



QAV Limited

110 Lancaster Way Business Park
Ely
Cambridgeshire
United Kingdom
CB6 3NX

Tel: +44 (0) 1353 652500
Fax: +44 (0) 1353 652501
Email: info@qav-ltd.com
Web: www.qav-ltd.com

Terms of Business

1. DEFINITIONS AND LAW

- 1.1. "the Equipment" shall mean goods, components and other items hired or sold by QAV Ltd or any part thereof.
- 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. 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.
- 1.6. "Project commencement date" shall mean date goods dispatched from QAV Ltd.

2. HIRE TERMS

2.1. Charges.

- 2.1.1. Hire charges commence from the date stated in the contract and are payable for the period of hire.
- 2.1.2. 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.
- 2.1.3. Additional 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 cables must be returned coiled and taped and in default a charge of £2 per cable may be made by QAV Ltd.
- 2.1.5. QAV Ltd provides spare lamps and fuses with 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 Period

- 2.2.1. The hiring period commences at 12 noon 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.

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 QAV Ltd against all losses and costs that may be incurred by QAV Ltd if this is not the case.

2.4. Customer's Responsibilities.

- 2.4.1. The Customer's responsibility for the 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 QAV Ltd unqualified receipt for the return of all the Equipment.
- 2.4.2. Where the equipment is hired as part of a QAV managed project, then the responsibility for the equipment will be assumed by QAV Ltd.
- 2.4.3. The Customer shall not at any time sell dispose or otherwise part with control of the Equipment or attempt to do so
- 2.4.4. The Signatory to the Contract and the Customer jointly and severally undertake with QAV Ltd that everyone who uses the Equipment has been properly instructed in its safe and proper operation and will ensure that every user is in possession of necessary instructional material and further will not allow the Equipment to be misused.
- 2.4.5. The Customer in respect of 2.4.1. will at all times fully indemnify QAV Ltd against any expense liability financial loss claim or proceedings whatsoever in respect of any personal injury or damage to or loss of any property arising out of or in connection with the delivery hire use non use repossession collection return or non return of the Equipment.
- 2.4.6. Nothing in this clause shall affect the statutory rights of the Customers or purport to exclude any liability which may not be excluded under the Unfair Contract Terms Act 1977.

2.5. Electrical Equipment



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

2.5.2. 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.

2.5.3. 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 time be properly earthed.

2.6. Equipment Maintenance and Reporting

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

2.6.2. Any breakdown or unsatisfactory working of Equipment shall be immediately notified to QAV Ltd.

2.6.3. The Customer shall under no circumstances attempt to repair the Equipment without prior authorisation from QAV Ltd.

2.6.4. Any damaged or unsatisfactory Equipment must be returned to QAV Ltd's premises for examination at the Customer's cost unless under the responsibility of QAV Ltd as per section 2.4.2.

2.6.5. If the 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 QAV Ltd immediately.

2.6.6. Equipment must not be removed from any site originally specified by the Customer or from any subsequently authorised site without prior consent of QAV Ltd.

2.7. Compatibility of Equipment

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

2.7.2. The Customer shall be responsible for ensuring that any equipment is suitable for their purposes.

2.8. Insurance

2.8.1. The Customer agrees to pay QAV Ltd the full retail cost of any Equipment lost stolen or damage beyond economic repair (without deduction for usage wear tear or age). This will be waived if QAV Ltd is responsible for the equipment as per section 2.4.2.

2.8.2. The Customer shall insure the goods against the above liability. This will be waived if QAV Ltd is responsible for the equipment as per section 2.4.2.

2.8.3. 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 QAV Ltd on demand to the extent that any such payment is due under this clause

2.8.4. The Customer shall not compromise or settle any claim without the express consent of QAV Ltd.

2.8.5. In the case of Equipment which is lost stolen or damaged beyond economic repair the Customer shall pay a charge at the full daily rate together with Interest and consequential loss until the Equipment is replaced. This will be waived if QAV Ltd is responsible for the equipment as per section 2.4.2.

2.9. Condition of Returned Equipment

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

2.9.2. The Customer will reimburse all costs incurred by QAV 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.

2.10. Termination of Hire

2.10.1. QAV 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 QAV Ltd in doubt. Such termination shall not affect the right of QAV Ltd to recover from the Customer any monies due under this contract interest consequential loss or damages for breach.

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

2.11. Deductions

2.11.1 The Customer hereby authorises QAV Ltd (notwithstanding any subsequent instruction to the contrary after the date of the commencement of the Contract) to deduct any sums properly due to QAV 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 QAV Ltd.

3. CONDITIONS AS TO SALE

3.1. Risk in Title

3.1.1. The risk in the 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.

3.1.2. Property and title in the Equipment shall remain vested in QAV Ltd and QAV Ltd reserve the right to dispose of the Equipment until such time as the price shall have been paid in full.

3.1.3. 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 QAV Ltd the Customer's solvency is in doubt QAV Ltd may (without prejudice to any of QAV 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

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 QAV 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 QAV 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 QAV 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.

4. CONDITIONS APPLICABLE TO HIRE, SALE AND STREAMING MEDIA SERVICES

4.1. Payment

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

4.1.2. Where account facilities have been granted to the Customer, but the value is in excess of £60,000. QAV Ltd reserves the right to issue an invoice for 50% before an event or delivery with the remaining balance paid 30 days of invoice date.

4.1.3. Where no such facilities have been granted payment will be 50% before an event or delivery, with the remaining balance paid strictly within 30 days of invoice date.

4.2. Payment and Interest

4.2.1. Where payments are not made on the due date QAV Ltd will be entitled to interest on the amount that is overdue at the Bank of England 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.

4.2.2. The payment of such interest shall be without prejudice to any other rights or remedies of QAV Ltd.

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

4.2.4. Notwithstanding any provision in these terms of business to the contrary the customer shall if required by QAV 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.

4.3. Cancellation

Hire & Sales

4.3.1. Upon receipt of confirmation of project and up to 7 days prior to the project commencement date the cancellation fee will be 10% of the agreed project budget unless incurred costs for the project exceed this amount, then the cancellation fee will be incurred costs plus 10% management fee of the incurred costs.

4.3.2. Within 7 days of project commencement date the cancellation fee will be 50% of the agreed project budget unless Incurred costs for the project exceed this amount, then the cancellation fee will be incurred costs plus 20% management fee of the incurred costs

4.3.3. Within 24hrs of project commencement date the cancellation fee will be 100% of project.

Streaming Media Services

4.3.4. Standard terms for QAV Ltd Streaming Media Services are 12 months from dated and signed agreement.

4.3.5. Where an ongoing service is in place the appropriate invoices will be raised for that service until the termination of the contract. if no termination documents are received then continuation will be assumed.

4.3.6. All contracts are continuing unless written confirmation of termination is received at least 30 days prior to the termination date.

4.3.7. An advance notice advising that the contract will continue for the agreed minimum period as per the original contract will be issued at least 45 days before the contract is due to expire.

Sales Returns

Goods Damaged in Transit

4.3.8. Damaged boxes/parcels should not be accepted and refused. If you are unsure always check the entire contents of the package in front of the Courier and sign the Couriers' sheet in accordance with the actual condition and quality of the contents. It is not sufficient to sign "Unexamined". If your goods arrive in a damaged condition or if you have refused a damaged delivery call QAV Ltd on **01353 652500** and inform us in writing within 7 days of delivery. Once QAV Ltd is notified we can then make arrangements for the collection of these goods. Goods damaged in transit will be replaced at no charge to you or refunded upon the damaged unit (s) being return to QAV Ltd. Delivery of any replacement goods shall be to the original delivery address. We aim to have picked up damaged goods and have your replacement to you within 3 - 5 working days after the damage is reported in writing dependant on manufactures availability of product.

Unwanted Goods Within 7 Days

4.3.9. If you have simply changed your mind about your order and you wish to return your goods you can do so provided you inform us of this decision in writing within 7 days commencing the day you receive your goods and within condition in 4.3.10.

4.3.10. Your product must be complete and unopened, upon receipt of your written cancellation QAV Ltd will issue a Returns Authorisation Number. This number must be quoted on all returned goods so that the goods can be properly identified. QAV Ltd cannot be held responsible for goods returned without a valid Returns Authorisation Number. Once you have notified us of your desire to cancel the contract there is a legal requirement for you to take good care of the goods and its return to QAV Ltd.

4.3.11. Once you have been issued a Return Authorisation Number you have 14 days to return the items to us at your own expense. If you cannot return the goods within the 14 days of cancellation we can collect the goods from you at a cost charged to you.

4.3.12. Based on the above criteria being met and QAV Ltd receiving the goods back, a refund will be credited using the original payment method i.e. within 30 days of notification to QAV Ltd.

4.3.13. An administration/re-stocking charge of 25% of the value of the product will be levied for the return of unwanted goods.

Unwanted Goods After 7 Days

4.3.14. Goods that fall outside the "Unwanted goods within 7 Days" policy can only be returned at the discretion of QAV Ltd, provided we issue a valid Returns Authorisation Number. Refunds will be made less an administration/re-stocking charge of 50% of the product value. We will not refund the delivery charge and you will be responsible for sending the goods back to QAV Ltd at your cost.

4.3.15. The unwanted product must be returned in its original unopened and undamaged packaging with all the accessories.



4.3.16 Returns must be made within a reasonable period up to a maximum of 28 days from the day you receive the product.

4.3.17. If the product is not returned in its original packaging, is damaged or has any accessories missing, we reserve the right to refuse a refund.

Defective Goods Within 28 Days

4.3.18. Defective items should be reported to QAV Ltd as soon as possible. If your goods are faulty on arrival of delivery or within 28 days of use you must contact QAV Ltd immediately with details of the fault. QAV Ltd will then try to help resolve the matter. If the matter cannot be resolved and goods need to be returned, QAV Ltd will issue a Returns Authorisation Number. When we have received the goods back and the fault has been verified, QAV Ltd will then issue either a full refund, replacement or arrange repair of the faulty product.

4.3.19. Goods returned under this policy that are tested and found to be in working condition will be rejected and returned to the customer with an administration fee of £25.00 plus the cost of return carriage.

Defective goods after 28 days

4.3.20. If your goods develop a fault after 28 days but within the manufacturers warranty. Collect together any instructions, leaflets, packaging etc which came with the goods. Contact QAV Ltd and we can make all the necessary arrangements including issuing any return authorisation number.

Once we received your goods we can arrange for the manufacturers' service agent to repair the item as quickly as possible; however, it may take 4-6 weeks for repairs to be completed depending on the complexity of the problem and the availability of spares.

Servicing costs are free within warranty period (parts & labour) however it will be your responsibility to send the item to QAV Ltd from the service.

4.4. Liability

4.4.1. QAV 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 QAV Ltd's option a refund of the price.

4.4.2. Consequential losses. Nothing in these terms and conditions shall make QAV Ltd 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 Equipment or any part thereof or any breakdown or stoppage of the same.

4.5. Injury to Persons and Damage to Property

4.5.1. Subject to 4.2. above QAV 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 QAV Ltd as proven in a Court of Law.

4.6. Rights Reserved

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

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

4.7. Terms of Contract

4.7.1. These conditions have effect in substitution for and to the exclusion of any condition put forward by the Customer.

4.8. Delivery and Carriage

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

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

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

4.9. Copyright

4.9.1. All designs produced by QAV are copyright protected and the customer is granted right of use subject to the appointment of QAV for the project.

4.9.1. QAV 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 the customer may become liable in damages for so doing.

4.9.2. 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.