

Lowering The Tone – Terms & Conditions – Technical Services

Our Contracts

1. Contract agreements are made on an agreed date between us and an individual hirer with address stated on the contract (proof of ID or address may be required).
2. Contracts contain a full schedule of our involvement, including arrival time, sound check time, set time(s), refreshment/meal breaks (if agreed), and finish times.
3. Contracts will contain a payment schedule including dates for payment of deposits (if agreed) and completion of payment balances (see payment terms). They will also contain the payment method details.
4. Contracts will contain an inventory of the equipment hired by you from us, including a full list of the replacement cost of each item.

Payment Terms

5. When a booking is confirmed you may be required to pay a non-refundable booking deposit (usually 20% of the total fee) to retain the booked date(s). Payment for the deposit can be by cash or cheque, but must be made within 3 days to retain the booked date. When we have confirmed the booking with you either by verbal agreement or by e-mail you are legally obliged to fulfil the contract and payment will be required. Cancellation must be made 21 days prior to the agreed hire date; if you decide to cancel with less than 21 days until the agreed hire date then refund or cancellation is at our discretion.
6. We reserve the right to not supply any equipment until the booking has been fully paid for if we reasonably believe that full payment will not be made.
7. For unattended equipment hire we may require photographic ID (driving licence/passport) and proof of name & address with a recent utility bill of the person who is responsible for the hire.
8. A deposit may be required for unattended hire of up to 20% of the value of the equipment hired. This will be refunded on return of the equipment in the same condition as it was hired.

General Terms

9. You (The Hirer) must be over 16 to make a booking.
10. If upon arrival at the site/venue we are unhappy with any aspect of the venue or it is deemed to be unsafe then we reserve the right not to rig our equipment and you (The Hirer) will lose your booking deposit. You (The Hirer) may also incur travel expenses and be liable for the full fee for the Engagement.
11. It is your responsibility (The Hirer) to ensure the site/venue is fit for purpose. We can do this for you but there may be a small charge to cover time and travel costs. This includes adequate cover for outside events – we can supply cover but this will be at additional costs.
12. We are NOT responsible for the security of our equipment at the engagement; it is your responsibility (The Hirer) to ensure adequate security is provided.
13. By hiring our equipment, you assume full responsibility for it over the period of hire. If any equipment is lost, damaged or returned in less than full working order, then you will be charged for the replacement/repair costs stated in the contract. You will also be charged for any costs involved with loss of business and until the equipment is replaced you will be liable for hire costs that we may incur to keep our business running.
14. You agree to indemnify us at all times in respect of all claims by any person in relation to any injury, loss, claim or expense arising out of or in connection with the use of the equipment.
15. If any of the terms and conditions of our contract are broken we reserve the right to terminate the contract immediately and repossess any equipment hired; you further agree and authorise us to enter any property where we reasonably believe our equipment may be located.

Running Late

16. It is expected that our involvement will run to time within 30 minutes of the schedule stated on the contract.
17. We reserve the right to modify our involvement to bring the event back on schedule if it is running late.
18. If through your event running in excess of 30 minutes late, you require our involvement to be extended past the agreed scheduled times, extra time will be charged at 30 pounds per technician per half hour ending before midnight, and 40 pounds per technician per half hour ending after midnight. Such an extension will only be granted if agreed to by all the affected parties.

Cancellation

19. Cancellation by either party will be notified to the other party in writing, with receipt confirmed by the other party. In the event of cancellation by the Hirer for whatever reason, the deposit shall be non-refundable. If cancellation takes place less than 30 days before the agreed engagement date, then the full balance of the agreed fee will be payable on the date the engagement was due to take place.

On Stage Behaviour

20. You must NOT bang or tap any microphones we have supplied or that are connected to our equipment
21. You must NOT swing by the cable any microphones we have supplied or that are connected to our equipment
22. You must NOT place any containers with liquids on ANY of our stage equipment.
23. You must NOT attempt to climb on speakers or any of our other stage equipment.
24. As the hirer of our services it is your responsibility to ensure that sufficient crowd control and security measures are taken to prevent damage to our equipment – you (The Hirer) WILL be liable for any damage caused to our equipment by any band member(s) that are not our own, or general public on the booked date and will be charged for the replacement/repair costs of damaged items.

What We Do

25. We will ensure that our equipment is in full working order for the engagement.
26. We will ensure that all of our equipment is fully PAT tested and complies with electrical regulations.

27. If we fail to meet these conditions then we may at our discretion seek an alternative company to fulfil your requirements. If an alternative cannot be found then we may at our discretion or give a partial or full refund dependent on the circumstances. In the event that we are held liable for losses which you have incurred arising out of or in connection with the hire of the equipment or our failure to provide the contracted service, our liability to you shall be limited to a sum no greater than the amount paid by you for the Equipment hired.

What We Will Not Do

28. We will NOT accept liability for any equipment directly or indirectly connected to ours that has not been PAT tested and does not comply with electrical safety regulations. We can have your equipment tested on your behalf but you (The Hirer) will be liable for all associated costs.

29. We reserve the right to refuse to connect your equipment to our own if we deem it unsafe.

Live Recordings

30. We will require a copy of any audio or video recording made using our equipment.

Photography

31. We reserve the right to photograph any event that we supply equipment or services to for our own publicity and promotional purposes.