

## GENERAL TERMS AND CONDITIONS FOR EQUIPMENT RENTAL AND SERVICES

**1. DEFINITIONS:** AV DEPT LTD / AVD 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. QUOTES, ESTIMATES & INVOICING:** To allow AV DEPT LTD to quote accurately THE CLIENT shall specify to AV DEPT LTD the services required, the exact period during which the systems are to be operated, the venue and the proposed seating arrangements.

- a. The price indicated for equipment and services, excepting estimated expenses, provided by AV DEPT LTD shall be binding. However, additional hours worked, and additions, or changes, to equipment specification not listed on the quotation may be subject to additional charges.
- b. Estimated expenses arising in relation to any special services listed in the quotation are accurate to best of our knowledge at the date of quotation but such estimated costs will be invoiced on the basis of actual costs incurred.
- c. The client shall not be entitled to make any deduction, whether by off-set 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.
- d. Payments shall be made in accordance with the terms indicated at the time of quotation for the equipment. 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.
- e. If payment is delayed beyond agreed credit limits, AV DEPT LTD may charge interest at 2% per month from due date without prior notice of default. If beyond their agreed credit terms AV DEPT LTD may refer THE CLIENT to the CREDIT PROTECTION ASSOCIATION plc to assist in the recovery of any outstanding payment.

**4. CONFIRMATION:** The contract shall become effective only upon acknowledgement by AV DEPT LTD of a written confirmation from THE CLIENT. Written confirmation may take the form of a Purchase Order, a returned and signed AV DEPT LTD quotation or other written communication confirming acceptance of an AV DEPT LTD quotation. Any variation in the clients order, to be valid, must be acknowledged by AV DEPT LTD. This acknowledgement will be in writing where adequate time is given.

**5. TIME & VENUE:** THE CLIENT will ensure that the venue will be available throughout the hours indicated by AV DEPT LTD for the set-up and removal of the equipment. Please note a set up may take 4, or more, hours to install and a similar time to remove. (See General Method Statement and Risk Assessment) THE CLIENT should ensure the venue has allowed adequate time between bookings to facilitate this so allowing AV DEPT LTD staff to work in a safe and considered manner. Failure to allow adequate time may incur additional charges.

- a. AV DEPT LTD warrant 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.
- b. Once installed, THE CLIENT shall ensure that the conference areas will be secure 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.

**6. EXTENT OF LIABILITY:** 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.

- a. 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.
- b. 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.
- c. AV DEPT LTD shall not be liable for any loss or damage caused by the loss, or temporary outage, of internet connections or internet based services supplied by third parties, on which AV DEPT LTD may have to rely.

**7. CANCELLATION:** 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:

- a. Less than 48 hours notice prior to the conference, or equipment in transit, 100% of the confirmed cost of the hire will be charged.
- b. Between 48 hours and one calendar month, any incurred expenses or other costs applied to AV DEPT LTD as a result of the cancellation will be charged.
- c. More than one month, no costs incurred.
- d. Were the event is postponed a credit note can be issued of up to 100% of the cancellation fee charged minus any incurred expenses or other costs applied to AV DEPT LTD as a result of the postponement.

**7.1 FORCE MAJEURE:** In the event of cancellation due to a 'Force Majeure' beyond the control of AV DEPT LTD or THE CLIENT, which prevents a Party from complying with any of its obligations under a Contract, including but not limited to:

- a. act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves, floods and heavy snow);
- b. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;
- c. rebellion, revolution, insurrection, or military or usurped power, or civil war;
- d. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- e. riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of AV DEPT LTD or THE CLIENT; or
- f. acts or threats of terrorism.

Neither Party shall be in breach of its obligations under a Contract (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by a Force Majeure Event.

**8. EQUIPMENT LOSSES:** 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.

- a. In the event of issuing equipment to participants (i.e. language receivers and headphones, Voting keypads, radio microphones 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.
- b. 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
- c. 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.
- d. Headsets & receivers and voting keypads only: Issue may be organised adopting one of the following methods:
  - i. 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.
  - ii. Equipment may be issued against official identity documents.
  - iii. When equipment is issued without any of these formalities the client must accept total responsibility for any loss or damage however caused.

**9. 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.

**10. CUSTOMER PRIVACY NOTICE:** This privacy notice is to outline the personal data that AV DEPT LTD holds about you and to notify you of how that data is used and your rights under the General Data Protection Regulation (GDPR). For the purpose of GDPR the data controller is AVDEPT LTD. The personal information we collect about you will include: Data relating to your identity (Name, title) Contact details (Address, telephone numbers, email addresses) Project related information (quotes & invoices) AV DEPT LTD will use this information to provide you with goods and services that you have requested and in the administration of your account. To provide you with quotes, products and services we may on occasion need to share your contact information throughout AV DEPT LTD. It maybe necessary to share Some contact details with outside companies to help provide our goods or services i.e. Transport companies. Contact information is kept for the duration of the contract and for 7 years after an account is closed, we will have yearly reviews to remove all personal data from our systems after this time. If you require further information or have any questions regarding this Privacy Notice, then please email 'accounts@avdept.co.uk' or telephone us on 01383 825709 or write to the Company Secretary, marking the envelope 'Private and Confidential', and posting to AV Department Limited, Unit 83 Eastway, Hillend Industrial Estate, Dalgely Bay, Fife. KY11 9JF.