Nub Sound Ltd
17 Clare Place
Coxside
Plymouth
PL4 0JW
t: 01752 255456
e: info@nubsound.com
w: www.nubsound.com

1. DEFINITIONS AND LAW: In these terms and conditions the following definitions shall apply

1.1. **"**Nub Sound**"** will mean Nub Sound Ltd (T/A) NUB, Nub Sound or NUB Group.

1.2. **"**The customer**"** will mean the person, firm, corporate or public body purchasing, hiring equipment and/or services. Any person acting on behalf of the customer shall be bound by contract.

1.3.**"**Equipment**"** will mean any goods, components sold or hired by Nub Sound to the customer.

1.4.**"**Services**"** shall mean any services scheduled by Nub Sound to the customer.

1.5."Consequential loss" shall mean loss of profits, contracts, equipment or other consequential loss or damage what so ever.

2. HIRE TERMS

2.1. Hire charges commence from the date stated on the contract and are payable for the contracted period of hire.

2.2. The hire period commences at 12 noon on the date specified in the contract hire and continues for the period specified in the contract and terminates on the last day of the hire period. Unless specifically stated otherwise.

2.3. Additional charges accrue at the full daily hire rate together with consequential loss in the event of the breach of these conditions or the equipment not being available for hire by other customers.

2.4. All charges are payable on demand.

2.5. The signatory to the contract warrants that they are authorised on the customer's behalf to enter into the contract and are hereby personally bound by these terms and conditions.

2.6. The customer shall not at any time sell, dispose or part with control of the equipment or attempt to do so.

2.7. The customer will at all times fully indemnify Nub Sound against any expense, liability, financial loss, claim or proceedings whatsoever in respect of any personal injury or damage to or loss of any property arising out of or in connection with the delivery, hire, use, non-use, repossession, collection, return or non-return of the equipment.

2.8. The customer shall be responsible at all times to arrange a proper supply of electricity for the use with the equipment and ensure that the equipment shall at all times be earthed.

2.9. The customer shall at all times be responsible for the acquisition and management of all appropriate radio frequency licences for any hired transmission equipment including but not limited to radio microphones, PMR radios, FM transmitters, In Ear Monitor systems and point to point links.

2.10. Any breakdown or unsatisfactory working of equipment shall be immediately notified to Nub Sound. The customer shall under no circumstances attempt to repair the equipment without prior authorisation from Nub Sound.

2.11. Any damaged or faulty equipment must be returned to Nub Sound for examination at the customers cost.

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2.12. Equipment must not be removed from any site originally specified by the customer without prior consent of Nub Sound.

3. INSURANCE

3.1. Where Nub Sound engineers are not present at Events the customer shall cover all loss and damage to equipment. Nub Sound's loss and damage insurance is only valid when a Nub Sound employee or SIA registered security staff are present. The following terms (3.2. to 3.6.) apply when a Nub Sound employee or SIA registered security staff is **not** present.

3.2. The customer agrees to pay Nub Sound the full retail cost of any equipment lost, stolen or damaged beyond economical repair (without deduction for usage wear, tear or age).

3.3. The customer shall insure the equipment against the above liability.

3.4. All monies received by the customer from any insurance company or third party in settlement of any claim shall be held in trust by the customer and paid to Nub Sound on demand.

3.5. In the case when equipment has been lost, stolen or damaged beyond economical repair the customer shall pay a charge at the full daily hire rate and the subsequent consequential loss until the equipment is replaced.

3.6. The customer shall not compromise or settle any claim without the express consent of Nub Sound.

4. TERMINATION OF HIRE/INSTALLATION

4.1. Nub Sound shall be entitled to terminate the contract with immediate effect and to repossess the equipment at any time if:-

(a) The customer is in breach of these terms, or

(b) The customer shall take any steps or if any act or proceedings commenced in which the customer's solvency is in the reasonable view of Nub Sound. Such termination shall not affect the right of Nub Sound to recover from the customer any monies due under this contract, interest, consequential loss or damages for breach.

4.2. The customer hereby authorises Nub Sound to enter upon any property upon which Nub Sound reasonably believes any equipment to be and, at their discretion recover and remove the equipment.

4.3. The customer hereby authorises Nub Sound (not withstanding any subsequent instruction to the contrary after the date of the commencement of the contract) to deduct any sums properly due to Nub Sound arising under a breach of these terms from any credit card, debit card or charge account details of which are in the possession of Nub Sound.

5. CANCELLATION

Should you cancel your event/function/installation: -

5.1. After having formally confirmed the works (i.e. booking confirmation form has been signed and retuned, or you have supplied us with an official purchase order or any other form of written confirmation) then the amount of 25% of the full fee shall become due and payable (less any deposit has already been paid).

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5.2. Within 14 days of the date of the works, 50% of the full fee for the event/function shall become due and payable, immediately.

5.3. Within 48 hours of the date of the works, 100% of the full fee for the event/function shall become due and payable, immediately.

5.4. In the event of any breach of these terms and conditions by the customer after commencement of the hire period or installation, any deposit or any other monies paid to Nub Sound hereunder shall be forfeited to Nub Sound without prejudice to any other rights of Nub Sound accruing in respect of such breach. Upon the expiry of the hire period or upon breach of any of these terms and conditions by the hirer.

5.5. Nub Sound will accept no responsibility for failure to supply equipment or services where payment terms are not strictly adhered to.

5.6. Nub Sound will accept no responsibility for factors outside of their control which result in the rightful cancellation of contract. Where a purchase order has been raised, the client shall be liable for costs incurred by Nub Sound or 50% of the contract amount (whichever is greater) once the contract period is commenced, this liability for payment is extended to 100% of the contract amount.

6. PAYMENT

6.1 You agree to the payment of the deposit (if due). Such sum is not refundable in any circumstances but shall be deducted from the monies due to us under Clause 6.2 below;

6.2 You agree to pay the total sum as stated in the Booking Confirmation Form for our services under this Agreement, minus any deposit you have paid and you further agree to pay all reasonable extra charges, in addition to the aforementioned sum, incurred by us in fulfilling our obligations to you under this Agreement. Such monies shall be paid to Nub Sound as cleared on or before the day of the event/function.

6.3 Notwithstanding the generality of the above clause 6.2, with respect to an engineered hire, if the duration of the event/function runs over time by more than 30 minutes, we reserve the right to charge you balance to date at the end of a calendar month.

6.4 Any additional equipment/crew/transport ordered after receipt of order confirmation whether in writing or verbally shall incur relevant additional charges as per our normal charging structure (i.e. book rate) which shall, at all times, be payable to you.

6.5 In the event that we do not receive cleared funds on or before the day of the event/function/hire/installation, we reserve the right not to perform the service, save that this clause 6.5 shall not apply to those customers who have a valid credit account with us.

6.6 We reserve the right to amend, upon giving on months' notice, the price of services applied in line with the market rates for such service and you agree that it is reasonable for us to do so.

6.7 Should you fail to make a payment within 7 days of our reasonable demand, you shall pay interest, weekly, thereon at the rate of 4% above the standard base rate of Barclays Bank Plc. operating at that time.

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7. LIABILITY

7.1. Nub Sound's liability for any defect in the equipment shall be limited to and in no case exceed: - (a) Any manufactures warranty sold with the equipment (b) Replacement or repair of the defective equipment (c) At Nub Sound's option a refund of the price.

7.2. Nothing in these terms and conditions shall make Nub Sound liable for any consequential loss to the customer including any expense liability loss to the customer including any expense liability loss claim or proceeding whatsoever caused by or arising out of the late delivery, non-delivery, un-suitability, incompatibility or unlawful repossession of the equipment or any part thereof or any breakdown or stoppage of the same.

7.3. The customer by accepting delivery of sound or visual equipment warrants that he or she will obtain the appropriate licence for the said performance playing or showing, prior to using the equipment for said purpose.

8. TERMINATION

Either party shall be entitled to terminate the Agreement without liability by giving notice to the other at any time if: -

8.1 That party breaches any of these Terms and Conditions, provided that the breach is capable of remedy, the Agreement shall not be terminated unless and until the Party in breach shall have failed to remedy the breach within 14 days of such notices;

8.2 That party makes any voluntary arrangements with its Creditors (within the meaning of the Insolvency Acts 1986) or (being and Company) becomes subject to an Administration order, goes into liquidation (otherwise for the purpose of amalgamation or reconstruction) or (being an individual) becomes bankrupt; or any Third Party takes possession or a receiver is appointed, over any of the property or assets of the other party;

8.3 That Party ceases, or threatens to cease, to carry on business; or

8.4 If that Party reasonably apprehends that any of the events mentioned above is about to occur in relation to the other Party and notifies the other Party accordingly.

8.5 Termination of the Agreement or any part thereof shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuation In force or the continuation in force of any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after such termination.

9. CONTRACTS (Rights of Third Parties) Act 1999

Both Parties hereby acknowledge and agree to contract out of the Contracts (Rights of Third Parties) Act 1999, and that any rights arising from the said Act in respect of any Third Parties are void and shall have no application to this Agreement.

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10. NO Partnership/Agency

Nothing in this Agreement is Intended or shall operate to create a Partnership or joint venture of any kind between the Parties, or authorise a Party to act as Agent for the other, neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any warranty, representation, assumption of obligation or liability or the exercise of any right or power).

11. VARIATION

This Agreement shall be capable of being varied only by a written instrument signed by a duly authorised officer or representative of both Parties.

12. LAW

This agreement shall be governed and construed in accordance with the Law of England.

Each party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England over any claim or matter arising under or in connection with Agreement or the legal relationships established by this Agreement.

13. APPLICATION

With the exception of sections 2 and 3. All parts of this document shall be applicable at all times. Sections 2 and 3 shall only be applicable where equipment is supplied on a rental basis. With or without technical support and supply.

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