



Loh Humm Audio Company Limited

Terms and Conditions of Business

1.0 Definitions

- 1.1 In these Terms unless the context otherwise requires:
- 1.2 **We/Us/Our** or **Company** means Loh Humm Audio Company Limited.
- 1.3 **You/Your** means the person or company to whom We are supplying Products or Services.
- 1.4 **Contract** means the contract for the Provision of Services, Rental of Equipment or the Sale of Products.
- 1.5 **Goods** means items sold to You
- 1.6 **Equipment** means items rented to You or all hire equipment used by the Company in the provision of the Services except equipment provided by the You.
- 1.7 **Services** means the services supplied to the You.
- 1.8 **Production** means the show or event named in the Contract or as detailed on the purchase order or invoice.
- 1.9 **Site** means the location where the Services are to be provided.

2.0 CONDITIONS

- 2.1 These Terms and Conditions shall apply to all contracts for the Equipment or Services supplied by Us to You and shall prevail over any other documentation or communication from You.
- 2.2 Acceptance of delivery of the Equipment or Services shall be deemed conclusive evidence of the Your acceptance of these Terms and Conditions.
- 2.3 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed by Us in writing.

3.0 ORDERING

- 3.1 You acknowledge that You do not rely on any advice or recommendations made on behalf of or by Us concerning the Equipment or Services, their quality, performance, fitness for use or purpose, or functionality unless confirmed by Us in writing.
- 3.2 No order submitted by You shall be deemed accepted until the earlier of issue of Order Acknowledgement or Invoice by Us, or delivery of Goods or Equipment, or provision of Services, or any other act of acceptance on Our part.
- 3.3 Once accepted by Us the order may not be cancelled by You except with Our written consent on terms that You indemnify Us in full against all loss (including loss of profit,) costs and expenses incurred as a result of the cancellation.
- 3.4 Goods and/or Equipment and/or Services to be provided by Us shall be as described or referred to in the Our quotation or Delivery Note or Invoice and You shall be responsible for ensuring the accuracy or adequacy thereof. Services are subject to change without notice to comply with safety or statutory requirements.
- 3.5 We reserve the right at any time to substitute the quoted Equipment for an equivalent product or to withdraw any Equipment or Service. We shall not be liable to anyone for substituting or withdrawing any Equipment or Service from hire or sale or for refusing to process an order.

4.0 PRICE AND PAYMENT

- 4.1 Price of Goods and/or Equipment and/or Services shall be as set out in Our quotation or Order Acknowledgement or Invoice. We reserves right, by notice to You at any time before commencement of Services or supply of Goods and/or Equipment, to increase the price to reflect any increase in cost due to any factor beyond control of the Us or delay caused by You.
- 4.2 You shall pay the cost of Goods and/or Equipment and/or Services and delivery and any VAT thereon without deduction in full before despatch unless You have an approved credit account. Approved account customers must pay within 30 days of date of invoice, notwithstanding that performance of Services may not have been completed.
- 4.3 If You fail to pay any sum on due date then without prejudice to any other right or remedy, We may cancel the Contract, suspend provision of Services, remove equipment or products from site, and/or charge interest on amount unpaid at the rate of 6% above Barclays Bank PLC's base rate from time to time calculated on a daily basis until payment in full.
- 4.4 If You make any voluntary arrangement with Your creditors or have a petition for an administration order presented or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for purposes of amalgamation or reconstruction); or if an encumbrancer takes possession or a receiver is appointed of any property or assets of You; or You cease or threaten to cease to carry on business; or We reasonably apprehend that any of the aforesaid is about to occur in relation to You, then (without prejudice to any other right or remedy) We may by notice cancel or suspend provision of Services without any liability to You, and if any Services have been provided but are unpaid the price shall become immediately due and payable notwithstanding any contrary agreement.

5.0 DELIVERY

- 5.1 Delivery times are estimates only and We shall not be responsible for any delays howsoever caused.
- 5.2 We endeavour to ensure that the Equipment is sound and in good order and condition at the time of delivery to or collection by You. The Equipment shall be examined and checked by You before being taken into use and if found to be defective or deficient will be replaced or defects or deficiencies remedied by Us without additional charge but in no circumstances shall We be liable for any loss or damage of whatever kind however caused arising out of or in connection with the use of or the inability to use the Equipment.
- 5.4 You will notify Us in writing of any defects whatsoever of the equipment, or subsequent failure of the equipment, and We undertake to You to repair or replace the equipment within 48 working (not including weekends and statutory holidays) hours of such written notification.
- 5.5 If no such written notice is received by Us, and or We rectify the faults within the time period aforesaid then We shall not be liable to You for any breach of contract negligent or tortuous act or omission and the contract price shall not be amended or apportioned.

6.0 RENTAL EQUIPMENT USE

- 6.1 You shall use the equipment for the live reproduction of the named production only. Any further use of the equipment for additional productions or recordings shall be subject to additional rental cost at normal rental rates.
- 6.2 You shall use or cause to be used the Equipment in a skillful and proper manner and shall at Your own expense keep it in good and substantial repair and condition (save for fair wear and tear) and further shall take all precautions necessary to ensure its safety and security. You will not open the outer case (if any) of the Equipment or of any item or part thereof nor interfere in any way with the Equipment of the mechanism thereof or any nameplates or signs or serial numbers thereon and will not expose the Equipment to the elements and will keep the Equipment protected in all respects. Unless the same shall be been caused by the willful default or willful misconduct of the Technicians any loss of or damage to the Equipment including loss or damage caused by non-familiarisation of misuse of the same is Your sole responsibility and will be charged with the cost of repair or full replacement value of the Equipment as the case may be.
- 6.3 You must not repair or attempt to repair or request a third party to repair or attempt to repair the Equipment.
- 6.4 Without the previous consent of Us, Equipment must not be used on any abnormal or hazardous assignment or taken out of the United Kingdom unless otherwise agreed by Us prior to the commencement of the hire. You shall be solely responsible for obtaining all customs clearances licenses and permits as shall be necessary to take the Equipment out of the United Kingdom. If any Equipment taken out of the United Kingdom is lost or is damaged or breaks down and We agrees to replace the same Our liability shall only extend to delivery of any replacement at an address in the United Kingdom

- 6.5 You will grant to Us access to the site at all times as We may reasonably require to discharge Our obligations.
- 6.6 You will make available at the site such facilities as We may reasonably require.
- 6.7 You will procure any licences that may be required to operate and radio equipment.
- 6.8 You will take all reasonable precautions in each case while on site to protect the health and safety of Our employees agents and subcontractors and to safeguard the equipment from theft vandalism or without limitation any other foreseeable risk.

7.0 SALE OF GOODS

- 7.1 You will inspect the Goods immediately upon receipt and shall notify Us within two working days of delivery if the Goods are damaged or do not comply with any of the Contract. If You fail to do so You shall be deemed to have accepted the Goods.
- 7.2 You shall notify the Us for non-delivery of Goods within two working days of receipt of Invoice. If You fail to do so You shall be deemed to have received the Goods.
- 7.3 Where a claim of defect or damage is made the Goods shall be returned by You to Us. You shall only be entitled to replacement Goods if the Goods are in fact defective.
- 7.4 Goods must be returned by You at the Your expense and should be adequately insured during the return journey.
- 7.5 Goods to be returned must clearly show the order number obtained from Us on the package.
- 7.6 Where returned Goods are found to be damaged due to Your fault, You will be liable for the cost of remedying such damage.
- 7.7 Where Goods have been incorrectly ordered by You, these cannot be returned to Us without written confirmation, and must be in pristine condition in their original unmarked packaging. We reserve the right to charge a restocking fee of not less than 15% of the invoice value for Goods so returned.

8.0 LIMITATION OF LIABILITY

- 8.1 Except in the case of death or personal injury (where liability shall be unlimited) We shall have no liability unless You give Us reasonable details in writing of Your claim within seven days of the occurrence of the matter giving rise to the claim and then subject to the remaining provisions of this clause Our liability shall be limited to the contract price.
- 8.2 If a number of events of default by Us give rise to substantially the same loss You shall not be entitled to claim more than its actual loss.
- 8.3 We shall not be liable for any delay or failure to perform any of Our obligations if the delay or failure results from events or circumstances outside Our reasonable control including, but not limited to, acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply.
- 8.4 In the case of loss or damage to the Equipment You undertake to pay to Us without deduction the cost of repair or replacement of the Equipment. In the case of loss or uneconomic repair then the price of the Equipment shall be the manufacturer's RRP as published in the manufacturer's price list. In the case of repair then the price shall be the repair cost that We in our sole discretion decide is appropriate.
- 8.5 In the case of loss or damage to the equipment You agree to be liable to Us for on going hire charges for the equipment until payment in full is made to Us notwithstanding that We may have already sent You an invoice for the cost of repair or replacement, and that the ongoing hire charges shall remain due and payable by You despite any unresolved dispute between You and Us relating to the equipment or hire contract in question.
- 8.6 Where You make or are going to make a claim upon Your insurance then You agree to pay to Us the hire charges, and or the replacement and repair costs as set out in clauses 8.4 and 8.5, shall not be delayed beyond normal terms due to Your inability to be recompensed by your insurances.
- 8.7 If Your insurances do not pay the full amount claimed by Us then You shall have no right to reduce the amount paid to Us, and the full sum shall remain payable and due.
- 8.8 We shall not be liable for loss of profits, business, revenue, goodwill or anticipated saving whether sustained

by You or any other person.

9.0 INSURANCE

- 9.1 Goods and/or Equipment shall be at the Your risk at all times from time of collection from Our premises, until return by You to Our premises. If delivery and/or collection is to be made by Us or Our servants or agents then risk still remains Yours until return to Our premises notwithstanding that collection by Us may be later than requested by You and during any such periods You shall indemnify Us against all loss and damage (including consequential loss) We may incur.
- 9.2 You shall during the hire period keep the equipment insured for its full replacement value with a reputable insurance company against loss or damage from all risks (including third party risks).
- 9.3 All Equipment rented to You by Us is hired in accordance with these Terms and subject thereto You shall acquire no right title interest or property in nor exercise any lien over the equipment.
- 9.4 We shall use Our reasonable endeavours to provide the Equipment and/or Services in all material respects in accordance with the Contract (but subject thereto in such manner as We think fit) exercising all reasonable care and skill. Providing always that We shall not in any circumstances be liable for the equipment failing to operate correctly due to external interference or any other technical failure.
- 9.5 Upon the return of the Hire equipment by You to Us, We shall notify the You of any shortfall or damage to or in the returned equipment. In the case of dispute as to the items returned You accept that the notification given by Us is correct, and that any loss or damage as notified by Us is correct, and You undertake to recompense Us as set out in clause 6.0 hereof.
- 9.6 You accept that the only conclusive proof of return of the Hire Equipment to Us is either a letter from the Us acknowledging return of the equipment, or a Delivery Note/Receipt signed by a member of Our staff and that in the absence of such conclusive proof You shall be deemed not to have returned the equipment to Us.
- 9.7 Any time or other indulgence granted by Us to You shall not affect Our rights under the Agreement.

10.0 WAIVER

- 10.1 No waiver by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

11.0 INDEMNITIES

- 11.1 You shall be solely responsible for and hold Us fully indemnified against all claims, demands, liabilities, losses, damage, proceedings, costs and expenses which may be brought against or incurred by Us as a result of any accident involving the equipment.
- 11.2 You shall be solely responsible for and hold Us fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, cost and expenses which may be brought against or incurred by Us as a result of any breach or default on Your part in the discharge of Your obligations under any contract.

12.0 GENERAL

- 12.1 We reserves the right to terminate a contract forthwith by giving notice in writing.
- 12.2 Any typographical or clerical error or omission in documents issued by Us may be corrected without liability upon Our part.
- 12.3 Any notice shall be in writing and sent to the principal place of business of the party concerned or such other address as notified for the purpose.
- 12.4 If any provision hereof is invalid or unenforceable in any respect, validity and enforceable of the remaining provisions shall be unaffected.
- 12.5 These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.