



Tel: 353 1 2953020

E-Mail: [info@sightandsound.ie](mailto:info@sightandsound.ie)

Sight & Sound (Distributors) Ltd.,  
Lioscarran Mews,  
32 Dale Road  
Stillorgan,  
Co. Dublin

## Terms and Conditions of Business

### 1. Definitions-In the Contract, the following terms have the following meanings:

"Contract" means the Contract between the Owner and the Hirer consisting of these Terms, the Quotation and/or the Delivery Docket.

"Delivery Docket" means the document received by the Hirer when the Goods are being delivered to or collected by the Hirer.

"Existing Customer" means a person, firm or company who has traded with the Owner within the previous two years.

"Fees" means those charges as set out in the Quotation comprising both the Hire Charge and the Service Charge.

"Goods" means the goods and equipment being hired by the Hirer from the Owner as specified in the Quotation and/or the Delivery Docket.

"Hirer" means the person, firm or company who hires or agrees to hire Goods from the Owner. The Hirer shall be identified in the Quotation or the Delivery Docket, as the hirer of the Goods.

"Hirer Materials" has the meaning set out in clause 7.4.8.

"Hire Charge" is the sum payable by the Hirer to the Owner for the hire of the Goods for the Period of Hire. Hire charges include delivery charges and cancellation charges, where applicable. Value Added Tax will be payable on the Hire Charge at the applicable rate.

"New Customer" means a person, firm or company who has not traded with the Owner within the previous two years.

"Owner" means Sight&Sound (Distributors) Ltd, hereafter referred to as Sight&Sound, a company registered in Ireland with company number 459043 with its registered office at Lioscarran Mews, 32 Dale Road, Stillorgan, Co. Dublin.

"Period of Hire" means the period commencing on the receipt by or delivery to the Hirer of the Goods ending when the Goods have been returned to or collected by the Owner.

"Quotation" means the quotation for the hire of the Goods, (together with the provision of the Service, where applicable) issued by the Owner and accepted by the Hirer.

"Service" means the provision of the Owner's personnel for the operation and assembly of the Goods at the Site.

"Service Charge" is the sum payable by the Hirer to the Owner for the provision of the Service Value Added Tax will be payable on the Service Charge at the applicable rate.

"Site" means the Hirer's premises or the venue nominated by the Hirer to which the Goods are to be delivered for the Period of Hire.

"Terms" means these terms and conditions of business.



Tel: 353 1 2953020

E-Mail: [info@sightandsound.ie](mailto:info@sightandsound.ie)

Sight & Sound (Distributors) Ltd.,  
Lioscarran Mews,  
32 Dale Road  
Stillorgan,  
Co. Dublin

## **2. Introduction**

**2.1.** The Contract comprises the entire agreement between the parties for the hire of the Goods and the provision of any Service. Any variations to the Contract must be in writing and signed by the duly authorised representatives of both parties.

**2.2.** The Hirer's verbal and/or written acceptance of a Quotation or acceptance of the Goods, in the event that no Quotation is received or accepted by the Hirer, is deemed to be acceptance of the Contract. The date of such acceptance shall be date of the Contract.

**2.3.** Any Quotation issued by the Owner shall incorporate these Terms. The Hire Charge and any Service Charge detailed in the Quotation shall not be binding on both Parties until accepted by or on behalf of the Hirer within 30 days of the date of receiving the Quotation.

**2.4.** Any Delivery Docket issued by the Owner shall incorporate these Terms.

**2.5.** All notices to be given shall be in writing and addressed to the name and address set out in the Quotation or Delivery Docket as applicable. Any notice may be given personally, delivered by post, by fax or by email and will be deemed to have been delivered, if served personally when delivered, if posted 72 hours after posting if by fax on receipt of an error free transmission report and if by email, when received by the communications network of the addressee.

## **3. Payment**

**3.1.** Any Hire Charge not exceeding €500 (including any applicable VAT) must be paid in full and in advance of delivery or collection of the Goods by the Hirer.

**3.2.** All New Customers, located in the Republic of Ireland, must pay the Hire Charge and any Service Charge in advance of delivery or collection of the Goods by the Hirer.

**3.3.** Subject to clause 3.1, all Current Customers located in the Republic of Ireland must pay the Hire Charge and any Service Charge strictly within 30 days from the date of the invoice.

**3.4.** All customers located outside the Republic of Ireland must pay 50% of the Hire Charge and any Service Charge upon booking the Goods and must pay the remaining 50% in advance of receipt of delivery of the Goods or collection of the Goods by the Hirer.

**3.5.** The Hirer will be liable for Interest on late payments of any amount due pursuant to these Terms at a rate of 4% per annum above EURIBOR accruing daily. The Hirer shall indemnify the Owner against costs incurred in collecting late payments from the Hirer.

## **4. Price of Hire**

**4.1.** Hire Charges and Service Charges will be set out in the Quotation and/or the Delivery Docket. Hire Charges and Service Charges are shown in EUROS and are subject to VAT at the current rate.

**4.2.** Hire Charges are for the duration of the Period of Hire, including Saturdays, Sundays, Bank Holidays, Public Holidays and Good Friday.

**4.3.** In the event of cancellation of the Contract (for whatever reason) after the Goods have been dispatched a cancellation charge of 50% of the Hire Charge and any Service Charge (as specified in the Quotation or Delivery Docket, whichever is applicable) will become payable by the Hirer. In the



Tel: 353 1 2953020

E-Mail: [info@sightandsound.ie](mailto:info@sightandsound.ie)

Sight & Sound (Distributors) Ltd.,  
Lioscarran Mews,  
32 Dale Road  
Stillorgan,  
Co. Dublin

event of cancellation of the Contract (for whatever reason) after the Goods have been set up on the Site a cancellation charge of 100% of the Hire Charge and any Service Charge (as specified in the Quotation or Delivery Docket, whichever is applicable) will become payable by the Hirer. For the avoidance of doubt, no Fees will be payable in the event of cancellation of the Contract prior to the dispatch of the Goods.

**4.4.** The agreed Period of Hire shall be set out in the Quotation and/or Delivery Docket. Any extension to the agreed Period of Hire must be authorised by the Owner in writing. Additional charges must be paid for in full.

**4.4.** Delivery charges are payable by the Hirer and will be detailed in the Quotation and/or Delivery Docket. Any other expense incurred by the Owner recovering the Goods will be charged to the Hirer.

**4.5.** It is the Hirer's responsibility to ensure the allocated set-up and de-rig times are confirmed with the venue. Any reduction in access/de-rig times from proposed allocated time in Sight&Sound's quotation will be subject to an increase in technician charges.

**4.6.** Any IT installations, such as Laptops, Printers, Scanners or Network Hubs are an estimated time based on our experience. However, due to unforeseen circumstances, the installation time can increase. This will lead to additional costs on set-up. This can occur due to, but not limited to Hirer's internal computer security settings; room/venue access delays; availability of Hirer's laptops for configuration or Hirer not arriving at the venue on the agreed set-up time.

## **5. Delivery and Inspection**

**5.1.** Unless the Goods are being collected by the Hirer, the Goods will be delivered by the Owner to the Site.

## **6. Hirer's Responsibilities**

**6.1.** The Hirer shall provide such information as the Owner may reasonably require in order for it to perform its obligations as set out in these Terms.

**6.2.** The Hirer agrees to pay the Fees in accordance with these Terms.

**6.3.** In the event that there is a breakdown or the operation of the equipment is not to the Hirer's satisfaction during the Period of Hire, this must be brought to the attention of the Owner immediately. The Hirer shall not carry out or cause to permit to carry out any repair, or alteration unless they have the authorisation of the Owner in writing.

## **7. Owner's Responsibilities**

**7.1.** The Owner shall ensure that the Goods shall:

**7.1.1** Correspond with their description;

**7.1.2** Be fit for purpose;

**7.1.3** Comply with Irish statutory and regulatory requirements where applicable.



Tel: 353 1 2953020

E-Mail: [info@sightandsound.ie](mailto:info@sightandsound.ie)

Sight & Sound (Distributors) Ltd.,  
Lioscarran Mews,  
32 Dale Road  
Stillorgan,  
Co. Dublin

**7.2** The Owner shall ensure that at all times it has and maintains all of the intellectual property to include licenses, permissions, authorisations, and permits that it requires in order to carry out its obligations under the Contract. The Owner shall provide the Services to the Hirer in accordance with the terms of the Contract.

**7.4.** In providing the Services, the Owner shall:

**7.4.1** Co-operate with the Hirer in all matters relating to the Services and comply with all reasonable instructions and requests issued by the Hirer;

**7.4.2** Perform the Services with the best care, skill and diligence and in accordance with best practice in the Owner's industry;

**7.4.3** Use personnel who are suitably skilled and experienced to perform the Services;

**7.4.4** Provide all reasonable equipment, tools and vehicles to facilitate the Services;

**7.4.5** Obtain and maintain all necessary licences and consents and comply with all applicable laws and regulations in relation to the Services;

**7.4.6** Observe all relevant health and safety rules and regulations where appropriate;

**7.4.7** Remove the Goods to the reasonable satisfaction of the Hirer;

**7.4.8** Hold all materials, equipment and tools, drawings, specifications and data supplied by the Hirer (Hirer Materials) in safe custody at its own risk and maintain in good condition and for the avoidance of doubt, all Hirer Materials are and shall remain the exclusive property of the Hirer.

**7.5.** Authorised Signatory -The Hirer hereby warrants to the Owner that the person signing the Quotation or the Delivery Docket (whichever is applicable) has the full authority of the Hirer to enter into a legally binding contract on behalf of the Hirer for the Hire of the Goods pursuant to these Terms.

**7.6** It shall be the Hirer's responsibility to ensure the Owner, its employees, agents, sub-contractors and licensees have lawful access to the Site for the purpose of delivery of the Goods and providing the Service.

## **8. Retention of Title and Risk**

**8.1.** Title to the Goods shall not pass to the Hirer. All the Goods remain the absolute property of the Owner. The Hirer undertakes not to sell, offer to sell, assign, mortgage, charge, pledge, or underlet, lend or otherwise deal with the Goods, nor allow any lien to be created on the Goods.

**8.2** Notwithstanding Clause 8.1 the risk of loss and/or damage to the Goods shall pass to the Hirer from delivery until the Goods have been returned to and or /collected by the Owner. It is the responsibility of the Hirer to insure all the Goods hired for all risks arising during the Period of Hire and the Hirer shall procure that the Owner's interest in the Goods is noted on such policy of insurance.



Tel: 353 1 2953020

E-Mail: [info@sightandsound.ie](mailto:info@sightandsound.ie)

Sight & Sound (Distributors) Ltd.,  
Lioscarran Mews,  
32 Dale Road  
Stillorgan,  
Co. Dublin

## 9. Limits of Liability

**The Hirer's attention is specifically drawn to this Clause and the Hirer acknowledges that the limits contained in this Clause are reasonable having regard to the subject matter, provisions and value of the Contract.**

**9.1.** This clause sets out the entire financial liability of the Owner (its employees, agents or sub-contractors) to the Hirer in respect of any breach of this Contract or any representation, statement or act or omission including negligence arising in connection with the Contract and its performance.

**9.2.** The Hirer acknowledges that the Goods are being hired for its business, trade and "a consumer" within the meaning of that term in the Sale of Goods and Supply of Services Act, 1980 or the European Community (Unfair Terms and Consumer Contracts) Regulations, 1995 (SI No. 27/1995).

**9.3.** Notwithstanding any Term in this Contract, neither party shall be liable to the other party for any indirect, incidental, special or consequential loss or damage of any nature whatsoever (including but not limited to loss of profits, loss of use or business opportunity) and howsoever arising or for any loss or damage arising out of any failure by the Hirer to properly operate the Goods during the Period of Hire.

**9.4.** Either party's total aggregate liability in contract, tort, or otherwise for any and all claims (except in cases of death or personal injury) shall be limited to the Hire Charge and Service Charge as specified in the Quotation or Delivery Docket (whichever is applicable).

**9.5.** The Owner shall keep the Hirer indemnified in full against all costs, expenses, damages and losses incurred or paid by the Hirer as a result of or in connection with any act or omission of the Owner, its employees, agents or subcontractors.

## 10. Force Majeure

The Owner shall not be liable for any breach, non-performance or delay in the performance of the Contract resulting from war, civil commotion, strikes, lock-outs, mechanical or electrical breakdown, floods, storms, acts of God or the public enemy, restrictions or restraints of Governmental Authorities whether national or local or any supervening event or any cause whatsoever beyond the Owner's control (Force Majeure Event). If a Force Majeure Event arises then the Owner shall be entitled at its sole option to cancel the Contract or to seek an agreed extension of time for performance of the Contract on the conclusion of the Force Majeure Event.

## 11. Dispute Resolution

Any dispute between the parties shall be referred to the nominated representatives or the parties who shall endeavour in good faith to resolve the dispute within a period of 14 days (or any agreed extended period). If such negotiations fail to resolve the dispute, then the matters in dispute will be determined exclusively by the Courts of Ireland.

## 12. Termination

**12.1.** Either party (without prejudice to any antecedent rights) may terminate the Contract in the event of a material breach that has not been remedied within 14 days following notice or which cannot be remedied.



Tel: 353 1 2953020

E-Mail: [info@sightandsound.ie](mailto:info@sightandsound.ie)

Sight & Sound (Distributors) Ltd.,  
Lioscarran Mews,  
32 Dale Road  
Stillorgan,  
Co. Dublin

**12.2.** Either party (without prejudice to any antecedent rights) may terminate the Contract if the other party convenes a meeting of its creditors, appoints a receiver, manager or liquidator or convenes a meeting for such a purpose.

**12.3.** The Owner (without prejudice to any antecedent rights) may terminate the Contract if the Hirer fails or refuses to discharge any outstanding sums due to the Owner at the time of delivery or collection of the Goods by the Hirer and shall be entitled to the applicable cancellation charge stated in Clause 4.3

**13. Governing Law and Jurisdiction**

The Contract shall be governed by and construed in accordance with the laws of Ireland and the parties submit to the exclusive jurisdiction of the Courts of Ireland.

**14. Confidentiality**

The Hirer shall keep in strict confidence all intellectual property to include technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the Hirer its employees, agents or subcontractors, and any other confidential information concerning the Owner business or its products or services which the Hirer may obtain.

**15. Waiver**

No waiver, forbearance, delay or indulgence by either party in enforcing any of its rights hereunder shall prejudice its ability to enforce such rights.

**16. General Provisions**

**16.1.** The headings to the clauses are for ease of reference only and will not affect the interpretation or construction of the Contract.

**16.2.** The reference to any Statute, Statutory Instrument, Order or Regulation shall include any amendment thereto.

**16.3.** In the event that either party is required to give consent to the other such consent shall not be unreasonably withheld or delayed.

**16.4.** If any of the terms herein are held to be invalid or unenforceable under any applicable law then it shall be severed from the remainder of these terms, which will continue to be valid and enforceable to the fullest extent permitted by law.

**I have read and accepted the Terms&Conditions of this Hire Contract.**

**Signed by the Hirer:**

**Date signed:**

\_\_\_\_\_

\_\_\_\_\_

**Print Name:**

\_\_\_\_\_