

## TERMS AND CONDITIONS OF SALE

1. Title to goods supplied does not pass until full payment has been received.
2. Until the goods shall have passed as condition 1 the Customer shall hold the goods as bailee Top Tech Theatre Lighting & Sound Ltd and shall keep them separately stored and identified as the property of Top Tech Theatre Lighting & Sound Ltd.
3. Notwithstanding conditions 1 & 2 the goods shall be at the risk of the Customer alone from the time when they leave the premises of Top Tech Theatre Lighting & Sound Ltd.
4. In the event of an invoice for goods supplied for sale remaining unpaid 14 days after the due date for settlement the goods interest will be charged. The rate of this interest to be 2% per month, calculated on a weekly basis. The Customer shall be liable for all legal or other charges incurred in the recovery of payment or equipment.
5. Top Tech Theatre Lighting & Sound Ltd gives no warranty that goods supplied for sale are fit for the customers purpose or purposes. The Customer warrants that he has satisfied himself that the goods will be fit for every purpose for which he requires them and that he does not rely on any skill or judgement of Top Tech Theatre Lighting & Sound Ltd in that regard.
6. The Customer shall inspect and test the Goods immediately after delivery and shall within 3 days of delivery give notice in writing to Top Tech Theatre Lighting & Sound Ltd of any respect in which he alleges that the Goods are not in accordance with the contract. If the Customer has not given such notice within that time the Goods shall be deemed to be in every respect in accordance with the contract. Top Tech Theatre Lighting & Sound Ltd shall not be liable for any consequential damages arising there from whatsoever.
7. Top Tech Theatre Lighting & Sound Ltd shall be relieved of its obligations under this contract insofar that it is hindered in or prevented from performing them by any circumstances whatever beyond its control.
8. Top Tech Theatre Lighting & Sound Ltd will endeavour to meet any agreed delivery conditions, but cannot accept responsibility for any delay in delivery howsoever caused.
9. All goods are sold subject to the specifications and warranties issued by the manufacturer. Top Tech Theatre Lighting & Sound Ltd responsibilities for the malfunction or failure to meet performance standards of goods shall be limited in accordance with such specifications and warranties. Any liability of Top Tech Theatre Lighting & Sound Ltd shall not exceed the value of the goods so supplied.
10. All quotations are made by Top Tech Theatre Lighting & Sound Ltd without obligation. Top Tech Theatre Lighting & Sound Ltd reserves the right at any time to vary any quotation or part thereof or to refuse acceptance of any order without assigning any reason for such refusal.
11. Where a Customer has Terms and Conditions covering purchasing that conflict with the Terms and Conditions of Top Tech Theatre Lighting & Sound Ltd then the Terms and Conditions of Top Tech Theatre Lighting & Sound Ltd shall take precedence unless specifically agreed in writing by a Director of Top Tech Theatre Lighting & Sound Ltd.
12. All quotations and prices are subject to the addition of Value Added Tax at the rate applicable on the date of invoice.
13. Any failure by Top Tech Theatre Lighting & Sound Ltd to enforce any or all of these conditions shall not be construed as a waiver of any of Top Tech Theatre Lighting & Sound Ltd ' rights hereunder.
14. We reserve the right to change these terms and conditions at any time, and without notice.
15. The terms above and the contract to which this document relates, shall in all respects be construed and operate in accordance with English Law.
16. Credit facilities are only available by prior arrangement.
17. Written orders are required for all purchases.
18. Where no credit facility exists payment may be made by cheque, credit card or bank transfer.
19. Where appropriate a pro-forma invoice will be issued and the goods supplied on receipt of cleared payment.
20. Goods correctly supplied in accordance with buyer's instructions should not be returned without written consent from Top Tech Theatre Lighting & Sound Ltd. In such event full instructions for the return/collection of the goods will be issued. Restocking charges may be incurred.

## TERMS AND CONDITIONS OF HIRE

1. Any contract of hire subsisting between us includes only such apparatus as is specified therein. Whilst every endeavour will be made to supply the apparatus as ordered, we reserve the right to substitute other designs.
2. All apparatus is suitably packed where necessary. Such packing must be used by the hirer when returning the apparatus, otherwise the cost of such packing will be charged to the hirer's account.
3. Our liability in respect of any defect or failure of the apparatus supplied is limited to making good by replacement or repair defects which under proper use conditions appear therein and arise solely from faulty design materials and workmanship. We are not to be held liable for stoppages or any consequential loss or damage arising out of work done or services rendered under any contract of hire.
4. All damage to the equipment shall be reported to the Owners within 24 hours and the cost of repairs shall be payable under the conditions specified in paragraph 3 of the Terms and Conditions of Hire.
5. The hiring period of the equipment shall commence at the time specified in the Agreement Form and shall finish when the equipment is returned to the Owner's premises, except when the owner has agreed to collect the equipment. The equipment must be returned (or made available for collection) at the time and date specified in the Agreement Form, unless in the meantime the Owners have agreed to an extension. Extensions of hire must be notified to the Owner at least 24 hours before the end of the original hire period.
6. The equipment shall be the responsibility of the Hirer at all times when in the hirer's possession, and in the event of loss of goods or any item thereof from whatsoever cause or reason, shall immediately pay to the owner the full costs of replacement, details of which are held by the owner.
7. Payment for hire shall be made within thirty days of invoice unless the Hirer chooses to accept any discount offered for alternative payment terms in which case all moneys due must be in our possession before the last day of the period to which the discount refers. Late payment shall incur immediate loss of discount which may be invoiced separately for immediate payment. All payments must be made in £ sterling.
8. The Hirer, during the continuance of the hiring, will not sell or offer for sale, assign, mortgage, pledge, underlet, lend or deal with the equipment or any part thereof in a manner prejudicial to the Owner's rights, but will keep the equipment in its possession and will not remove the same or any part or parts thereof from the place where the equipment is for the time being, without the previous consent of the Owner and will duly and punctually pay all rents, rates, taxes, charges and impositions payable in respect thereof within 30 days and will protect the same against distress, execution or seizure and will indemnify the Owner against all losses, costs, damages and expenses incurred by it by reason or in respect thereof.
9. The hirer shall keep the equipment insured against fire, loss, damage or risk from whatever cause arising in the full replacement value thereof and will be permit the Owner at all reasonable times to have access to the equipment and to inspect the state and conditions thereof.
10. No responsibility shall be accepted by the Owner for any equipment not belonging to the Owner and the hirer will indemnify the Owner against damage to equipment supplied by the Owner as a result of malfunction or non-function of any equipment or installations not belonging to the owner.
11. If the Hirer shall make default in punctual payment of the sums to be paid by it for the hire of the equipment or shall fail to observe or perform the terms and conditions of the agreement on its part to be observed and performed or if the Hirer shall do or cause to be done or permit or suffer any act or thing whereby the Owner's rights in the equipment may be prejudiced or put in jeopardy, this agreement shall forthwith determine (without any notice or other act on the part of the Owner and notwithstanding that the same or like nature) and it shall thereupon be lawful for the Owner to retake possession of the equipment and or that purpose enter into or upon any premises where the same may be and the determination of the Hiring under this clause shall not effect the right of the Owner to recover from the Hirer any moneys due to the Owner under this agreement or damages for breach thereof.

12. The hirer shall in no circumstances remove the equipment from the United Kingdom without obtaining the consent of the Owner in writing specifying the country to which the equipment is to be removed and in such event the Hirer shall pay all additional insurance in respect of such removal of the equipment and shall indemnify the Owner against all customs duties, taxes and other pecuniary levies either as a result of removal of the equipment from the United Kingdom or for the return of the equipment, and shall pay to the Owner, if required, 10% of the value of the equipment supplied by way of a deposit, such sum to be returned to the Hirer at the termination of hiring by Owner after deduction of any monies due by the Hirer to the Owner under this agreement.
13. If the equipment shall be injured or destroyed by fire, all moneys received or receivable in respect of such insurance as aforesaid shall forthwith be received by the owner who shall, as the case may require, apply such monies either in making good the damage done or in replacing the equipment by other articles of similar description and quality and such substitute articles shall become subject to the provisions of this agreement in the same manner as the articles for which they shall have been substituted.
14. The equipment shall be deemed to be in good condition at the beginning of the hire period unless any damage shall have been noted on the delivery note.
15. Any waiver or other indulgence granted by the Owner shall not affect the strict rights of the Owner under these terms.
16. Responsibility for shipping, preparation of the relevant carnet and customs documents and lodging of any bonds shall be entirely that of the Hirer.
17. The Hirer shall be responsible for the application and provision of licences for all radio equipment.
18. The Hirer shall pay for batteries required, including radio microphone batteries.
19. The Hirer shall give such proof of his/her identity as the Owner shall reasonably require.
20. The term of this contract shall not in any way prejudice any further negotiations about a subsequent purchase of the equipment supplied.
21. The terms of this contract shall include any riders attached hereto.
22. We reserve the right to alter prices without prior notice, and cannot guarantee the hire price quoted in this publication.
23. We cannot be held responsible for any errors what so ever.

#### No Warranties and Limitation of Liability

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