

# **SSL AUDIO VISUAL LIMITED – TERMS & CONDITIONS OF BUSINESS**

## **1. Interpretation**

- 1.1. In these terms: "SSL" means SSL Audio Visual Limited; "Client" means the legal entity accepting SSL's quotation for the supply of Equipment or Services or whose order for Equipment or Services is accepted by SSL or the party otherwise commissioning the Services in each case as named on SSL's invoice; "Equipment" shall mean all and each item of equipment referred to in this Agreement to be supplied by SSL and all additions, alterations and replacements to that Equipment; "Dry Hire" shall mean the hire of Equipment without the supply of operational personnel; "Hire Charge" means SSL's charges for provision of Equipment and/or Services; "Services" shall mean the installation, operation and removal of the Equipment and/or other services as described in this Agreement; and "writing" shall include electronic mail.

## **2. Provision of Equipment and Services**

- 2.1. SSL shall provide and Client shall accept the Equipment and engage the Services of SSL at the location(s) ("Venue") as described in SSL's hire agreement or order acceptance or, if none, SSL's most recent quotation for the event ("Agreement") subject to these terms, which contain the entire agreement between SSL and the Client and shall apply to the exclusion of all other terms and conditions and shall not be varied except as confirmed in writing by SSL.
- 2.2. Client acknowledges that Equipment was selected by Client as suitable for its purpose and Client has not been induced to enter into this Agreement by any prior representation (whether innocently or negligently made) except as specifically contained in this Agreement.
- 2.3. Unless otherwise expressly agreed in writing by SSL, all Equipment supplied by SSL is supplied on hire in accordance with these terms and no ownership interest in the Equipment shall pass to Client or any third party.
- 2.4. SSL will use reasonable efforts to ensure Equipment is in good working order on delivery and of satisfactory quality and will provide the Services using reasonable care and skill and in accordance with this Agreement.

## **3. Order Acceptance and Cancellation**

- 3.1. No order or booking submitted by the Client shall be deemed accepted unless and until SSL has issued a Hire Agreement or order acceptance signed on behalf of SSL or by some other act of acceptance on the part of SSL or unless SSL in its discretion waives any such requirement. SSL may stipulate payment of an initial deposit(s) as a condition of acceptance or performance.
- 3.2. Client shall be responsible for ensuring the accuracy of any order but SSL reserves the right to make changes in the manner of performance of the Services to comply with health and safety and other applicable legal requirements.
- 3.3. Following acceptance by SSL, Client may not cancel or terminate this Agreement except with SSL's written consent and then only on terms that Client indemnifies SSL in full against all loss (including, without limitation, SSL's loss of profit and reimbursement of all costs) incurred prior to or as a result of cancellation or termination.
- 3.4. SSL reserves the right to cancel or terminate any Agreement where the Client has authorized a third party/company to provide services and/or Equipment, which thereby reduces the services or equipment of SSL after acceptance of quotation (either verbal or written) and then on terms that the Client indemnifies SSL in full against all loss (including, without limitation, SSL's loss of profit and reimbursement of all costs) incurred prior to or as a result of cancellation or termination.

## **4. Hire Charges**

- 4.1. SSL's charges for provision of Equipment and/or Services shall be as stated in the Agreement. Any extra Equipment or Services later required will be chargeable in addition. Client shall be liable for continuing Hire Charges at the same rate as provided in this Agreement: if Equipment is lost stolen damaged or destroyed, until its repair or replacement (in such case any continuing Hire Charges not to exceed a further 13 weeks rental); and, in the case of a Dry Hire or where Client arranges transit, if Equipment is returned late, until date of its actual return to SSL.
- 4.2. Client shall pay Hire Charge (and any VAT), notwithstanding that performance may not have taken place, to be received by SSL in cleared funds on or before the date(s) specified for payment or, if none, on or before the earlier of (i) 3 working days prior to date of supply of the Equipment or Services and (ii) 30 days from date of SSL's invoice. It is a condition that each payment due under this Agreement is paid on time without any deduction, set-off or counterclaim. Any discounts quoted or agreed may be forfeited at SSL's discretion if payment is received after the due date.
- 4.3. If the Client fails to pay any sum on the due date then, without limiting any other right or remedy, SSL may: cancel or suspend provision of Services and Equipment to the Client under this or any other agreement between the parties; apply any payment made by Client (notwithstanding any express instruction by Client) towards the discharge of any sums due to SSL under this or any other agreement between the parties; and/or charge Client interest (both before and after judgement) on the amount unpaid at the rate of 1 % per month calculated on a daily basis until payment in full together with all costs, charges and expenses reasonably incurred by SSL (including legal fees) in recovering overdue amounts.
- 4.4. SSL may, at any time before performance, increase the Hire Charge to reflect any matter apparent on subsequent site survey, any increase in cost due to any factor beyond the control of SSL or change or delay caused by the Client. SSL will provide timely notice to Client of any such increase. To the extent this Agreement has not been performed (but not otherwise), if Client following consultation with SSL does not accept the increase and SSL does not waive it, Client may cancel this Agreement by written notice given within 14 working days of notice of increase (but not less than 10 working days prior to commencement of Equipment hire or Services) provided that Client indemnifies SSL in full against all costs, charges and expenses incurred by SSL prior to or as a result of cancellation.

## **5. Risk and Insurance**

- 5.1. The Equipment shall be at the risk of the Client from the time of delivery at the Venue or, if earlier, delivery to Client's carrier, until its return to SSL's premises or, if earlier, possession is taken by SSL's carrier.
- 5.2. Client shall at its own expense insure Equipment with an insurance company of repute (naming SSL as a loss payee): against all loss or damage (whether or not the Client's or SSL's fault) in an amount equal to its replacement cost new; and against liability for any continuing Hire Charges under Clause 4.1 until earlier of: return of Equipment to SSL in good working order and condition (fair wear and tear excepted) or (if not capable of economic repair) its replacement

with equivalent new equipment; or receipt by SSL of payment in full of its replacement cost new and all other sums due hereunder.

- 5.3. Client hereby irrevocably authorizes SSL in name and on behalf of Client to make any claims under the insurance in respect of loss of or damage to Equipment; to settle or compromise such claims; and to receive and give good discharge to insurers for any moneys payable. Client shall not do or allow to be done any act or thing whereby insurance of Equipment may be invalidated.
  - 5.4. If Equipment is lost or damaged, Client shall notify SSL forthwith, assist in making appropriate claims under such insurance and not without SSL's consent settle or compromise any claim.
  - 5.5. Client will on request at any time produce to SSL the insurance policy and receipt for current premium. If Client fails to keep Equipment insured to SSL's satisfaction or to produce policy or receipt or if SSL so agrees in writing, SSL may insure Equipment, in consideration of which Client will pay SSL further sum equal to 12.5% of SSL's charges (before any discount) for relevant Equipment or Services.
  - 5.6. SSL accepts no responsibility for loss or damage to any equipment or materials of the Client or any third party, which SSL may agree to store or transport, and any such equipment or materials shall at all times be at the Client's risk.
- 6. Health and Safety**
- 6.1. Client shall take all reasonable steps to safeguard the health, safety and welfare of SSL's personnel while at the Venue, to safeguard the Equipment from theft, loss or damage and to give SSL adequate notice of any unusual risks. Without prejudice to the foregoing, the Client acknowledges that SSL shall not be obliged to continue supply of Equipment or Services (and may take down all or any Equipment previously installed) where, in SSL's reasonable opinion, the installation poses a material risk to health and safety or to the Equipment;
  - 6.2. Where a support structure is supplied by the Client, Client shall ensure that the surface, on which the Equipment and structure will be installed, will be stable under load and that the structure will be fit for the purpose (taking account of prevailing wind speeds) and will comply with all health and safety and other relevant regulations. Client shall provide SSL on request with copies of certificates of compliance and structural engineering calculations verifying adequacy of Client's structure. Equipment dimensions and weights and representational drawings of structures are available on request from SSL but are approximate and representational only and do not obviate the need for the Client to obtain appropriate professional advice.

**7. Client's Undertakings**

Client undertakes to SSL that Client shall:

- 7.1. grant or procure access for SSL to and from the Venue at such times as SSL may reasonably require to discharge its obligations;
- 7.2. where applicable, provide free of charge within a reasonable distance of the operating position of the Equipment at the Venue: a video feed of the relevant format; an uninterrupted power supply terminated in an appropriate connection; and such other facilities as SSL may reasonably require.
- 7.3. where SSL's Services are dependent on provision of equipment or services by Client or its contractor, ensure that all such equipment and services are provided on time when required; the equipment is of adequate quality and specification and in good working order; and the services are provided by persons of adequate competence and experience using reasonable care and skill.

SSL Audio Visual Ltd