

TERMS AND CONDITIONS OF HIRE

For the purposes of this document, the Customer shall be used to refer to any company, partnership or individual who has entered into any hire agreement with Leap Audio Ltd, which might be defined as a contract under the terms of English law.

All equipment hired remains the property of Leap Audio at all times.

The acceptances of these terms are implicit upon receipt by the customer of goods and/or services from Leap Audio. Receipt includes arrival of equipment and/or staff on an event site, whether the customer is present or not.

Hire charges are based on the period of the contract, irrespective of whether or not the equipment is in use. The hire period begins upon receipt of the equipment by the Customer, and ceases upon return of the equipment to Leap Audio.

Equipment is not regarded as returned to Leap Audio until it is checked and inspected by an authorised member of Leap Audio's staff and formal receipt issued on behalf of Leap Audio.

Equipment hired will be entirely at the Customers risk during the hire period and the Customers will be responsible for any loss or damage however it may occur.

The Customer undertakes responsibility for insuring equipment against all risks to the full replacement value of the equipment.

The Customer is also responsible for ensuring that Leap Audio's equipment shall not be used for any purposes beyond its capacity or any manner likely to result in undue deterioration of the equipment.

Any loss or damage to the equipment is to be reimbursed to Leap Audio by the Customer, to the full replacement value thereof.

The Customer will be responsible for ensuring that any relevant regulations or statutory provisions governing, or relating to, the uses of the hired equipment are complied with during the hire period. Leap Audio in no way assumes liability for the consequences of any noncompliance with such regulations, rules or statutory provisions. Equipment will be supplied to the Customer in normal working order and Leap Audio's liability for any defect or failure of the equipment hired is limited to rectifying any defect or failure that has arisen from normal usage only.

Leap Audio cannot be responsible for any injuries to the personnel or damage to the property consequential to and arising from any improper use of the equipment by the customer or by any other person, whether or not authorised by the customer, during the hire period.

Where the customer has erected equipment or modified a structure supplied by Leap Audio, Leap Audio will not be responsible for injuries to personnel or damage to property consequential to, or arising from this structure.

Hired equipment must not be altered by the customer or modified in any way. In particular, cables must not be cut and plugs and sockets must not be rewired by the customer. Any equipment found to have been modified in any way altered and any cables or components found to have been damaged by cutting or attempts at modification will be charged at replacement price upon return.

Leap Audio must be notified of any damage to, failure of, or defect in any hired equipment within 24 hours of its occurrence, and the same must be confirmed in writing within a three day period of the initial notification. In the absence of such notification, the customer will be charged with the full cost of repair or replacement of the affected equipment.

The customer will be responsible for advising Leap Audio, in advance, of the intended location of use for all hired equipment during the hire period. Immediate notification must be provided of any changes in such location, and confirmed in writing within a three day period of the initial notification.

No equipment hired from Leap Audio may be taken outside the mainland of Great Britain, either for any offshore island or to any foreign country without the prior written consent of Leap Audio.

Verbal or written notice of any changes in dates or locations must be received prior to 14 days before the event.

It is an express condition of the hire that Leap Audio shall not offer for the hire to any third party or parties any equipment which is the property of Leap Audio, without prior written consent of Leap Audio.

If the Customer whilst operating as a limited company defaults for any reason in not honoring its debt to the Company or is put into receivership or liquidation or is amalgamated with another company, the Directors of the Limited Company, or whoever who has signed on their behalf, hereby agree to irrevocably guarantee any outstanding debt.

If the agreed hire charges are not paid on the due date then Leap Audio will reserve the right to repossess the hired items and will not be liable for any damage or loss which may be suffered by the customer as a consequence of such repossession. Additionally, legal proceedings may be started to reclaim any and all moneys owed, as well as compensation for potential lost earnings during the period of non-payment.

In the event of the equipment or personal ordered not being available through circumstances beyond the control of Leap Audio, Leap Audio reserves the right to substitute equipment or personal of similar quality for all or part of the hire.

No information or data contained in any of Leap Audio catalogues or price lists shall be deemed to constitute any part of a contract of hire, and such information is intended for the purpose of general description only.

Before issuing any equipment for hire, Leap Audio may require a deposit from the customer which may be any sum up to the full replacement cost of the equipment hired. Similarly Leap Audio may, at its discretion require payment of the full hire charge in advance.

If the Customer cancels a contract (by verbal or written agreement) within 14 days of the said contract, Leap Audio reserves the right to charge an administration/loss of earnings fee of up to and including the value of the full balance due.

Interest charges and compensation will be in accordance with the Late Payment of Commercial Debts Regulations 1998 or revised regulations.

Additional:

All company workers remain under employment of Leap Audio Ltd.
Job roles and duties shall always be defined by the company, and the tasks required are adequately completed.

Working hours and employee schedule breaks shall always be defined only by Leap Audio.

Any contracted work will state clear end date and contracted only for specific named projects/tasks.
The customer does not have the right to change any of company's workers task outside of their skill set and engagement undertaken.

If a performance is late starting, runs over the arranged times we were originally booked for or specifically due to circumstances regarding the performers (DJ/Bands etc.) non-arrival or any situation out of our control. additional charges may be applied. However, If the performance is delayed for any reasons due to or as a result of our actions, no additional charges will be applied.

The customer is to supply food (2 meals per day) for Crew listed in quotations - a full day-by-day breakdown will be given upon receipt of Site Build Schedule. A Per-Diems buyout at £20 per day is also available.

The customer will provide Leap Audio employees a safe secure area for rest breaks, where necessary.

Insurance to cover all equipment brought onto site is to be supplied by the client which must cover all risks (loss and damage) for the duration of the equipment being on site.

Electrical:

The customer must provide Leap Audio with a safe and appropriate power supplies (415 volt, 3 phase, 63 amp or 32amp and/or 240 volt, single phase, 32 amp, 16 amp or 13 amp) to be made accessible for use within 25 metres of the working area of all audio and/or lighting equipment.

Where portable generators are used, these must be regulated, adequately grounded and fully tested and functioning with no faults before connection to any Leap Audio equipment.

Any Damage to Leap Audio's equipment or delay to the event caused will be compensated in full by the customer.

If the customer cannot provide a suitable power source, we will supply our own power source at extra cost to the client if notified in advance.

All electrical equipment and the working area supplied by the Customer to the Leap Audio must comply with Health and Safety Executive regulations and standards e.g. PAT certificates MUST be produced on request by Leap Audio.

All equipment that we supply is fully PAT tested, operational and in good condition. It is well-maintained and of professional standard. Leap Audio's technicians carry spare fuses and basic repair tools. Catastrophic equipment failure is unusual and unlikely. However, we cannot accept liability for any direct or consequential losses arising from equipment failure.

Health & Safety:

Live sound/music events can be loud and can damage the listeners hearing. It is the responsibility of the event organiser to make the people attending the event aware of this. All precautions are made by Leap Audio to keep the sound levels within reasonable limits. It is of no responsibility of the company to supply ear protection in any form.

If the event is outdoors, performances may be temporarily or permanently suspended during storms (electrical or rain etc.) to prevent damage to equipment and for the safety of personnel.

In the event of circumstances deemed by the company to present a threat or implied threat of injury or possible death to the sound engineers, technicians (Leap Audio representatives) musicians or damage to any equipment (audio, lighting, instruments, etc.) belonging Leap Audio, we reserve the right to cease the performance until the situation is resolved. If problems persist, Leap Audio may cease any performance and the customer shall be responsible for payment in full, regardless of whether the situation is resolved or whether the company resumes the Performance.

Security:

The customer agrees to maintain adequate security in the working, access and storage areas so as to protect the property and equipment of the company from theft, vandalism or other damage at all times over the hire period.

Access

Any information regarding accessibility to the venue e.g. doorways, ramps, steps, lifts, low weight bridges etc would be very useful before we arrive. We will require access to the room or venue, a minimum of up to 4 hours prior to the event starting unless other arrangements made. This will allows us to set up, sound check our system and allow for any complications to be overcome. This is additional to time required for sound checking of musicians/bands.

The customer will provide access to areas required by Leap Audio to fulfill contracted job, within reason.

The contract contains the entire agreement between Leap Audio and the customer and there are no other terms, promises or conditions in any other agreement whether written or oral