

# TALL AUDIO | SOUND SERVICES

## Tall Audio Terms and Conditions

We hope we're speaking in plain English and that the below is understandable but please do drop us a line if you need any clarification.

### 1. The Basics

1.1 In these Conditions the company, person or firm dealing with Tall Audio Ltd is referred to as the Customer.

1.2 The Customer acknowledges and agrees by placing orders with Tall Audio Ltd that:

(i) This is a business transaction into which both parties are freely entering.

(ii) There are clauses contained in these Conditions which exclude, limit or modify the liability of any Tall Audio Ltd representative and provide a right to indemnity from the Customer in certain circumstances.

1.3 Tall Audio Ltd enters into all agreements with the Customer solely on the terms of these conditions. If there is any issue with any details customers should contact us before work commences and any variation should be agreed in writing between both parties

1.4 Tall Audio shall not be bound by any Conditions of business of the Customer unless such conditions are provided to us directly and then accepted by Tall Audio Ltd in writing, signed either by a director, or approved proxy, before work commences.

### 2. Quotation

2.1 All quotations are made by Tall Audio Ltd without obligation. We quote as accurately as possible and will note any anticipated variable costs to quote such as mileage/food. We may need to add additional charges to invoice that may not have been in initial scope but proved necessary to ensure the quality of the job (i.e. additional kit, extra consumables). Wherever possible we will ensure production are aware of these costs as they arise.

### 3. Bookings/Orders

3.1 Orders may be placed verbally or in writing and at that point become binding. Any cancellations should be confirmed in writing.

3.2 If a PO is required for payment, this will be required to confirm the booking.

3.3 We assume that customers will have full production insurance for any jobs we are being booked onto. If this is not the case it is the customers responsibility to inform Tall Audio Ltd of this at the time of booking.

3.4 Tall Audio Ltd reserves the right to refuse the acceptance of any order without assigning any reason for such refusal.

### 4. Professional Standards

4.1 When providing crew, and in any interactions with us, Tall Audio Ltd will always offer a professional, friendly and courteous service. We assume this will be reciprocated by

our Customers. If you ever feel we are not meeting our own high standards we would welcome your feedback to our Business Manager: [sally@tallaudio.co.uk](mailto:sally@tallaudio.co.uk)

4.2 At Tall Audio Ltd we will always act with honesty and integrity. We will do everything we can to ensure we deliver what has been agreed upon and work with you closely if things change and different solutions are required. Should any advice/instruction/guidance we offer ultimately lead to any loss or damage to the customer Tall Audio Ltd shall not be liable in any way for this.

## **5. Cancellation**

5.1 Tall Audio Ltd reserves the right to make a charge in respect of any costs or expenses already incurred by ourselves, on account of the customer, for any contracts which are subsequently cancelled.

5.2 For any work cancelled with less than 24 hours notice the company reserves the right to charge the full amount of the agreed quote in order to compensate booked crew. Tall Audio also reserves the right to charge 50% of the quote for bookings cancelled at 25 - 48 hours and 25% for booking cancelled at 49-72 hours.

## **6. Hiring Equipment from Tall Audio**

### **General**

6.1 The equipment hire responsibility commences from the time the equipment leaves Tall Audio Ltds premises. The period is terminated at the end of the agreed hire period OR when the equipment is returned there, whichever is the later. The timings will be specified either verbally or in your quote and costings provided accordingly

6.2 Any extensions to the agreed hire period, for whatever reason, should be discussed with a Company Director, either Alex or Paul, at the earliest opportunity

6.3 The company reserves the right to demand compensation from the customer for any loss which Tall Audio Ltd may suffer as a result of variation of any order for the supply of equipment/services or failure to return any hired equipment to the Company's premises at the termination of the agreed hire period, in a state of full and good working order. This will be discussed with the customer and there will be a charge on of any hire in required.

6.4 All equipment on hire shall at all times remain the absolute property of Tall Audio Ltd

### **Damage or loss**

6.5 The hirer is responsible for any loss or damage to kit during the period of the hire. Any charges for repair or replacement will be the responsibility of the hirer.

6.6 Where there is any damage, or loss, to equipment the hire period will be deemed to continue until this is rectified. Tall Audio Ltd reserves the right to continue charging day rate until this point but will be in discussion with customers throughout this period to manage any costs.

6.7 Delivery or collection of equipment is at the Customers risk and expense and the Customer shall be liable for physical loss and damage and delay to the equipment from the time the equipment leaves our premises until it is returned to our premises. This applies whether or not the equipment is being delivered/collected by Tall Audio or by the Customers own arrangements

6.8 For this reason, the hirer must arrange insurance against the risk of loss or damage to Tall Audio Ltd equipment whilst it is in your possession and also whilst in transit to and from your premises. Further details of our requirements can be found in section 'The Customers Insurance'

### **Late Returns**

6.9 The company reserves the right to charge for any Equipment returned late at the single agreed daily rate for each 24 hours (or part thereof)

6.10 The Customer agrees that a representative of Tall Audio Ltd may enter upon any premises upon which hired equipment may be kept or reasonably believed to be kept for the purpose of its recovery at the termination of any hiring period, and where such equipment is on premises not occupied or under the control of the Customer, the Customer undertakes to secure for the Company permission to enter for such purposes and the Customer shall compensate the Company for any costs incurred in repossessing hired equipment.

## **7. Equipment Usage**

7.1 Without the previous consent of the Company, hired equipment must only be used for the purpose it was agreed for when booking. It should not be used on any abnormal or hazardous assignment nor be taken out of the Country of agreed usage.

7.2 Customers must keep hired equipment in their custody and must ensure that it is used in a skilful manner by people who have appropriate qualifications/experience and who are familiar with the type of equipment. Customers must protect hired equipment from the elements and take all reasonable precautions for its safety. Under no circumstances may Customers alter, add to, modify, adapt or misuse equipment hired to them by Tall Audio Ltd or to install thereon or insert therein any accessory equipment or device incompatible with its proper use.

7.3 In no circumstances shall Tall Audio Ltd be liable for transportation charges or for any loss or damage, however caused, arising out of or in connection with the misuse or inability to use equipment supplied.

7.4 When hiring a van, no person other than a person authorised by Tall Audio Ltd may in any circumstances drive the vehicle supplied. Where written permission is given for a Customer to designate a driver, the Customer undertakes to affect the appropriate insurance.

7.5 Whilst the company shall make every effort to assist the customer with technical know how and experience and shall provide general advice and service, Tall Audio Ltd shall not guarantee that the customer will achieve his intended result by the use of hired equipment and other facilities.

7.6 Customers must not sell/loan/part with possession of any hired in equipment. Any attempt to do so would result in immediate termination of the hire, with charge. Similarly, should the client be the subject of any bankruptcy or liquidation proceedings (or becoming insolvent) the hire would be immediately terminated, with charge.

## **8. Condition of Goods**

8.1 All equipment and materials supplied by Tall Audio Ltd shall be examined and checked and subjected to appropriate tests before going out on hire. We encourage the Customer to perform their own checks before taking into use and if found to be

defective or deficient will be replaced or remedied by Tall Audio Ltd without additional charge.

## **9. The Customers Insurance**

- 9.1 **Dry Hire** - Without specific written agreement to the contrary (prior to the commencement of the hire period) the customer shall effect its own insurance on the equipment. The customer shall ensure that the company's interest is noted by insurers and shall notify the company accordingly and give such other details of the policy or policies as the company may require. The customer's policy shall be in terms no less favourable than those provided by the company (full details of which will be supplied on request) and in any event shall provide cover for all loss or damage whatsoever to the equipment including, but not limited to: the full replacement value of the equipment, the full cost of repairing any damage and the continuing hire charges detailed in clause 6.1 above. Particulars of replacement values, repair costs and daily rates for continuing hire will be supplied by Tall Audio Ltd on request as appropriate.
- 9.2 **Production** – Where customers are booking both crew and equipment, as well as the above, Tall Audio Ltd also assume that you have production insurance in place to a sufficient level to cover any liabilities you may incur with regards to our crew. This is a condition of our acceptance of the booking
- 9.3 The customer shall at all times keep Tall Audio Ltd, its directors, employees servants, agents and licensees fully indemnified against all actions, proceedings, expenses, costs, charges, claims and demands whatsoever which may be made or brought against Tall Audio Ltd its employees, servants, agents or licensees by any third party in respect of any alleged injury, loss, damage or expense arising out of or in connection with equipment or services provided by Tall Audio Ltd or for breach of copyright or any other proprietary or other rights of third parties generally resulting from compliance with the customer's instructions, even where such injury loss damage or expense is caused wholly or in part by the negligence or breach of contract of Tall Audio Ltd its directors servants or agents.

## **10. Payment**

- 10.1 Where Purchase Orders are required for payment the Customer must provide PO number before commencement of the job. Failure to do so may result in cancellation of the booking.
- 10.2 Invoices should be paid in full, directly to our bank account, within 14 days of issue
- 10.3 Sums not paid when due may be subject to interest being accrued in accordance with the Late Payment of Commercial Debts (Interest) Act 1998
- 10.4 If an invoice has not been settled within 30 days, Tall Audio Ltd will send 1 reminder email and expect a response to confirm when payment will be made. In the event of no response we then, reserve the right to begin statutory demand proceedings.
- 10.5 In the case of default by the customer in paying any sums due, the Company reserves the right to either withhold any equipment or facilities which are the subject of any contract with the customer and/or cancel any subsequent contract with the customer, without prior notice.
- 10.6 Tall Audio Ltd shall be entitled to terminate the contract without notice in the event of the bankruptcy insolvency or liquidation of the customer (as the case may be) at any time during the contract

## **11. The very legal stuff**

- 11.1 Where in these Conditions the liability of Tall Audio Ltd in respect of any loss or damage is excluded or modified in any way, Tall Audio Ltd does not intend or seek to purport (do anything falsely) to exclude, restrict or modify its liability for the death or personal injury to any person resulting from negligence as stated in section 1 of the Unfair Contract Terms Act 1977 and these conditions shall have effect.
- 11.2 Accordingly, nothing in these Conditions is intended to exclude, restrict or modify liability on the part of Tall Audio Ltd for any breach of the obligations arising from section 12 of the Sale of Goods Act 1893 or section 8 of the Supply of Goods Implied Terms Act 1973 and these conditions shall have effect accordingly.
- 11.3 The Company shall not be liable for any delay or other breach resulting from wars, strikes, lockdown restrictions, non availability of goods materials or labour or owing to any other cause whatever beyond its control.
- 11.4 These Conditions shall be governed by and interpreted according to English Law.
- 11.5 Notwithstanding the terms of any condition contained warranties or representations, whether express or implied and whether statutory or otherwise, Tall Audio Ltd shall not be liable in any way for loss, damage, loss of contracts or of any other consequential loss of any kind suffered by the customer or any third party or any delay, late delivery, defect or deficiency of or relating to any equipment or ancillaries there to, or any delay in any equipment or ancillaries being available, or any failure, error or mistake by technicians or other staff of any nature provided by the Company.
- 11.6 Time is not of the essence of any contract with the Customer and Tall Audio Ltd shall not be liable for any delays in the supply of equipment materials and services by it, or any losses whatsoever due to any such delays howsoever caused.
- 11.7 All equipment and materials entrusted to Tall Audio Ltd and all equipment and materials and services supplied by Tall Audio Ltd are entirely at the Customers risk. Tall Audio Ltd shall not in any circumstances be liable for loss or damage of any kind, howsoever caused, even where such loss or damage shall have been caused or contributed to by the negligence of Tall Audio Ltd except if it is proved to the satisfaction of Tall Audio Ltd that magnetic tape supplied by Tall Audio Ltd to the Customer or entrusted to Tall Audio Ltd by the Customer has been damaged or lost due to the fault of Tall Audio Ltd its directors, servants or agents, Tall Audio Ltd undertakes to replace such magnetic tape by a similar length or unused tape of similar quality without additional charge. Tall Audio Ltd shall in no circumstances be under any other liability whatsoever resulting from or in connection with such damage or loss.
- 11.8 Any advice, instruction, guidance, representation or statement in connection with or in relation to the nature and use and application of any equipment materials or services supplied by Tall Audio Ltd given or made by anyone representing us are supplied to the Customer is given or made only on the condition that Tall Audio Ltd shall in no circumstances be liable for loss or damage of any kind resulting therefrom howsoever caused. No recommendation or nomination by Tall Audio Ltd of any person whose services the Customer engages shall in any circumstances render Tall Audio Ltd, or anyone representing us, liable for any loss or damage of any kind resulting therefrom or connected therewith however caused.