

# AUDIO VISUAL MEDIA LTD

## TERMS AND CONDITIONS

Company Number: 11923110

Registered Address: 64 Windermere Road, High Lane, Stockport, Cheshire, SK6 8AJ

Contact: Mark Turner – info@audiovisualmedia.ltd

### 1. Definitions

"Company" means Audio Visual Media Ltd. "Client" means any individual or organisation engaging the Company. "Services" includes audio visual production, installation, engineering, event support and equipment hire (dry or operated). "Equipment" includes all items supplied. "Contract" means any agreement including quotation, confirmation or payment.

### 2. Basis of Contract

These Terms apply to all services. A binding contract is formed upon acceptance of quotation, written confirmation or payment. These Terms override any Client terms unless agreed in writing by the Company.

### 3. Quotations & Booking

All quotations are valid for 14 days. Equipment and personnel are not reserved until confirmed. The Company reserves the right to substitute equipment of equal or greater specification where required.

### 4. Payment Terms

Payment is due within 14 days of invoice. Where the event date is within 14 days, full payment must be made prior to delivery or event. The Company reserves the right to suspend or withdraw services if payment is not received. Late payments will incur interest at 8% above the Bank of England base rate. Freelance engineers engaged by the Company will be paid within 14 days of receipt of invoice.

### 5. Cancellation

Cancellation fees apply as follows: More than 14 days notice: 50%. Between 7 and 14 days: 75%. Less than 7 days: 100%. All committed third-party costs are fully chargeable.

### 6. Risk, Ownership & Insurance

All Equipment remains the property of the Company. Risk passes to the Client upon delivery or collection. The Client is responsible for all loss, theft or damage and must insure equipment at full

replacement value including loss of hire.

## **7. Delivery & Services**

The Client must provide safe access, suitable working conditions and adequate power. The Company may charge for delays or additional work caused by the Client. The Company retains full control of all technical decisions and operation of equipment.

## **8. Health & Safety**

The Client is responsible for ensuring the venue is safe and compliant. The Company reserves the right to cease work immediately if unsafe conditions are identified.

## **9. Equipment Use**

For dry hire, equipment must only be used by competent persons. Equipment must not be modified or relocated without consent. Any faults, damage or loss must be reported immediately.

## **10. Liability**

The Company shall not be liable for indirect or consequential loss including loss of revenue or reputation. Total liability is limited to the total contract value.

## **11. Force Majeure**

The Company is not liable for failure or delay due to events beyond its control including weather, power failure, transport issues, political disruption, civil unrest, war or global events. All payments remain due and payable in full.

## **12. Intellectual Property & Media**

All content produced remains property of the Company. The Company may use any project content for marketing, website and social media, including under the 'AV Dad' brand identity, unless otherwise agreed in writing.

## **13. International Work**

The Client is responsible for customs, carnets, permits and local compliance. Any delays or costs are chargeable.

## **14. Freelancers**

The Company may engage freelance personnel who operate under Company direction and standards.

## **15. Governing Law**

These Terms are governed by the laws of England and Wales.