

Terms & Conditions of Business – Live Event Production

1. In these conditions unless the context otherwise appears the following words and expressions shall have the following meanings:-
 - (i) 'These Conditions' means the conditions of hire herein contained.
 - (ii) 'The Company' means AVT LTD.
 - (iii) 'The Client' means the person firm or company who or which has agreed to hire the Equipment from the Company.
 - (iv) 'The Equipment' means the Equipment specified together with (if any) the accessories and flight cases and any part or parts of the same.
 - (v) 'Full Payment' means the receipt by the Company of payment in full in respect of the services provided by the Company.
 - (vi) 'The Technician(s)' means the employee(s) agent(s) or subcontractor(s) of the Company (if any) supplied with the Equipment to operate the same the number of which (if any) shall be specified overleaf.
 - (vii) 'The Agreement' means the agreement between the Company and the Client for the hire of the Equipment.
2. The Agreement is subject to these Conditions which supersede all previous communications representations and agreements whether written or oral and no additions or alterations to these Conditions shall be binding on the Company unless agreed to in writing and signed by a duly authorised officer or employee or agent of the Company. Any terms and conditions proposed by the Client shall only apply if the same have been agreed by or on behalf of the Company in accordance with the provisions of this paragraph and in the case of any conflict between such terms and conditions and these Conditions the latter shall prevail.
3. The Company endeavours to ensure that the Equipment is sound and in good order and condition at the time of delivery to or collection by the Client but it shall be the responsibility of the Client to ensure that the Equipment is fully suitable in all respects (including type and condition) for the purpose for which it is hired. Upon delivery or collection the Equipment shall be examined and checked by the Client before being taken into use and if found to be defective or deficient will be replaced or defects or deficiencies remedied by the Company without additional charge but in no circumstances shall the Company be liable for any loss or damage of whatever kind however caused arising out of or in connection with the use of or the inability to use the Equipment. The Client shall use or cause to be used the Equipment in a skilful and proper manner and shall at his own expense keep it in good and substantial repair and condition (save for fair wear and tear) and further shall take all precautions necessary to ensure its safety and security. The Client will not open the outer case (if any) of the Equipment or of any item or part thereof nor interfere in any way with the Equipment or the mechanism thereof or any nameplates or signs or serial numbers thereon and will not expose the Equipment to the elements (in particular to salt water and spray) and will keep the Equipment protected in all respects. Unless the same shall have been caused by the wilful default or wilful misconduct of the Technicians any loss of or damage to the Equipment including loss or damage caused by non familiarisation or misuse of the same is the sole responsibility of the Client who will be charged with the cost of repair or full replacement value of the Equipment as the case may be. The Client must not repair or attempt to repair or request a third party to repair or attempt to repair the Equipment. The Company reserves the right where the Equipment is in its absolute discretion, of a high technology specification to require that the Client uses the services of a Technician at the cost of the Client and in such cases only the Technician may use such Equipment.
4. Any order or instruction required to be given to the Company by the Client shall be given by him or his duly authorised agent in writing. If given orally it shall be confirmed in writing to the Company within three days. The Company shall not be liable for the consequences of any inaccuracies or misunderstandings resulting from any order or instructions by the Client not received by the Company in writing or so confirmed. The Client shall be solely responsible for any statement representation order instruction guidance or advice made or given by the Client to any Technician.
5. The Equipment shall be delivered and collected at such time and place as shall be mutually agreed between the Company and the Client. If delivered to the Client the signature of any person purporting to be any employee of the Client shall be sufficient evidence of delivery.
6. The Company shall use its best endeavours to comply with any time schedules but shall not be liable in any circumstances to the Client for any liability claim or proceeding in respect of any loss or damage of whatsoever nature howsoever arising whether by reason of negligence or otherwise including without limitation of the foregoing non delivery of Equipment or non arrival of Technicians by a specific time or date or within a specified time from receipt of order. The Company shall not be liable for delays due to unforeseen circumstances or due to causes beyond its control including but not limited to acts of nature, acts of Government, labour disputes & delays in transport.
7. Unless otherwise agreed in writing between the Company and the Client it shall be the responsibility of the Client to return the Equipment to the Company on termination of the hire. If the Company agrees to collect the Equipment on termination of the hire the Client shall remain fully responsible for the safety protection repair and condition (subject as aforesaid) of the Equipment until it is in the possession of the Company.
8. During the continuance of the Agreement the Client shall pay to the Company by way of rent for the hire of the equipment and the technicians, the Company's charges shown in the Company's Rate Card current from time to time or such other charges as may have been agreed in writing between the Company and the Client. For the avoidance of any doubt in case of the hire of the equipment the Client shall be liable for payment of charges for the time from which the equipment is ordered (which shall be the commencement of the period of this agreement) until the time of its return to the Company. A 24 hour period or part thereof constitutes one days hire. If the equipment is lost or stolen or is otherwise irrecoverable or is damaged, then the company undertakes to replace or repair the same as soon as reasonably possible.
9. In addition to the charges referred to herein the Company at its sole discretion may require that the Client shall pay to the Company charges in respect of insuring the Equipment upon the terms and conditions and subject to the exclusions of liability contained in the insurance policy for the time being in force which the Company has negotiated for such purposes. A copy of such policy shall be made available to the Client upon request PROVIDED THAT where the Client has confirmed that it has arranged insurance cover which is already in existence against all risks for the full replacement value of the Equipment and given full details thereof to the Company may waive this requirement.
10. Without the previous consent of the Company the Equipment must not be used on any abnormal or hazardous assignment, taken out of the United Kingdom or taken from the ground other than on a regular scheduled flight by any airline recognised by I.A.T.A. unless otherwise agreed by the company prior to the commencement of the hire. The Client shall be solely responsible for obtaining all customs Clearances Licences and permits as shall be necessary to take the Equipment out of the United Kingdom. If any Equipment taken out of the United Kingdom is lost or is damaged or breaks down and the Company agrees to replace the same the Company's liability shall only extend to delivery of any replacement at an address in the United Kingdom.
11. In addition to the hire charges for the Equipment the Client shall pay all delivery charges.
12. The Client shall pay Value Added Tax at the rate current from time to time on and in addition to all charges due to be paid by the Client to the Company under the terms of the Agreement.
13. Without prejudice to any other right or remedy available to the Company in the event of the cancellation of an order by the Client the Company reserves the right to make a cancellation charge as follows:-

Notice Given of Cancellation	% Of Total Charges
21 days or more	50%
Between 21 and 14 days	75%
Less than 14 days	100%
14. All charges under this Agreement are net and unless otherwise agreed between the Company and the Client shall be due and payable within 30 days of the invoice date. If any hire charge or other sum due to the Company shall not be paid by the Client on the date when the same shall be due and payable the Client shall be liable to pay interest upon such hire charge or other sum at the rate of 2% per month accumulative from time to time during the period in which interest is payable from the due date until the actual date of payment.
15. The Equipment remains at all times the property of the Company and the Client shall have no right title or interest therein save that of a hirer thereof under these Conditions. The Client shall not sell or offer for sale assign mortgage pledge underlet lend or otherwise deal with the Equipment or any part or parts thereof or deal with the Client's interest under these Conditions which interest is personal to the Client and the Client will keep the Equipment in his own possession for his own use and will not allow any lien or other encumbrance to be created in respect of the same.
16. The amount of the deposit (if any) specified shall be returned to the Client without interest when the Equipment has been returned to the Company and all charges and other monies due to the Company under the terms of the Agreement have been paid.
17. The Agreement may be determined by the Company forthwith by written notice given by the Company to the Client to that effect on the happening of any of the following events namely if the Client fails to pay any charges hereunder within seven days of the same having become due (whether demanded or not) or fails to observe or perform any other of these Conditions or if the Client commits any act of bankruptcy or being a company goes into liquidation or has a Receiver appointed in respect of the whole or any part of its undertaking or assets or is subject to a Receiving Order or makes any arrangement with or assignment for the benefit of the Client's creditors or if distress is levied or threatened on any of the Client's property or if the Client abandons the Equipment.
18. The termination of the Agreement and the hire thereby created for any reason whatsoever shall not affect any other right or remedy of the Company against the Client and without prejudice to the generality thereof shall not affect the right of the Company to recover from the Client any hire charges and other monies due to the Company at the date of such determination and shall not affect the Company's right to recover damages from the Client in respect of any breach of these Conditions.
19. The Company shall not in any circumstances be liable to the Client or any third party for any claims in respect of loss of profits special damage or any consequential loss whatsoever or be under any liability for or in respect of loss or damage to persons or property howsoever caused whether arising directly or indirectly from the hire of the Equipment by the Client.
20. The Company reserves the right to subcontract all or any part of the Client's order and to assign or otherwise deal in any way whatsoever with the Company's interest in the Equipment and in the Agreement.
21. The Client is advised not to use any original materials on or in connection with the use of the Equipment and the Company cannot accept any responsibility in connection with any loss or damage to or in respect of the same.
22. The Client will not, without prior consent in writing from The Company, during the course of this Agreement nor within two years of the Termination (howsoever arising) employ or procure or attempt to procure directly or indirectly the employment of any personnel who have been in the employment of The Company in providing Services under this Agreement.
23. The Agreement and these Conditions shall be construed in accordance with English Law and the parties hereto submit to the jurisdiction of the English Courts.