

Kudos Roadshow Ltd: Terms & Conditions of Hire, Service and Sale

1. Definitions, Law and General

- 1.1. "Kudos Roadshow Ltd" is the trading name for Kudos AV and Kudos Music
- 1.2. "the Customer" is the person, firm, corporate or public body hiring or purchasing the Equipment. Any person purporting to act on behalf of the Customer shall be bound by the Contract
- 1.3. "Consequential loss" shall mean loss of profits, contracts or other consequential loss or damages whatsoever
- 1.4. "Interest" shall mean interest calculated in accordance with Clause 4.1
- 1.5. "Conditions" means the terms and conditions set out in this document and special terms agreed by Kudos Roadshow Ltd and the Customer in writing
- 1.6. 'Writing' means letter, email and other comparable means of communication
- 1.7. "the Equipment" shall mean goods, components and other items hired or sold by Kudos Roadshow Ltd or any part thereof
- 1.8. The Contract shall be interpreted and applied in accordance with English Law and the parties to this contract agree to submit to the exclusive jurisdiction of the English Courts. These Conditions in their entirety shall be deemed to apply and to be incorporated in any agreement with Kudos Roadshow Ltd, save and only to the extent that any or more may be expressly excluded or varied as agreed in writing by Kudos Roadshow Ltd with the Customer.
- 1.9. All agreements are to be in writing and no employee or agent of Kudos Roadshow Ltd has authority to offer, conclude, vary or otherwise modify any contract otherwise than in writing: any oral statements, representations, offers, counter offers, acceptances, variations or modifications, whether express or implied, made by or on behalf of Kudos Roadshow Ltd are conditional only and subject to written confirmation. These Conditions give notice that any such oral indication is not intended to have legal effect.

2. Hire and Service Terms

2.1. Charges

- 2.1.1. Hire or service charges commence from the date stated in the contract and are payable for the period of hire

2.1.2. Hired Equipment must be returned by 12 noon on the date specified in the Contract in a clean and serviceable condition and the Customer must obtain the supplier's receipt, unless otherwise agreed in writing

2.1.3. Additional hire charges accrue at the full daily hire rate together with consequential loss in the event of the breach of these conditions or the equipment not being available for use by other customers

2.1.4. All hired cables must be returned coiled and taped and in default a charge of £2 per cable will be made

2.1.5. Kudos Roadshow Ltd provides spare lamps and fuses with hired Equipment where appropriate. These and any lamps and fuses they replace must be returned with the Equipment and in default their full replacement cost will be charged

2.1.6. All charges are payable on demand

2.2. Hire and Service Period

2.2.1. The period commences at 1:00pm on the date specified in the Contract and continues for the period specified in the Contract and terminates at 12 noon on the last day of the hiring period, unless otherwise agreed in writing

2.3. Power to Enter this Contract

2.3.1. The signatory to the contract warrants that they are duly authorised on the Customer's behalf to enter into the contract and hereby personally indemnifies Kudos Roadshow Ltd against all losses and costs that may be incurred by Kudos Roadshow Ltd if this is not the case

2.4. Customer's Hire Responsibilities

2.4.1. The Customer's responsibility for the hire Equipment commences on receipt of the Equipment by the Customer or his agent or on delivery and ends when the Customer is in possession of Kudos Roadshow Ltd's unqualified receipt for the return of all the Equipment

2.4.2. The Customer shall not at any time sell dispose or otherwise part with control of the Equipment or attempt to do so

2.4.3. The Signatory to the Contract and the Customer jointly and severally undertake with Kudos Roadshow Ltd that everyone who uses the Equipment has been properly instructed in its safe and proper operation

2.4.4. Any electrical Equipment should be used with plugs and/or sockets as fitted

2.4.5. If other plugs or sockets are to be fitted by the Customer such work shall be carried out by a competent person who shall also reinstate the same to the original condition prior to redelivery

2.4.6. The Customer shall be responsible at all times to arrange a proper supply of electricity for use with the Equipment and ensure that the Equipment shall at all times be properly earthed

2.5. Equipment Maintenance and Reporting

2.5.1. The Customer shall ensure that the hired Equipment remains serviceable and clean during the hire period.

2.5.2. Any breakdown or unsatisfactory working of hired Equipment shall be immediately notified to Kudos Roadshow Ltd

2.5.3. The Customer shall under no circumstances attempt to repair Equipment without prior authorisation from Kudos Roadshow Ltd

2.5.4. Any damaged or unsatisfactory Equipment must be returned to Kudos Roadshow Ltd's premises for examination at the Customer's cost

2.5.5. If the hire or serviced Equipment is involved in any accident resulting in damage to either the Equipment or other property or injury to any person, the Customer shall notify Kudos Roadshow Ltd immediately. The Customer is liable for any damages to the Equipment by the Customer or any other individual within the event space excluding the venue and other contractor personnel specified to Kudos Roadshow Ltd prior to the Event in writing

2.5.6. Equipment must not be removed from any site originally specified by the Customer or from any subsequently authorized site without prior consent of Kudos Roadshow Ltd

2.6. Compatibility of Equipment

2.6.1. The Customer shall ensure that the hire Equipment is compatible and may safely be used with any other Equipment being used by the Customer

2.6.2. The Customer shall be responsible for ensuring that the hire Equipment is suitable for their purposes

2.7. Insurance

2.7.1. The Customer agrees to pay Kudos Roadshow Ltd the full retail cost of any Equipment lost stolen or damage beyond economic repair (without deduction for usage wear tear or age) as stipulated under clause 2.5

2.7.2. The Customer shall insure the goods against the above liability in cases of dry hire

2.7.3. All monies received by the Customer from any insurance company or third party in settlement of any claim shall be held in trust by the Customer and paid to Kudos Roadshow Ltd on demand to the extent that any such payment is due under this clause

2.7.4. The Customer shall not compromise or settle any claim without the express consent of Kudos Roadshow Ltd

2.7.5. In the case of Equipment which is lost stolen or damaged beyond economic repair as per clause 2.5 the Customer shall pay a charge at the full daily rate together with interest and consequential loss until the Equipment is replaced

2.8. Condition of End of Hire and Service Equipment

2.8.1. The Customer is fully responsible for care safe keeping and return in good order of the hired Equipment

2.8.2. The Customer will reimburse all costs incurred by Kudos Roadshow Ltd in rectifying the condition of any Equipment returned damaged or unclean and shall in addition pay a charge at the full daily hire rate together with interest and any consequential loss until rectification

2.9. Termination of Hire and Service

2.9.1. Kudos Roadshow Ltd shall be entitled to terminate the contract with immediate effect and to repossess the Equipment if at any time: -

(a) The Customer is in breach of these terms; or

(b) The Customer shall take any steps or if any act or proceeding is commenced in which the Customer's solvency is in the reasonable view of Kudos Roadshow Ltd in doubt. Such termination shall not affect the right of Kudos Roadshow Ltd to recover from the Customer any monies due under this contract interest consequential loss or damages for breach

2.9.2. The Customer hereby authorises Kudos Roadshow Ltd to enter upon any property upon which Kudos Roadshow Ltd reasonably believe any Equipment to be and Kudos Roadshow Ltd in their absolute discretion may recover and remove the Equipment

2.10. The Customer hereby authorises Kudos Roadshow Ltd (notwithstanding any subsequent instruction to the contrary after the date of the commencement of the Contract) to deduct any sums properly due to Kudos Roadshow Ltd arising under a breach of these terms from any credit card debit card or charge account details of which are in the possession of Kudos Roadshow Ltd

2.11. Kudos does not warrant any third party supplier to undertake production or DJ services without prior agreement or consent.

3. Conditions as to Sale, Service and Hire

3.1. Risk in Title

3.1.1. The risk in hired Equipment shall pass to the Customer immediately on delivery to the Customer at the address shown for delivery on the contract or if the Customer collects on collection Property and title in the Equipment shall remain vested in Kudos Roadshow Ltd and Kudos Roadshow Ltd reserve the right to dispose of the Equipment until such time as the price shall have been paid in full If any part of the payment is overdue or if the Customer is in breach of any of these terms or if the Customer or any third party shall take any steps or any act or proceeding in

which in the reasonable view of Kudos Roadshow Ltd the Customer's solvency is in doubt Kudos Roadshow Ltd may (without prejudice to any of Kudos Roadshow Ltd's other rights) recover or resell the Equipment and may enter upon the Customer's or any third parties property for that purpose.

3.2. Receipt of Hired Equipment

3.2.1. The Customer or any duly authorised person on behalf of the Customer shall receive and unload the Equipment and shall check the same for quantity and condition in the presence of Kudos Roadshow Ltd's carrier

3.2.2. Any shortage of or unsatisfactory Equipment shall be endorsed by the Customer or a duly authorised person on behalf of the Customer on the delivery document and the Customer shall give written confirmation to Kudos Roadshow Ltd within three days of delivery

3.2.3. No claim in respect of shortage of or unsatisfactory condition of the Equipment shall be entertained by Kudos Roadshow Ltd unless condition 3.2.2. is observed

3.2.4. This condition does not affect the statutory rights of the Customer

3.3. Price

3.3.1. The price charged will be the price ruling at the time of delivery. Where this is at variance with the price quoted or inserted in the contract at the time the goods were ordered the Customer will be advised prior to delivery

3.3.2. The prices stated are for guidance purposes only. The customer agrees to pay for labour and material prices in our final invoice, even if this price is higher than initially estimated.

3.4. Payment

3.4.1 The main currency is GBP (£). All other currencies are calculated from the GBP amount at an exchange rate fixed by Kudos Roadshow Ltd. All prices are exclusive of VAT, at a rate which prevails within the UK at the time of contract, unless otherwise specified

3.4.2. Where account facilities have been granted to the Customer in writing all invoices must be paid within 30 days of invoice date

3.4.3. Where no such facilities have been granted, payment will be with order or where previously agreed, upon delivery

3.5. Payment and Interest to interest on the amount that is overdue at National Westminster Bank PLC base rate prevailing for the period for which such monies are overdue together with 4% calculated on a day to day basis compounded with quarterly rests.

3.5.1. The payment of such interest shall be without prejudice to any other rights or remedies of Kudos Roadshow Ltd

3.5.2. Any legal or other charges incurred in the recovery of money or equipment shall be paid by the Customer

3.5.3. Notwithstanding any provision in these terms of business to the contrary the customer shall if required by Kudos Roadshow Ltd pay such sum on account of the hire charges or price for goods and or services as shall be agreed at the time of placing the order

3.6. Liability

3.6.1. Kudos Roadshow Ltd' liability for any defect in the equipment shall be limited to and in no case exceed: -

- (a) any manufacturer's warranty sold with the equipment; or if there shall be none
- (b) replacement or repair of the defective equipment; or
- (c) at Kudos Roadshow Ltd's option a refund of the price

3.6.2. Consequential losses

Nothing in these terms and conditions shall make Kudos Roadshow Ltd liable for any consequential loss to the Customer including any expense liability loss claim or proceeding whatsoever caused by or arising out of the late delivery, non delivery, unsuitability, incompatibility or unlawful repossession of the hired Equipment or any part thereof or any breakdown or stoppage of the same

3.6.3. Kudos Roadshow Ltd has endeavoured to ensure that its equipment is year 2000 compliant however no liability whatsoever can be accepted by us in relation to year 2000 compliance where Third Party equipment is used in conjunction with Kudos Roadshow Ltd equipment and such Equipment directly or indirectly causes a failing of the Kudos Roadshow Ltd equipment.

3.7. Force Majeure

Although Kudos Roadshow Ltd shall use all reasonable endeavours to discharge its obligations under a Contract in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.

3.8. Injury to Persons and Damage to Property

Subject to 4.2. above Kudos Roadshow Ltd shall not be liable for any loss other than that which directly arises from any injury to persons or damage to tangible property where and only to the extent that such injury or damage is caused by any defects in the Equipment and where such defect is caused by the negligence of Kudos Roadshow Ltd

3.9. Rights Reserved

3.9.1. Any failure by Kudos Roadshow Ltd to enforce any or all of these conditions shall not be construed as a waiver of any of Kudos Roadshow Ltd' rights hereunder

3.9.2. If any term in this contract shall be held invalid such invalidation shall not affect the validity of the remaining terms

4.1. Terms of Contract

Kudos Roadshow Ltd is not willing to contract otherwise than on these Conditions. Any Conditions which appear or are referred to on any documents emanating from the Customer are to have no legal effect whatsoever unless specified by Kudos Roadshow Ltd in writing.

4.2. Delivery and Carriage

4.2.1. All times quoted or stated for delivery are approximate only

4.2.2. Hire or service charges or sale prices do not include carriage. Any expenses incurred by Kudos Roadshow Ltd in delivery or recovering equipment or attempting the same will be paid by the Customer

4.2.3. Where carriage charges are quoted by Kudos Roadshow Ltd such charges will include only for the time to load or unload alongside the Kudos Roadshow Ltd's vehicle at the address specified by the Customer. Further time or attendance will be paid for by the Customer

4.3. Cancellations and Returns

4.3.1. Any cancellations of confirmed orders must be expressed in writing providing a reasonable period of notice has been given

4.3.2. The Customer shall be held liable to Kudos Roadshow Ltd for any works carried out for the cancelled project whether for labour or material costs regardless of the reason and also notice period provided

4.4. Copyright

4.4.1. Kudos Roadshow Ltd notifies the Customer that playing or showing copyright material in circumstances where the Customer or anyone authorised by him does not hold the appropriate Licence of the copyright holder he will infringe copyright and may become liable in damages for so doing

4.4.2. The Customer by accepting delivery of sound or visual reproduction equipment warrants that he has or will obtain the appropriate Licence for the said performance playing or showing, prior to using the equipment for the said purpose

For further general information please contact Kudos Roadshow Ltd by emailing us on info@kudosav.com or by writing to Unit 10 Trade City, Cowley Mill Road, Uxbridge, Greater London, UB8 2DB, United Kingdom.