

Terms and Conditions

1 Interpretation

"AVM" means Audio Visual Material Ltd.

"Customer" means the person, firm or organisation that places an order with AVM

"Carrier" means the person, firm or organisation transporting or collecting the equipment on our behalf under our contract of carriage.

"Charges" means our charges for hiring the equipment to you as set out in the order confirmation.

"Collection" means our collection of the equipment from you.

"Contract" means any contract made between AVM and you for the rental of the equipment within these conditions and relevant order confirmation.

"Delivery" means our delivery of the equipment to designated premises or when you collect the equipment from us.

"Documentation" means all manuals and instructions relating to the equipment including but not limited to manufacturer's operating instructions.

"Equipment" means all or any equipment (including any part of parts of them) that we agree to rent to you as set out in the order confirmation

"Force Majeure" means any event outside of our reasonable control, including but not limited to, acts of God, war, terrorism, flood, fire, labour disputes, supplier and/or subcontractor delays, technology or telecommunication failures, strikes, lock-outs, riots, civil commotion and governmental actions.

"Hire" "Rental" means the supply by AVM of equipment only.

"Location" means the place where it is agreed you will store and use the equipment as set out in the order confirmation.

"Order" means your request for us to supply you with equipment for the agreed rental period and charges, requested in writing (whether electronically or otherwise)

"Order Confirmation" means when AVM confirms its acceptance of your order in writing

"Premises" means the delivery address you have specified in your order.

"Rental Delivery Note" means a form to be signed by a representative confirming delivery of the equipment.

"Rental Period" means the period of time for which you will rent the equipment from us as set out in the order confirmation

"Services" means the services which AVM is to provide as set out in the terms of this agreement.

"Site" means any location other than AVM's offices where the services are to be provided.

"Terms" means the contract between AVM and the Customer.

2 Provision of Services or Equipment

2.1 AVM and the customer shall accept the services or equipment subject to these terms which shall not be varied except in writing signed by AVM.

2.2 The customer acknowledges that it does not rely on any advice or recommendations made on behalf of AVM concerning the services or equipment, their quality, performance, fitness for purpose, functionality or use unless confirmed by AVM in writing.

2.3 AVM may without consent (but without reducing its obligations under section 5 of this contract) sub-contract all or any of its obligations to provide goods and services.

2.4 Any typographical or clerical error or omission in documents issued by AVM may be corrected without liability on the part of AVM.

3 Equipment

3.1 All equipment will be subject to availability. AVM reserve the right to modify the equipment at any time and/or substitute the equipment with equipment of no lesser functionality without notice.

3.2 The equipment will not necessarily be brand new or unused and may have been previously rented out. Accordingly, we do not warrant that the equipment will be free from minor defects, including without limitation, minor surface scratches. The presence of minor defects that do not materially affect the operation of the equipment shall not entitle you to any refund or deductions.

3.3 Any description or pictures of the equipment are for information only and are not intended to be 100% accurate.

4 Rental Period

4.1 The Contract comes into force when the order confirmation is sent.

4.2 The rental period shall commence on delivery of the equipment or on collection of the equipment by you unless otherwise agreed written or orally that extra transit days before or after the agreed rental period will be required

4.3 We may at any time and on seven (7) days' written notice to you request that you return the equipment or at our election allow us and our carrier facilities to collect the equipment. You agree to return the equipment in good working order together with all documentation.

4.4 On or before expiry of the rental period, you may request an extension of the rental period by placing a further order. Any extension to the rental period is in our sole discretion and shall be subject to these conditions. You agree to pay any additional charges as set out in a further order confirmation.

4.5 If the equipment is returned late, you agree to pay additional charges calculated on the daily rate for the equipment, our additional costs for aborted collection and our reasonable administration costs.

5 Risk and Property

5.1 The customer undertakes to indemnify AVM in respect of any loss or damage (reasonable wear and tear excepted) to the equipment and shall at its own expense insure the equipment against all loss (including loss of earnings and other consequential loss) that AVM may incur. Any equipment lost or uneconomic to repair is to be replaced with new equipment of the same or similar specification.

5.2 All equipment on hire shall remain the absolute property of AVM and no proprietary interest in the equipment shall vest in or pass to the customer.

5.3 Notwithstanding the terms of any conditions, warranties or representations whether express or implied and whether statutory or otherwise AVM shall not be liable in any way for loss, damage, loss of contracts or any consequential loss of any kind suffered by the customer or any third party or for any delay, late delivery, defect or deficiency of or relating to any equipment or ancillaries being available or any failure, error or mistake by any technician or other staff provided by AVM.

6 Customers Obligations

The Customer undertakes to AVM:

- 6.1 To inform AVM at the point of placing an order, whether the environment in which the equipment is to be used will be open to any level of oil based smoke hazard. Failure to declare where subsequent smoke damage is discovered whereby repair or replacement becomes necessary will be the responsibility of the customer under section 5.1 of this contract.
- 6.2 To take all reasonable care of the equipment to ensure its physical safety and security whilst in the possession or control of the Customer or on Site.
- 6.3 To notify AVM in writing of any change in the customer's address or other contact details.
- 6.4 To procure all necessary licences and permissions relating to any acts of broadcasting, projection, recording, transmission or other communication and the use of live pre-recorded material for such purpose and to indemnify AVM against all loss, damage, costs and expenses incurred by AVM relating to any claim that the use, broadcast, projection, recording, transmission or other communication of any material infringes any copyright, trade mark or other intellectual property rights of any third party or is undertaken without a valid and effective licence or permission from any relevant licensing or other regulatory authority in the territory concerned.
- 6.5 To provide AVM with free access to such facilities on site at such times as AVM may reasonably request to enable AVM to provide its services.
- 6.6 To take all reasonable precautions to protect the health and safety of AVM's employees and sub-contractors
- 6.7 To ensure that the equipment is used in a proper manner without risk to health and safety and not contrary to any law or for any purpose for which the equipment is not designed or suitable.
- 6.8 Not to modify the equipment or to remove any notices, labels or serial numbers.
- 6.9 Not to sell, sub-let or otherwise dispose of or part with the equipment or interest therein but to keep the equipment in its possession and control free from lien charge or encumbrance so that the equipment shall at all times remain the property of AVM.
- 6.0 Not to remove the equipment from the UK without prior consent of AVM.

7 AVM's Obligations

- 7.1 AVM shall use its reasonable endeavours to provide the equipment and services in all material respects in accordance with the terms exercising all reasonable care and skill.
- 7.2 AVM shall have no liability unless the customer gives AVM reasonable details in writing within three months of the occurrence of the matter giving rise to the claim.
- 7.3 AVM shall not be liable to the customer by reason of delay or failure in performing any of AVM's obligations due to any cause beyond AVM's reasonable control including without limitation industrial actions or trade disputes.
- 7.4 AVM shall not be liable for costs to replace lost or damaged recordings provided by the customer other than the costs to replace the blank material costs only.
- 7.5 Any liability of AVM whether in contract or otherwise not excluded hereunder shall be limited to the contractual hire fee.

8 Pricing and Payments

- 8.1 The price of equipment and services shall be stated in AVM's audio visual quotation or other order acknowledgment provided that any extra equipment subsequently required shall be chargeable in addition.
- 8.2 AVM reserves the right to by notice given at any time to increase the price to reflect any increase in cost due to any factor beyond the control of AVM or delay caused by the customer.
- 8.3 The Customer shall pay the price of the hire or services within 21 days on the date of invoice unless other payment terms have been agreed in writing by AVM notwithstanding that that the hire of performance of services has not then been completed.
- 8.4 Should the customer fail to pay any sum on the due date then, without prejudice to any other right or remedy, AVM may cancel this contract, suspend provision of Services, remove equipment from site and/or charge interest on the unpaid amount at the rate of 2% per month calculated on a daily basis.

9 Cancellations

- 9.1 In the event of cancellation of the hire order by the customer the following charges will apply:
 - 100% charge if cancelled within 24 hours of the rental period commencement date
 - 50% charge if cancelled within 72 hours of the rental period commencement date
 - 25% charge if cancelled within 7 days of the rental period commencement date

Any cancellation must be communicated to AVM via email.

10 Termination

- 10.1 In the event of bankruptcy, insolvency or liquidation of the customer or if the customer ceases or threatens cessation of business or AVM reasonably apprehends that the aforesaid is about to occur or if the customer is in breach of these terms, then without prejudice to any other right or remedy AVM may without liability to the customer by notice cancel or suspend provision of its services, repossess equipment and, if any services or equipment have been provided but are unpaid, the price shall become immediately due and payable notwithstanding any contrary agreement.

11 Force Majeure

- 11.1 AVM will not be liable for any failure to effect fulfilment of the contract and/or failure to effect delivery of the whole or part of any order due to an event of Force Majeure. If delivery and/or collection are delayed due to an event of Force Majeure, we will notify you promptly of the reason for such a delay and you agree to give us such an extension to effect delivery and/or collection as is reasonable in the circumstances.

12 General

- 12.1 Any notice must be sent in writing and sent to the principal place of business of the party concerned.
- 12.2 No waiver of any breach of these terms shall be a waiver of any subsequent breach of the same or any other provision.
- 12.3 If any provision hereof is invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall be unaffected.
- 12.4 The interpretation and application of these Terms and conditions of business shall be in accordance with English and EC Law.