

## **AV Architect Pro - AV Engineer Hire Terms & Conditions:**

For short term venue & event services only. These terms and conditions are only applicable to AV engineer hire that is not part time or full time. These terms and conditions apply to one off or contractual AV engineer hires whereby the AV engineer is not a PAYE staff member, part time or full time staff member of the clients company or business.

Date updated: 02.06.2025

### **Definitions:**

**3rd party:** An individual or company working for or on behalf of AV Architect Pro. The 3rd party must be hired directly from AV Architect Pro as a contracted partner. Any 3rd party hired by any individual, company or otherwise who is not a full time employee of AV Architect Pro is not covered by these terms & conditions.

**Client/s:** The individual, company or other purchasing an AV Architect Pro service or product. The client is the legal endorser of these terms & conditions and any other terms & conditions arising from the purchase of an AVAP service or product in direct relation to the service & products the AV Engineer Hire terms & conditions cover.

**Booking restriction:** A booking restriction is a set time period where an additional charge for hire must be paid.

### **Terms of AV Engineer Hire:**

An AV engineer hire from AV Architect Pro consists of:

- Event technical set up & de rig
- Event technical management and operation

The service and work carried out by our AV engineers is in relation to the event specification and needs that are set out by the client before the event & before payment for an AV engineer hire service. The terms of an AV engineer hire may change in relation to the tasks and needs set out by the client during this time. Should AV Architect Pro agree in writing or email - new terms and conditions will be made to reflect the service requirements paid for by the client.

### **Conditions:**

An AV engineer may be hired from AV Architect Pro as long as the client agrees to AV Architect Pro's terms and conditions.

- The client agrees, by way of purchasing an AV engineer hire service, to these terms and conditions - without the need of a written confirmation.
- The client agrees that by hiring an AV engineer from AV Architect Pro - that they ensure their venue is safe for the event services they wish to conduct.
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### **Cancellations:**

Our cancellation policy includes a cancellation fee. The chart below states the charges that will be incurred to the client in relation to cancelling their service. We take into account the money lost to our freelance AV engineers, company & staff should the event be cancelled.

14 days before the event date/s: **100% refund**

7 days before the event date/s: **75% refund**

3 days before the event date/s: **50% refund**

1 day before the event date/s: **0% refund**

### **Refunds & disputes:**

As an AV engineer hire service is a service & not a product there may be incurred costs once the service is purchased such as, but not limited to, booking a freelancer or using a 3rd party to conduct the service or issue products necessary to complete the service.

Any incurred cost or fee to the client will be directly related to the AV engineer hire service or products required and will be outlined in the purchase order sent before any payments from the client are made. Should AV Architect Pro need to make a purchase of a product or service related to the AV engineer hire service is made - the client will be notified.

The following criteria is in relation to AV Architect Pro and any 3rd party working for or hired by AV Architect Pro.

Should there be any dispute or refund by fault of AV Architect Pro or any 3rd party regarding:

- A service or product being incorrectly administered or not to satisfaction.
- A service or product being delayed.
- A service or product being cancelled.

**A refund will be made following these terms and conditions:**

- A service or product - purchased from & offered by AV Architect Pro either through AV Architect Pro or a 3rd party - being incorrectly done or not to satisfaction: **20 % refund issued after the event has ended.**
  1. Should a service or product not be to satisfaction or done incorrectly & it impacts the event enough to be delayed - the following **delay refund** policies will apply.
  2. Should a service or product not be to satisfaction or done incorrectly & it impacts the event enough to be cancelled - the following **cancellation refund** policies will apply.
- The service or product being **delayed** by AV Architect Pro or a 3rd party but not impacting the service enough to be cancelled:
  - A. 30 minutes to 1 hour: **10% refund.**
  - B. 1 hour to 2 hours: **30% refund.**
  - C. 2 hours and above (AV Architect Pro will cancel the service immediately): **100% refund.**
- A service or product being **cancelled** by a **3rd party**:
  1. Should a service from a 3rd party be cancelled that does not impact the event enough to be cancelled - only the amount paid for the cancelled 3rd party service will be refunded.
  2. Should a service from a 3rd party be cancelled that impacts the event enough to be cancelled - a full refund of the entire service in relation to the event will be issued.
- A service or product being **cancelled** by **AV Architect Pro**:
  1. Should a service from AV Architect Pro party be cancelled that does not impact the event enough to be cancelled - only the amount paid for the cancelled AV Architect Pro service will be refunded.
  2. Should a service from AV Architect Pro party be cancelled that impacts the event enough to be cancelled - a full refund of the entire service in relation to the event will be issued.

Refunds will be made to the initial bank account used to purchase the service/s or product/s within 3-5 working days.

**Additional charges: *There are two booking restriction times: Start time and end time.***

For bookings that start before 7am or end after 11.30pm: £50 charge for each booking restriction met.

**Contractual changes:**

Should any changes be made in writing, in a legal document, that allow any changes in this document - by law - the terms and conditions of this document will be altered to adhere to the new contracts terms, conditions and clauses in any relevant way.

Any changes to the terms and conditions after the customer has purchased any AVAP service or product of any kind will not be used to govern the terms and conditions of the service or product purchased and the initial terms and conditions at the time of purchase will legally govern the AVAP product or service purchased.

**Governing law:**

This agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with English law. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with these terms and conditions.

**Contact us:**

Should any claim arising from our products or service exist - please contact us immediately: **[techs@avarchitectpro.com](mailto:techs@avarchitectpro.com)**