

# REVOLUTION AUDIO

## Dry-hire Terms and Conditions – September 2023

Revolution Audio will provide a written Hire Proposal detailing the equipment requested for the hire, the availability and all associated costs, including delivery. Delivery is free within a ten-mile radius of our warehouse in Yeovil, Somerset (based on a Minimum Spend of £50 + VAT), and is otherwise charged at 65p + VAT per mile, per vehicle.

In the event of a technical issue with equipment either before or on the day of the event, Revolution Audio will endeavour to find an alternative item of equipment to perform the same function from a number of different sources at no additional charge. No guarantee is offered that the required equipment can be sourced or that identical replacements can be found.

All equipment remains the property of Revolution Audio and must not be re-hired without prior written consent of Revolution Audio.

Upon confirmation of the Project by the Customer, Revolution Audio will undertake to provide the agreed services as described in the Project Proposal. Once confirmation of the Project is received from the Customer, this affects commencement of the Booking Contract and acceptance of both the Hire Terms and Conditions and Payment Terms outlined by Revolution Audio.

If a project is cancelled less than seven days before the scheduled Load In time for the event, 100% of the costs described in the Production Proposal will remain payable by the Customer. For events cancelled with between seven and fourteen days notice, 50% of the costs detailed in the Production Proposal will remain payable. Between fifteen days and 28 days, 25% of costs detailed will remain payable.

Payment must be made in full prior to the commencement of the hire period. Customers not holding a valid Credit Account will be required to pay a 25% deposit to secure the booking, and the remainder of the balance due no less than 30 days prior to the project start date. Revolution Audio accepts BACS Transfer, and Credit/Debt Cards up to £2,000. Payment Terms for customers holding Credit Accounts will be detailed in any Quotations.

The Job Delivery Note must be signed when the equipment is delivered. This form details the equipment delivered as part of the hire, and confirms that the customer is in agreement with this Terms and Conditions document.

Revolution Audio employees reserve the right to caution or refuse hire to end-users whose actions pose a clear threat to Revolution Audio equipment. Some equipment will only be hired to users who can demonstrate they are suitably experienced and/or qualified to set up and operate such equipment.

Once the Delivery Note is signed the customer accepts full responsibility for safe keeping, transport and operation of the equipment until either return to Revolution Audio, or collection by a Revolution Audio employee. It is the responsibility of the customer to retain possession and control of the equipment throughout the agreed hire period. The customer is liable for any loss or damage to the equipment during this period.

Revolution Audio can extend cover from its Insurance to Dry Hire Customers for an additional 15% of the total hire charge. With this in place, the Customer will only be liable for the £250 Excess of the policy.

Equipment must not be modified in any way without prior consent of Revolution Audio. In the event that equipment suffers technical problems during the hire and a field repair is possible, the customer must advise Revolution Audio at the earliest opportunity before a repair is commenced. Revolution Audio will then advise as to the course of action to be followed and will – if deemed appropriate and practical – dispatch a team member to assist.

Revolution Audio offer an Out of Hours Emergency Call Out service to Dry Hire Customers. If it is found that equipment has failed as a result of user-error, then a Call Out Charge of £150 + VAT, plus an Hourly Rate of £50 + VAT will be payable by the Customer.

Any costs of repairing or replacing equipment will be borne in full by the hirer, including VAT and any delivery charges where applicable.

Examples of loss, damage or unauthorized modification include (but are not limited to):

- Damage by artists, audience members etc. (whether as part of the intended performance or not)
- Damage by inadequate handling or setup of equipment. Revolution Audio will clearly explain any specific setup requirements and these will be listed on the Hire Delivery Note.
- Weather related damage
- Theft in any time or location, including transport
- Damage caused in transport
- Re-wiring cables, connectors, plugs etc. without prior consent of Revolution Audio

Revolution Audio will not accept liability for any damage to either persons or property during the hire period. Equipment is supplied on the understanding that it will be competently installed and operated, and not be used for purposes other than the original design intention. Revolution Audio can provide training where appropriate.

Cables must be returned to Revolution Audio correctly coiled and fitted with either the pre-supplied Cable Tie, or Tape. A charge of £2.00 + VAT Per Cable will be issued for cables returned in an unacceptable state.

Equipment supplied by Revolution Audio is capable – either individually or as part of a larger system – of producing very high sound pressure levels that through prolonged exposure can cause permanent hearing damage. Revolution Audio accepts no liability for hearing damage to any individual. It is the responsibility of the customer to ensure appropriate controls and precautions are in place.