclosed by you to me in which event the agreement shall be treated as having been cancelled by you on more than 24 hours notice if prior to installation or attendance by me and if after that date on less than 24 hours notice.

b. Whilst I shall make every reasonable effort to ensure the efficacy of the system and services supplied by me under the terms of this agreement I cannot be held responsible for any failure in any regard arising howsoever from inaccurate information supplied to me.

7. I hereby notify you that as my charges are not proportionate to the value of the equipment or the total sums of money involved in the work on which you are engaged I shall not be liable for any loss or damage of any kind whether pecuniary or otherwise and whether consequential or otherwise and whether caused by negligence or otherwise resulting from any delay, detention, late delivery non delivery or deficiency in the equipment, or any services and you will indemnify me against any such matter.

8. a. You will take good care of the equipment and ensure it is used in a skilful and proper manner by persons having the necessary experience in operating the equipment. You must not try to repair, adjust or otherwise interfere with the equipment except in so far as is necessary for its proper use.

b. All cable supplied will be returned to me neatly coiled and secured and in respect of any such cable returned to me otherwise a charge of 50p shall be made and all labels (save those with which the equipment was originally supplied to you) shall be removed prior to return of the equipment to me and if such equipment is returned to me otherwise a charge of 50p shall be made for each such label required to be so removed by me.

9. You accept that any equipment is delivered and installed in good and proper working order and you shall be responsible for all loss and damage to the equipment during the time it is in your possession and should take due care to prevent such loss and damage. I strongly advise you to insure the equipment for the full replacement value, and for loss of hire until equipment is replaced.

10. a. One day's hire period is defined as midnight to midnight or any part of any such period. A week is any period of seven such days.

b. Collection, delivery of equipment, prior to the commencement and after the completion of the hire period is normally permissible without incurring any extra hire charge but is subject to arrangement and availability of equipment.

11. Any identification marking or label must not be removed or covered.

12. You must inform me at the earliest possible opportunity and in any case prior to the end of the hire period of any intention to retain the equipment for a longer period than was originally booked. and will in the event of the equipment not being available for the extra period return it on the original agreed date or such other date as agreed with me.

13. Provisional bookings are only accepted on the understanding that they do not guarantee availability of equipment.

14. a. I reserve the right to impose a cancellation charge equivalent to 50% of the agreed fee for any booking cancelled at more than 24 hours notice and the full charge is payable on cancellation on less than 24 hours notice.

b. I reserve the right to sub-contract the performance of my obligations hereunder at my sole discretion.

15. You shall allow me to display with such reasonable exposure as shall be appropriate the name and designation "D J C SOUND SYSTEMS - Theatre & Event Technical Services" and such other relevant professional details as shall be reasonable in the circumstances and in particular an acknowledgment shall be given in any programme for the event relating to the supply of the services and/or equipment under the terms of this agreement, the terms of such acknowledgment to be agreed mutually between us.

16. To the extent if at all that any of the foregoing shall not apply or be unenforceable that shall in no way prejudice the validity of all other terms and conditions herein contained and further more to the extent if at all that any provision hereof is held to be void due to its being too wide in its scope of application then the same shall be deemed to be restricted to such maximum extent as shall be permissible at law.

17. This agreement shall be governed by the laws of England and Wales.