



# TERMS & CONDITIONS

## Lip Sync Ltd T/A AI Events

**1.1 Lip Sync Ltd T/A AI Events** or any other affiliated businesses are referred to as the "Company."

**1.2** The term "Customer" refers to the individual(s) or organisation to which the Company rents out or sells the equipment in accordance with these terms and conditions.

**1.3** The term "Equipment" refers to all the equipment that the Company provides for use to the Customer as part of the provision of production services, eg., Stage construction components and structure, audio & visual equipment, .

**1.4** The term "Sales Equipment" designates all of the equipment that the Company may have sold to the Customer.

**1.5** "Conditions" refers to the general hiring terms and conditions or sales set out in this document and (unless the context otherwise requires), includes special terms and conditions agreed in writing between the Company and the Customer.

## **2. BASIS OF HIRE** (provision of equipment and/or production services)

**2.1** The Company shall hire out equipment to the Customer in accordance with these terms and conditions. Upon agreement of engagement between the Customer and the Company, the Company will deliver and operate the equipment on the agreed dates and these terms and conditions apply.

**2.2** In the event that the Customer collects the equipment from the Company premises then, the Customer will be required to sign for the equipment and will take sole responsibility for the return of the equipment in the condition in which it was handed over at time of collection.

**2.3** The equipment is hired to the Customer in accordance with the understanding that it is to be operated by the Company staff or appointed contracted Company workers only, (unless expressly agreed in writing in advance), irrespective of whether or not the equipment is used for the full duration of the contract period.

**2.4** Any information or data contained in any of the Company's catalogues or price lists are for information only and do not form part of these conditions. The Customer acknowledges that it has not entered into the contract with the Company in reliance on such catalogues or price lists and accepts that the Company may alter the terms of those catalogues or price lists at any time without giving prior warning.

**2.5** The Customer in hiring the equipment undertakes not to alter or modify the equipment in any way.

**2.6** These Terms & Conditions form the basis of the agreement between the Company and the Customer.

**2.7** Proof of identity will be required if collecting equipment e.g. passport, driving licence etc.

**2.8** The Customer assumes responsibility for the replacement of all or any damaged equipment. Any items replaced must be accompanied by the original item.

**2.9** Every effort will be made to supply the goods ordered, but we reserve the right to substitute similar equipment if necessary. All hired equipment remains the absolute property of the Company. The Customer undertakes to keep and return the equipment in good order and condition. We reserve the right to charge for repair and replacement of any items lost or damaged by the Customer.

**2.10** Connectors **MUST NOT BE REMOVED FROM EQUIPMENT** as adaptors are available at nominal cost. A charge will be made for replacing any missing connector in addition to the cost of the connector, if lost or damaged. Any connector that has been opened will attract an inspection, resealing and testing charge.

**2.11** Cables are supplied neatly coiled and taped and must be returned in a similar fashion. A charge will be made for recoiling and taping if necessary.

**2.12** The Company reserves the right to replace equipment for an alternative of similar or better quality. The Company will endeavour to inform the Customer of the changes as soon as possible.

### **3. BASIS OF SALE**

**3.1** Title of goods does not transfer until full payment is received.

**3.2** The Company shall sell equipment to the Customer in accordance with these terms and conditions. Upon receipt of the Customer's order the Company will release the equipment with an accompanying sales booking that expressly incorporates these terms and conditions confirming the content of the Customer's order.

**3.3** In the event that the Customer collects the equipment from the Company premises then, the Customer will be issued a sales booking in a timely manner.

**3.4** Any information or data contained in any of the Company's catalogues or price lists are for information only and do not form part of these conditions. The Customer acknowledges that it has not entered into the contract with the Company in reliance on such catalogues or price lists and accepts that the Company may alter the terms of those catalogues or price lists at any time without giving prior warning.

**3.5** The Company reserves the right to replace equipment for an alternative of similar or better quality. The Company will endeavour to inform the Customer of the changes as soon as possible.

#### **4. DELIVERY AND INSPECTION**

**4.1** Unless agreed in writing to the contrary, the Company shall make delivery of the equipment to the Customer's premises.

**4.2** All equipment will be delivered by the Company to the Customer.

**4.3** When equipment is delivered by an exterior courier, timed or next day deliveries will not be guaranteed.

**4.4** Time for delivery and arrival of operating staff or crew where agreed prior to booking will be adhered to as far as is practicable and will at all times be in a timely manner so as to execute the Company's service to the Customer in good order as agreed.

## **5. RISK AND PROPERTY**

**5.1** Equipment should be installed and operated by a competent person. WE ACCEPT NO RESPONSIBILITY WHATSOEVER for damage or injury to persons or property whilst the equipment is with the Customer if the Customer or any of their agents has interfered with the equipment in any way.

**5.2** In the case of equipment being delivered to the Customer's premises for periods in excess of the attendance for operation by the Company staff/crew/contracted agents, the risk of damage to or loss of equipment shall be passed to the Customer during such time. It is the responsibility of the Customer to ensure the integrity and safety of the equipment whilst in their possession.

**5.3** In the case of the equipment being collected by the Customer from the Company's premises, risk of damage to or loss of the equipment shall pass to the time of collection. Immediately upon passing in risk to the equipment, the Customer undertakes responsibility for insuring the equipment at full replacement value until such time the equipment is returned to the Company.

**5.4** Notwithstanding delivery and passing of risk of the equipment, or any other provision in these conditions, the property in the equipment shall at all times remain vested in the Company.

## **6. GUARANTEES & LIABILITIES**

**6.1** Subject to terms and conditions set below, the Company guarantees that the equipment will be supplied to the Customer in normal working order, will be free from defects and in material and workmanship.

**6.2** Where defects in the equipment occur under proper usage and are due to faulty design, material or workmanship then, the Company shall as reasonably practicable repair or replace at the option of the Company, free of charge all goods which proved defective during the contract period.

**6.3** The above guarantee is given by the Company subject to the following conditions:

**6.3.1** The Company shall be under no liability in respect of any defect arising from the fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alterations or repair of the equipment without the Company's approval.

**6.3.2** The Company shall be under no liability under the above guarantee (or any other condition or guarantee) if the total contract price has not been paid by the due date.

**6.3.3** The Company shall be under no liability under the above guarantee (or any other condition or guarantee) if the Customer fails to notify the Company within 24 hours of any failure or defects becoming apparent in the equipment or that should reasonably have become apparent.

**6.4** The Customer will be responsible for ensuring that all relevant regulations, rules or statutory provisions governing or relating to the use of the equipment are complied with during the period of the contract and will indemnify the Company against any claims made against the Company in consequence of any non-compliance in any such regulations, rules or statutory provisions, in circumstances where the Customer is operating the equipment.

## **7. INSURANCE**

**7.1** In the event of the Customer hiring equipment without the production services of the Company's engineers/staff or contracted crew, then The Customer shall throughout the hire Period (without prejudice to any liability of the Customer to the Company) take responsibility for insuring the Equipment (including any replacement Equipment provided under clause 6.2), at its own expense. Underwriters against all loss or damage from all risks in an amount equal to the full new replacement value of the Equipment.

**7.2.** The Company shall take responsibility for insuring the Equipment (including any replacement Equipment provided under clause 6.2) when the Company are providing production services in addition to Equipment supply and are present on site for the duration of the event. In the event of Company staff not being present (for example overnight) the Customer will take responsibility for insuring the Equipment at its own expense for this agreed period of time.

**7.3** If the Customer takes out an insurance policy in respect of the Equipment to cover the hire period, it shall notify its insurers that the Equipment is on hire from the Owner and request the insurers to endorse a note of the Company's interest on the policy of insurance naming the Company as loss payee.

**7.4** Where any event or accident occurs which is a risk covered by the Customers insurance, the Customer shall:

**7.4.1** Immediately notify the Company of such event or accident;

**7.4.2** Not compromise any claim without the consent of the Company;

**7.4.3** Indemnify the Company against all loss or damage to the Equipment not recoverable under the policy of insurance.

**7.4.4** Allow the Company to take over the conduct of negotiations (except in relation to claims of the Customer for personal injuries, loss of use of the Vehicle, or loss of or damage to the property of the Customer unconnected with the vehicle); and

**7.4.5** at the expense of the Customer, take such proceedings (in the sole name of the Customer or jointly with the Company) as the Company shall direct, holding all sums recovered, together with any monies received by the Customer under its policy of insurance, on trust for the Company and paying or applying the same as the Company directs and as provided in these conditions.

**7.5** If the Equipment is declared a total loss, the hire of it shall terminate, and the Company at its option shall apply any proceeds of insurance received:

**7.5.1** towards a replacement of equivalent value, which replacement shall be deemed to be included in these conditions for all purposes, and the Customer shall continue to be liable to pay Rentals as if such loss had not taken place; or

**7.5.2** in or towards payment to the Company of the sum necessary to compensate the Company for the loss or profit suffered as a result of the loss of the Equipment.

**7.6** The Customer is liable to pay to the Company any amount deducted by the insurers by way of excess or in respect of damage caused to the Equipment prior to the date of total loss, and (subject to the application of insurance proceeds under sub-clause 7.4.2) shall indemnify the Company accordingly.

## **8. EXPIRATION OF CONTRACT**

**8.1** Upon return of the equipment to the Company, these conditions shall continue to subsist until such time as the Company has been afforded the opportunity to thoroughly inspect the returned equipment.

**8.2** Upon completion of the inspection of the returned equipment, the Company reserves the right to charge the Customer the full value of repairing or if more appropriate, replacing any equipment, fair wear and tear accepted, that is returned otherwise than in accordance with these conditions.

## **9. GEOGRAPHICAL EXTENT OF CONTRACT**

**9.1** It is the duty of the Customer to advise the Company where the hired equipment will be used.

## **10. ASSIGNMENT**

**10.1** These terms and conditions shall not be capable of the assignment or transfer to any other parties.

**10.2** The Company may assign, sub-let, mortgage, charge or otherwise dispose of any of its rights or obligations under this agreement or any of its rights in and to any item of equipment subject to and with the benefit of this agreement to any other person.

## **11. PAYMENT**

**11.1** The Company may, at its absolute discretion, require the Customer to pay the full cost of hiring the equipment in advance of the equipment and/or production costs being issued to the Customer. The due date for the payment for hire of the equipment and/or production costs is noted on the invoice.

**11.2** Our terms of payment for account Customers are strictly as issued on invoice.

**11.3** In the event that payment is not made on the due date then, if the equipment is still in the possession of the Customer, the Company reserves the right to repossess the equipment without incurring any liability for damage or loss that may be suffered by the Customer limited to the full replacement cost of the equipment.

**11.4** All sales equipment remains the property of the Company until paid for in full.

## **12. DEPOSIT**

**12.1** Prior to issuing any equipment for hire, or provision of any production services, the Company may require a deposit from the Customer.

## **13. GENERAL**

**13.1** If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the provisions of the conditions and the remainder of the provision in question shall not be affected thereby. Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

**13.2** The contract shall be governed by the laws of the Republic of Ireland.

## **14. EARLY TERMINATION**

**14.1** If the Customer wishes to terminate the hire of any item of equipment and/or production services before the agreed delivery and/or set up date, it shall give the Company 2 week's notice and pay 20% of the fee agreed. Where the notice is less than 1 week, a fee of 40% is payable, where notice is less than 48 hours notice, a fee of 50% is payable to the Company

**14.2** The termination payment referred to in clause 14.1 will be issued as an invoice and calculated as noted in clause 14.1 above.

**14.3** The Company may terminate the agreement before the engagement of services if the Customer, or their agents, act in such a way that the Company reasonably believes that the Customer is unwilling to meet the obligations under the agreement. Specifically, but not exclusively, it is agreed that either of the following will constitute a failure to meet such obligations;

**14.3.1** The Customer fails to meet any amounts due within 14 days of them becoming due;

**14.3.2** The Customer fails to perform any other obligation under the agreement after receiving reasonable notice that the Company requires such obligation to be fulfilled.

## **15. COPYRIGHT**

**15.1** All intellectual property will remain the property of the Company, this includes but not limited to:

**15.1.1** Website photos, logos and text.

**15.1.2** Social media pages, images and text contained within.

**15.1.3** Marketing images, text and logos.

**15.1.4** Lighting designs, drawings and show files.

**15.2** Permission to use copyrighted material must be given in writing.