

Sound Barrier Systems

Terms and Conditions

DEFINITIONS

"The equipment" shall mean any items hired by Sound Barrier Systems

"The customer" is the person, firm, corporate or public body hiring the equipment. Any person claiming to act on behalf of the customer shall be bound by the conditions of hire.

TERMS AND CONDITIONS OF HIRE

Hire charges are for 24 hours or part thereof, and are charged daily whether or not the equipment is in use. Equipment will be charged for whilst ON HIRE and will not be considered OFF HIRE until it is returned to our premises and booked in.

Late returns will be charged for at the daily rate until the equipment is OFF HIRE.

Payment must be made in full within 30 days of the invoice date for account customers or on the date of collection for non-account customers. Payment for equipment that requires delivery, set up and collection must be made 1 day before the hire period, via Bank Transfer.

Non account customers must provide proof of identity and address before any equipment can be removed from our premises. Only a Driving Licence, Passport or a recent bank statement will be accepted. Identification must also be shown by the customer when equipment is delivered.

A deposit of up to 50% may be required. All deposit(s) that are paid are non refundable, unless the customer cancels their booking within 14 days prior to the hire period.

The customer authorises SOUND BARRIER SYSTEMS to charge any outstanding money to any credit card or debit card details that are available.

Equipment hired remains the property of SOUND BARRIER SYSTEMS at all times.

Hired equipment is NOT INSURED by SOUND BARRIER SYSTEMS, unless specifically arranged in advance and a Cover Note issued. Customers are advised to insure the hired equipment against loss, fire damage or third party claims, as the customer is held responsible for the equipment when it is off our premises. The customer is responsible for all equipment whilst it is ON HIRE this includes equipment in transit regardless of the organisation transporting the equipment for or on behalf of the customer.

The customer must have substantial insurance in place to cover the full cost of any loss or damage to the equipment whilst being transported.

The customer must have substantial insurance in place to cover the full cost of any loss or damage to the equipment whilst on site, or within private or commercial property.

The customer must have substantial public liability insurance to cover himself or herself against a claim of personal injury or damage to property.

If the customer does not have insurance, they must be personally willing to cover any financial or legal fee due to loss, damage or injury made whilst on hire.

SOUND BARRIER SYSTEMS is not liable and will not insure the customer against damage to property where the customer has transported and set up the hired equipment.

SOUND BARRIER SYSTEMS is not liable and will not insure the customer against harm caused to a person where the customer has transported and set up the hired equipment.

If Insurance is offered and accepted from SOUND BARRIER SYSTEMS, specific conditions and limitations apply. See below.

All equipment is tested prior to collection and every endeavour made to supply equipment in good working order. All equipment will be deemed to have been accepted in good working order and to the customer's satisfaction upon collecting and signing the signing for delivery unless SOUND BARRIER SYSTEMS are informed to the contrary within 24 hours of collection. SOUND BARRIER SYSTEMS shall not be held responsible for any damage or financial loss to the customer arising from the supply of defective equipment.

SOUND BARRIER SYSTEMS accepts no responsibility for damage or injury caused by the misuse of hired equipment. Customers should not attempt to service/repair any equipment supplied by SOUND BARRIER SYSTEMS. In the event of a fault occurring the customer should contact SOUND BARRIER SYSTEMS immediately.

All equipment and cables should be used with the connectors supplied; electrical connectors must not be removed, changed or tampered with in any way. A charge plus the cost of the connector if lost or broken will be made if this occurs. All equipment should be returned to SOUND BARRIER SYSTEMS at the end of the hire period. SOUND BARRIER SYSTEMS reserves the right to repossess the equipment at any time. Equipment is considered ON HIRE from the time it leaves our premises until the time it is returned to our premises.

The liability of the customer in the event of loss is absolute, and the CUSTOMER shall be liable to compensate SOUND BARRIER SYSTEMS the full replacement cost for any equipment not returned at the end of the hire period. In the event of loss SOUND BARRIER SYSTEMS reserve the right to charge the full standard daily hire rate until the equipment is paid for in full.

The Customer assumes complete responsibility for loss of or damage to the hire equipment (Other than fair wear and tear) from the time the equipment leaves SOUND BARRIER SYSTEMS premises or transport, until it is returned.

It is the customer's responsibility to ensure equipment is suitable for the purpose intended, and is used safely and legally. Anyone appointed to operate or supervise equipment must be competent to do so.

SOUND BARRIER SYSTEMS holds the right not to hire equipment to those who seem unfit or unqualified to use the equipment.

All equipment must be used within the manufacturer guidelines.

Misused equipment entitles us to its immediate recovery without notice and may result in further action by us if it has been tampered with or damaged. Any instruction to "turn down" or "turn off" given by any authority must be followed immediately. The customer will be liable for any consequential losses due as a result of failing to observe such instructions given by appointed authorities.

The customer should not attempt any services or repair work on newly damaged equipment or replaceable items inside, this excludes fuses. Fuse replacement should be carried out by someone capable and must do so at his or her own will. SOUND BARRIER SYTEMS cannot accept any liability of damage or harm to the person whom is replacing the fuse.

The customer is liable for the whole costs of replacement and any consequential losses, due as a result of damage, theft or loss that occurs during the period of hire. This includes that resulting from any third party's use of our equipment.

Where hired equipment is returned as damaged / faulty or broken in any way, we reserve the right to charge the customer up to 28 days after the date of hire to give time to eliminate whether it was due to malfunction of the equipment or misuse by the customer.

Lost equipment will be immediately charged to the customer by invoice. Invoices have to be paid in full within 28 days of the invoice date.

All equipment is maintained to a professional standard therefore catastrophic failure is unusual. However, SOUND BARRIER SYSTEMS cannot accept liability for any direct or consequential losses arising from equipment failure, which is beyond our control. Any major damages must be reported within 2 hours, other damages can be discussed when the equipment is returned to a member of SOUND BARRIER SYSTEMS.

The customer has the responsibility to tell us if the equipment is being powered by generated power.

SOUND BARRIER SYSTEMS holds the right to stop hire if we do not wish the equipment to be used with generated power.

The customer assumes responsibility for the replacement of lamps, except those whose electrical failure occurs under normal working conditions. Any faulty or broken lamps must be returned to SOUND BARRIER SYSTEMS; otherwise the customer will be charged the full replacement cost of said lamps.

Cancellation of hire within 48 hours of the collection time will incur a cancellation fee of 100% of the hire charges.

Every endeavour will be made to supply the equipment as ordered. We reserve the right to substitute other equipment where necessary.

Cables should be returned individually coiled and taped. If not so returned a coiling will be levied.

Force majeure. SOUND BARRIER SYSTEMS is not be liable for any failure to supply a product or service where that failure is wholly caused by an event beyond our control, anticipate, forestall or prevent. This includes bad weather and power failure.

Equipment should be collected from and returned to the following address unless by prior arrangement with us:

Sound Barrier Systems
2 Linden Close
Waltham Chase
Southampton
SO32 2TZ

Delivery is available by prior arrangement, please ask for a quotation. In the event of equipment being dispatched by carrier, the carriage and packaging costs including any carriage insurance will be passed on to the customer at cost. Any damage to equipment whilst in transit must be reported to SOUND BARRIER SYSTEMS within 24 hours of delivery.

Signing of this document the customer therefore agrees to the terms and conditions above

Signature..... Date