

AV Department Limited

GENERAL TERMS AND CONDITIONS FOR EQUIPMENT RENTAL

1. **DEFINITIONS.**
AV dept Ltd shall mean AV Department Limited.
THE CLIENT shall mean the person, firm or company, including any servants or agents negotiating or contracting with AV DEPT LTD.
EQUIPMENT shall mean any service or item hired under this agreement.
2. **GENERAL.**
These general terms and conditions govern all business undertaken by AV DEPT LTD and any other variations will be binding on AV DEPT LTD only if in writing and signed on behalf of AV DEPT LTD.
3. The client shall specify to AV DEPT LTD the equipment required, the exact period during which the systems are to be operated, the venue of the conference and the proposed seating arrangements.
- 4.1 The price indicated for equipment and services provided by AV DEPT LTD shall be binding. However, additional calls for, e.g. night work, changes or additions to equipment specifications, may be subject to price increases. Should any expenses arise in relation to any special services listed in the quotation, these are estimated to the best of our knowledge at date of quotation and will be invoiced on the basis of the actual costs incurred.
- 4.2 The client shall not be entitled to make any deduction whether by set-off or for any other reason and AV DEPT LTD has no obligation to supply equipment or service when the client is in arrears with a due payment.
- 4.3 Payments shall be in accordance with the terms indicated in the quotation for equipment. In default of payment AV DEPT LTD may at its option, terminate the contract without notice. Alternatively, AV DEPT LTD may fix a time-limit for such payments and may terminate the contract at its option, where the client does not keep to this time-limit. In the event of such termination, AV DEPT LTD shall be entitled to compensation for all expenses incurred and services rendered by it until termination.
- 4.4 **If payment is delayed, AV DEPT LTD will charge interest at 2% per month from due date without prior notice of default.**
5. The contract shall become effective only upon written confirmation of the order by AV DEPT LTD. Acceptance shall be based on the order as submitted by the client. Any variation in the client's order, to be valid, must be acknowledged by AV DEPT LTD. This acknowledgement will be in writing where adequate time is given.
- 6.1 The client will ensure that the conference areas will be available throughout the hours indicated by AV DEPT LTD for the set-up and removal of the equipment. It is the client's obligation to have the conference areas ready for the setting-up of equipment, i.e. with facilities for participants, technicians and AV DEPT LTD's representatives an area sufficient for placing all equipment in the configuration accepted by AV DEPT LTD
- 6.2 AV DEPT LTD warrants that the equipment will be operational one hour prior to the agreed commencement of meeting, provided that reasonable time for installation is allowed. Under this agreement AV DEPT LTD undertakes to operate, service and remove systems as specified.
- 6.3 The client shall be liable for loss or damage to any equipment and accessories howsoever arising between the set up day and the end of the conference. For equipment hired without an operator or where shipped in advance without an operator, the client shall be liable for loss or damage from the moment the equipment leaves AV DEPT LTD premises until it returns. When at the hire venue, the client shall ensure that the conference areas will be locked and will not be used for any other purpose by third parties outside meeting hours and that all the equipment can remain in situ throughout the entire duration of the event.
- 7.1 AV DEPT LTD shall not be liable for any loss or damage caused by third parties on whose assistance AV DEPT LTD may have to rely.
- 7.2 AV DEPT LTD does not accept liability for any consequential loss or damage arising from the supply of equipment and services or any other cause whatsoever and any express or implied condition, statement or warranty, statutory or otherwise, is hereby excluded.
- 7.3 AV DEPT LTD shall not be liable for any loss or damage caused by generated interference rendering equipment unusable by any other third party supplied equipment or by proximity to interference sources outside AV DEPT LTD's control.
8. In the event of cancellation for reasons outside AV DEPT LTD's responsibility the agreed rental charges shall be as follows from the date of cancellation:-

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| less than two weeks notice prior to the conference | 100% |
| Between two weeks and one calendar month | 75% |
| Between one and three months | 50% |
| More than three months | nil* |

* Advance deposits are non-refundable.

In addition, any costs incurred for third party services or goods shall be refundable. The client shall also refund any expenses incurred or loss suffered by AV DEPT LTD.
- 9.1 In the event of issuing equipment to participants (i.e. Voting keypads, radio microphones, receivers and headphones, etc... It is the client's responsibility to organise the issue/collection of this equipment to participants and provide staff for that purpose each conference day.
- 9.2 In exceptional cases auxiliary staff may be made available by AV DEPT LTD and in such cases the cost of this service will be specified in the quotation. Regardless of the persons or method employed for equipment issue, the client shall be responsible in the event of loss or damage to the equipment.
- 9.3 The client will be issued, prior to conference, with the agreed amount of equipment for issue. As soon as possible after the conference the number of units shall be counted and minuted jointly by client and AV DEPT LTD to determine any loss or damage. In the event of damage or loss invoicing shall be based on this record. When client is unable or unwilling to participate in this inventory, AV DEPT LTD shall proceed in good faith. Should the sets not be returned within 14 days, AV DEPT LTD will invoice these sets with the understanding of refunding the amounts paid if the sets are returned in good condition within 1 year. .
- 9.4 Issue may be organised adopting one of the following methods. Conditions set out in paragraph 6.3 will apply to all sections :-
 - a. AV DEPT LTD will supply holder cards for completion by the client showing each delegates' name and address, or conference number. Entries must permit reliable identification. Issued equipment missing at the end of the conference can then be recovered by the client on the basis of holder cards. If the client should not be successful within 14 days, AV DEPT LTD will invoice these sets with the understanding of refunding the amounts paid if the sets are returned in good condition within 1 year.
 - b. Equipment may be issued against handing-in participant's registration cards. These permit subsequent identification and should be no larger than 50 x 100 mm in size. In all other respects the conditions set out in paragraph 9.3 will apply.
 - c. Equipment may be issued against official identity documents. Otherwise paragraph 9.3 will apply.
 - d. When equipment is issued without any of these formalities the client must accept total responsibility for any loss or damage however caused.
10. **CHOICE OF LAW.**
The Contract between AV DEPT LTD and the client shall be subject to and construed in accordance with the laws of Scotland.