

Hire Terms and Conditions

You (The Client) are entering into an agreement with Silent Conference (SC). These are our terms and conditions of service that you are agreeing to by using our services. They set out what you can expect from Silent Conference, and what is expected from you.

Booking

01. Booking with Silent Conference constitutes an offer to purchase their services in accordance with these conditions. The Client shall ensure that the terms, dates and quantities in the booking are complete and accurate.

02. For the avoidance of doubt, the Clients standard terms and conditions shall not govern the contract and are excluded from the purchase of Silent Conference services.

03. Contract terms are applicable on receipt of a signed and dated Silent Conference Client Partnership agreement sent via. Email or physically delivered.

Service

04. Silent Conference shall use reasonable endeavours to supply the service on the event dates required.

05. The Silent Conference solution supplied shall be sourced by one of our account managers, in the event of them being unavailable we shall guarantee that a suitably qualified person shall be appointed.

06. SC want your event to be a success, and for you to have a good experience working with us. We undertake to be fair and reasonable, contactable and helpful.

07. Silent Conference reserve the right to make any changes to the service which are necessary to comply with health and safety laws and requirements. SC will always notify The Client if there are any changes.

08. Silent Conference are not liable for any equipment that is not part of the services offered. It is the Clients responsibility to ensure that all other equipment to host their conference is supplied on the dates necessary.

Deposit

09. Upon completion of the Client Partnership Agreement by The Client, a (non-refundable) deposit of 20% of the total sum shall be paid to Silent Conference to secure the booking.

10. If The Client wishes to cancel their booking within 14 days of returning the Client Partnership Agreement to Silent Conference they shall receive a full refund on their deposit.

11. After the 14 day period The Client's deposit is non-refundable if they wish to cancel their event.

Headphone and transmitter numbers

12. The Client shall receive the number of headphones stated in the Client Partnership Agreement, these are always counted and weighed by our quality assurance team before being sent to The Client.

13. It is The Client's responsibility to check their order is correct and contact Silent Conference as soon as possible. In the event of not receiving the amount specified, SC shall do everything within our power to rectify the error and to supply The Client with the amount specified PROVIDING The Client had given suitable notice to SC.

Headphones and transmitters

14. In the case of The Client opting for standard headphones and transmitters they shall be able to access 4 standard channels set to 4 frequencies.

15. Silent Conference are not responsible for any interference received on the standard open radio frequencies. Liability is with The Client and the solution they have agreed to.

Loss or damage:

16. You undertake the agreement to treat the equipment well and return it in the condition provided.

17. You undertake to store the equipment securely, and be responsible for it and the way it is used until collection.

18 i) You are advised to check and count the quantity of equipment prior to collection, and advise us of the number by email. We are not able to engage in disputes about quantities where this step has not been followed. SC's quality check count record shall be the basis of our inventory check. Our decision regarding missing equipment and discrepancies is final unless discrepancies have been reported at least 4 hours before your event.

- ii) The Client ensures the equipment is packaged well and sealed in containers provided prior to the return.

- iii) If any headphones or other equipment are missing or severely damaged (unrepairable), The Client agrees to compensate Silent Conference at the following rates: headphones £35+VAT each; Falcon, Parakeet and Hawk Transmitters £149.99+VAT each; Sennheiser G3 Transmitters £499+VAT each; Charge Packs/Storage Containers £24.99+VAT each.

- iv) In the event of loss or damage (17iii.) Silent Conference will offer a 50% reduction in headphone replacement costs where full settlement is paid within 8 days of the scheduled return/collection date and where the number of missing headphones is fewer than 10 or 10% of total order (the greater quantity applies).
- v) In the event of SC experiencing loss of revenue - where headphones are missing/irreparable and the account is not settled within 8 days (as per 14) an additional hire charge of £5 per item per week or part week will be applied until the account is settled.
- vi) Where headphones are deemed as lost and paid for, but returned more than 30 days after the event no refund will apply in respect of any fees already paid.

Cancellations

The client

19. Terms and Conditions for cancelling your Silent Conference event. i) The Client reserves the right to cancel their Silent Conference order. SC must receive your cancellation as an email or written communication on headed paper.

i) If cancellation is received by Silent Conference within 14 days of receiving the Client Partnership Contract, The Clients full deposit shall be refunded.

ii) If cancellation is received by Silent Conference within 28 days of The Client's event. A cancellation fee of 50% (of the total bill) is required.

iii) If cancellation is received by Silent Conference within 14 days of The Client's event. A cancellation fee of 100% (of the total bill) is required.

On termination of the agreement by The Client for any reason, The Client must pay the cancellation charge within 14 days of SC acknowledgement of cancellation.

Silent Conference

20. Silent Conference reserves the right to cancel the Service (or any part of it) if:

i) The Client breached any of its duties or obligations under the contract;

ii) An administrator is appointed to the The Client in the event of liquidation or receivership of the client;

iii) Silent Conference is not satisfied by The Clients credit status.

iv) In the opinion of SC, the event might prejudice or damage the reputation of Silent Conference.

v) Silent Conference have not received a signed and dated Client Partnership Agreement.

Payment

21. The Client shall be invoiced 20% for the deposit on receipt of this agreement. Silent Conference will cancel any booking if the deposit is not received within 14 days of receiving the deposit invoice.

22. The Client shall then receive the final invoice for the remaining balance (80%). The Client is required to do this 28 days after receiving the final invoice.

23. The Client undertakes to pay all monies due within 28 days of their event.

24. SC undertakes to provide you with the equipment you have booked, in working order (with spares) on the date(s) you have agreed with us.

25. All orders should be thoroughly checked when received, we insist that audio engineers familiarise themselves with the products and set up before the event.

i) SC engineers check and maintain all equipment thoroughly, but in the eventuality that damage occurs in transit or dispatch, you will not be charged for any equipment that doesn't work on arrival. Providing you report this to us immediately, before the start of your event, and clearly mark/ state your affected equipment before returning.

ii) In the event that you do not familiarise yourself with our system and test it before your event please be aware that our scope for assisting you is more limited and we cannot offer a refund in these circumstances.

26. In the event of equipment variation or failure, provided your event can still take place with the equipment supplied this agreement remains intact.

27. SC supplies and hosts many events in a variety of locations; SC is happy to advise you and demonstrate our equipment in advance, such that you may check coverage range, audio connection, interference or any requirements specific to your event. It is the Client's responsibility to ensure that the equipment supplied is suitable for the Client's specific purposes.

28. SC will always do everything reasonably possible to honour your booking. In the unlikely event we have to cancel or vary your booking, howsoever caused, the maximum liability of SC will be the return of any fees paid in lieu of unused equipment.

29. You undertake to be arrange access, and be reasonably contactable and available for delivery and collection. SC can accept no responsibility for your order if you are not available to sign or receive your equipment.

30. You agree to have all equipment ready for collection on the agreed day set out when the order is confirmed. Missed collections are liable to be charged for an additional nights hire of the headphones, as well as the price of a collection.

Loss or damage to equipment

31. You undertake to treat the equipment well and return it in the condition provided.

32. You undertake to store the equipment securely, and be responsible for it and the way it is used until collection.

Collections

33) Collections

- i) It is the customers responsibility to ensure that headphones are collected as agreed and scheduled, even if to be collected from a third party (for example left in venue or exhibition hall).
- ii) An additional day's hire charge will be applied for every day that collection is delayed as a result of missed collection.

34) In the event of a major incident affecting the headphones including, but not limited to: fire, theft and flood, please inform us as soon as possible as this may affect future bookings. You must also inform your insurance company, relevant authorities such as the police, and provide us with this information.

35) SC reserves the right to claim for any other losses resulting from unreasonable loss or damage, or major incidents, including, but not limited to, time and expense, and loss of revenue.

Confirmation

36) The issue of this contract confirms your intention to book, and together with the invoice or quotation provided, outlines the agreement you have made with SC. You are deemed to have accepted it after 7 days, or on delivery of headphones, whichever is sooner.