

Superior Sounds, LLC Terms and Conditions

Introduction

Welcome to Superior Sounds website – www.superiorsoundevents.com. These terms and conditions (“Terms and Conditions”) apply to the Site, and all of its divisions, subsidiaries, and affiliate operated Internet sites, which reference these Terms and Conditions. This website is owned and operated by Superior Sounds LLC. Throughout the site, the terms (“Superior Sounds”, “us”, “we”, or “our”) offers rental of the Company's Sound Systems for concerts, events, tours, and other performances through this website www.superiorsoundevents.com (the “Service”).

Terms and Conditions of Hire provided by Superior Sounds (referred to as "the Company"). These terms and conditions outline the agreement between the Company and the Hirer regarding the rental of the Company's Sound Systems for concerts, events, tours, and other performances. The Sound Systems can be rented with personnel (referred to as "Sound Crew") or without personnel (referred to as "Dry Hire").

This document represents the complete Terms & Conditions of Hire, establishing the contractual agreement between the Company and the Hirer in accordance with United States law. It is important to note that other documents, such as Quotations, may include brief explanations or excerpts from these terms. However, this document is the authoritative source for the Terms & Conditions of Hire/Dry Hire and takes precedence over any other terms mentioned or implied elsewhere. These conditions are applicable to Hire from all branches of the Company. Superior Sounds a company registered in United States and operate within the ambit law of United State and European Union (EU),

Modification of Terms

We may amend these Terms at any time by posting revised Terms on the Site and/or sending you Notice of the same to the email address associated with your Account, as defined herein. Each revised version will state its effective date, which will be on or after the date in which it is posted or sent. Your continued use of the Services after the effective date constitutes your acceptance of the revised Terms

Definition of Terms

"Hire": This term refers to the agreement to utilize equipment provided by the Company for an event or tour. The equipment can be accompanied by a crew provided by or on behalf of the Company, or it can be

a Dry Hire. The duration of the Hire can vary from one or more days, and the rates may be quoted as the 'Tour Rate,' 'Dry Hire Rate,' 'Daily Rate,' or 'Weekly Rate.'

"Hirer": The Hirer is the individual, company, department, or any other entity that has placed an order for Equipment or services with the Company and has accepted them.

"Hire Period": This refers to the specified duration of the hire, as mentioned in the schedule or quote. It starts from the date when the equipment is delivered to the Hirer or made available for collection.

"Content" means any text, graphic, image, audio, video, software, data compilation, and any other form of information capable of being stored in a computer that appears on, or forms part of this website;

"The Equipment": This includes all items of equipment and/or services accepted by the Hirer. It encompasses any replacement or substitute equipment, as well as any other items and/or services explicitly or implicitly included, regardless of whether they are specified.

"Sound Crew": When applicable, this refers to the personnel supplied by or on behalf of the Company as part of the hire service. They are responsible for the installation, maintenance, and dismantling of the equipment.

"Owner/The Company": This refers to Superior Sounds, including any subsidiary associated with it.

Eligibility

The Customer has the option to designate a representative, who must be at least 18 years old, to act on behalf of the Customer for tasks such as equipment pickup, receiving, drop off, setup, or operation. The Customer is required to notify Superior Sounds in writing or via email when appointing an Agent for equipment pickup or receiving. The Customer also agrees to inform the Agent about their obligations outlined in this agreement, which include but are not limited to availability, following instructions, proper operation of the equipment, and adhering to designated pickup and/or return times. It is important to note that the use of an Agent does not exempt the Customer from their responsibilities stated in this Agreement.

Provision of Equipment and Services:

1. **Equipment and Services Provision:** The Company commits to providing you with the sound system and rigging equipment as specified in the hire schedule/quotation for the agreed hire period. This provision can include or exclude the services of a Sound Crew, as indicated in the quotation.

2. Replacement of Defective Equipment: The Company ensures that all Equipment is supplied in proper working order. However, in the event of any defects, the Company's liability will be limited to either repairing or replacing the defective Equipment, at the Company's discretion.
3. Ownership of Equipment: The Equipment shall remain the property of the Company at all times. If any of the conditions specified herein are breached, the Company reserves the right to terminate the arrangement immediately and reclaim all of their Equipment without prejudice to any other rights or remedies. The Hirer is strictly prohibited from re-hiring the Equipment without obtaining advanced written permission from the Company.

Principal Exclusions

The following items are not included in the hire provision, unless explicitly stated in writing in the quotation:

Taxes, including Value Added Tax (VAT): Any applicable taxes, including VAT, are not included in the hire provision unless specified otherwise in writing.

1. Equipment not specified in the hire schedule/quotation: Items such as risers, sets, scaffolding, flooring, staging equipment, fork lifts, or any other transportation equipment, unless explicitly mentioned in the hire schedule/quotation, are excluded from the provision.
2. Rigging of Flying Points: The task of attaching motor chain hooks to the supporting fabric, commonly known as rigging of Flying Points, is not included in the hire provision.
3. Locally-booked or venue equipment: Any equipment that is booked locally or provided by the venue is not covered by the hire provision.
4. Local Crew Personnel: Unless specified in the hire schedule/quotation, the provision does not include local crew personnel such as loaders, stagehands, licensed riggers, electricians, or operators of the Equipment. It is the hirer's responsibility to arrange for local crew to assist with equipment load-in and load-out.
5. Transportation of equipment and personnel: The transportation costs for equipment and personnel, including freight, transport costs, and storage of the equipment, are not included in the provision. Unless stated otherwise, all equipment and sound crew services are quoted ex-Superior Sounds Originating Branch United State.

The hirer is responsible for collecting and returning the equipment to this location at the end of the hire period. Any alternative arrangements must be agreed upon in writing before the commencement of the hire contract.

Insurance

To ensure the protection of both parties involved, it is a requirement for the Hirer to obtain sufficient insurance coverage for the equipment being rented. This insurance should cover the full replacement value of the equipment on an "all risks" basis, including any additional hire charges incurred for a minimum duration of 13 weeks. The insurance policy must be obtained from a reputable insurer and should name the Company as the direct loss payee for the rented equipment throughout the entire duration of the hire.

In the event of any loss, theft, or damage to the equipment, regardless of whether it is covered by the Hirer's insurance policy, the Company reserves the right to charge the Hirer accordingly, as outlined in below (Responsibilities of the Hirer). Prior to releasing the equipment, the Company may request proof of adequate coverage from a suitable insurance policy. However, please note that this requirement does not absolve the Hirer of their responsibility for uninsured losses. The Hirer shall be responsible for compensating the Company for any loss or damage to the equipment that is not recoverable through the insurance policy.

Excessive Hours

The Superior retains the right to bill the hirer for any additional hours worked by the Sound Crew beyond their designated "standard working day." The definition of the "standard working day" may vary based on the nature of the hire and event locations. However, it is the hirer's responsibility to mutually agree upon these terms prior to the commencement of the hire. In cases where equipment is loaded, dispatched, or returned to the Company during weekends, an overtime charge for personnel at the Company's warehouse will typically apply.

If any of the aforementioned excluded items are provided or incurred by the Company as part of the hire, they will be considered extras and charged separately from the hire agreement.

The responsibilities of the hirer, are as follows:

1. Assumption of Responsibility: The hirer assumes full responsibility for the equipment from the time of checking out until checking it back in with the company.
2. Safekeeping: The hirer is responsible for the safekeeping of the equipment during the entire period of hire. This includes taking appropriate measures to ensure the equipment's security.
3. Loss or Damage Liability: The hirer is liable for any loss or damage caused to the equipment during the hire period. If the equipment is lost or damaged, the hirer must bear the costs associated with repair, replacement, or compensation.

4. Suitable Use: The hirer must use the equipment only for its intended purpose and within its specified capacity. The equipment should not be used in a manner that could lead to its deterioration or beyond its designed capabilities.
5. Modifications: The hirer is not allowed to alter or modify the equipment in any way without obtaining prior consent from the company.
6. Prohibition on Selling or Sub-Hiring: The hirer is strictly prohibited from selling, sub-hiring, or disposing of any part of the equipment that belongs to the company. The equipment remains the property of the company at all times.
7. Title of Equipment: The hirer acknowledges that the equipment, or any part thereof, does not belong to them and will not become their property at any time. The title of the equipment remains with the company until the hirer fulfills their obligations, such as full payment under a lease purchase agreement.

It's important to note that the specific responsibilities and terms of hire may vary depending on the agreement between the hirer and the company.

The Equipment may not be hired, re-hired, or sub-hired to any third party without the explicit written consent of the Company.

1. The Hirer is responsible for informing the Company about the location of the Equipment during the hire period and any subsequent changes in location upon request.
2. The Hirer must promptly notify the Company of any damage, failure, or defect in the Equipment within 24 hours of its occurrence. The Hirer will be fully liable for the cost of replacing or repairing the Equipment. In the event of loss, damage, or modification to the Equipment, the Hirer will be charged the full hire rate until the loss is fully settled. This includes the future revenue from any booked hires lost by the Company. If the Company needs to temporarily substitute the lost, damaged, or modified equipment by sub-hiring alternative equipment, the Hirer will be responsible for covering the full cost. The Hirer must continue paying the charges for the hire period in respect of the equipment during the reinstatement or repair process.

The following are examples of loss, damage, or modification that may occur (but are not limited to) in relation to our services:

- Damage caused by known or unknown individuals, including audiences and artists, whether or not they are part of the performance. This includes instances where liquid is spilled or thrown onto a console.
- Damage or loss resulting from inadequate handling by third parties, including the local crew.

- Damage caused by adverse weather conditions, such as water damage.
- Loss resulting from theft on-site or during transportation.
- Loss or damage occurring during transportation.
- Modification of cables through actions such as cutting and/or rewiring plugs/sockets.

Additional responsibilities of the Hirer – Dry Hire only

Liabilities: In the case of equipment supplied without Sound Crew (Dry Hire), it is understood that the Hirer is responsible for the competent installation and operation of the equipment. The Company will not accept any liability for damage to individuals or property while the Equipment is on Hire to the Hirer.

Competent Personnel: If the equipment supplied without Sound Crew (Dry Hire) requires specialized technical knowledge or qualifications for safe and effective installation and/or operation, the Hirer must ensure that competent personnel are employed. If the Hirer is unable to provide such personnel, the Company, at its sole discretion, may provide competent Sound Crew at an additional charge to the hire rate.

Hire Periods, Charges, and Payments:

1. Duration of Hire: The hire charges are calculated from the date of collection/delivery until the date of return to the Company. Permission for extending the hire period may be granted upon request, but it should not be assumed. The availability and prices of Equipment may differ from our rate card or website advertisements and cannot be guaranteed for extended periods.
2. Weekends & Bank Holidays: If the hire start date or end date falls on a weekend or bank holiday, the Company may, at its discretion, allow checking out on the last working day prior to the hire start date and/or checking in on the first working day after the hire end date. In certain circumstances, checking out or checking in may be arranged outside of normal operating hours.
3. Charges for Hire Equipment: Hire charges will be based on daily or weekly rates. The hire period begins when the Company checks out the Equipment at its originating branch, and it ends when the Equipment is checked in by THE COMPANY within the normal operating hours (11:00 am to 6:00 pm). If Equipment is checked out on a weekly rate during operating hours on day 1, it must be returned before 6:00 pm on the 7th day of hire to avoid incurring charges for an additional week.
4. Payment: Full payment with cleared funds must be made prior to checking out. Payments made by Credit Card will be subject to a surcharge (currently set at 4%).

Late Payments

If any discounts are offered or negotiated, the entitlement to such discounts will be forfeited if accounts are not paid by the due date. Additionally, accounts not paid by the due date will incur an interest charge each month until full payment is received. The current interest rate is 2.5% over the base rate per calendar month or part thereof, and the specific rate applied will be stated on the invoice.

1. Equipment Loss or Late Return Guarantee: (i.e., hirers who are required to pay for rental in full prior to any hire) must provide a cleared deposit of €300 through debit card, bank transfer, or cash. This deposit will be refunded upon the return of equipment. The card details must remain valid beyond the agreed hire finish date. The company reserves the right to charge the hirer the full replacement cost for any lost equipment. The hirer will be given a grace period of 7 days to return any lost equipment before any charges are applied. If the equipment is returned within the 7-day grace period, a charge will be taken for the additional hire period. The hirer acknowledges and agrees to this charge, and ensures that sufficient funds/credit limits are available on the provided card. Please note that credit cards will incur a surcharge,
2. Identification: Customers must provide photographic identification along with a utility bill (excluding mobile phone bills) that matches the invoicing address. A copy of these documents will be kept on file for the duration of the hire period. The equipment hired will be dispatched to the invoicing address, and the hirer must sign the dispatch/delivery note to acknowledge receipt of the delivery.

Safe Working Provisions:

1. Health & Safety: The Company Limited expects all Sound Crew and other Personnel provided by the company to adhere to the method statements, risk assessments, and codes of conduct issued by THE COMPANY. Full versions of these documents can be obtained upon request. Furthermore, all contractors must follow established safe working practices and legal constraints. If they are ever instructed to act in violation of these practices, they are to immediately report to the Company's head office.

2. **Site Access:** The hirer is responsible for ensuring that the performance site has adequate and safe access. We reserve the right to withhold equipment delivery if we determine that the access is unsafe. Prior to the event, the hirer should inform the Company of any potential access issues and, if possible, take necessary measures to minimize risks to our sound crew and equipment.
3. **Site Power:** It is the hirer's responsibility to ensure the availability of a safe, consistent, and sufficient electrical power supply. If portable generators are used, they must be regulated and properly grounded. If you have any doubts about the power requirements, please contact us for guidance. Any equipment damage resulting from unsafe electrical equipment at the performance site will be repaired or replaced at the hirer's expense.
4. **Sound Pressure Levels:** High sound pressure levels can cause permanent hearing damage, with cumulative effects from repeated exposure. The equipment provided by the Company can produce sound pressure levels that can be harmful to hearing. The Company cannot be held liable for any individual's failure to maintain a safe distance from loudspeakers or take necessary steps to protect their own hearing. It is the hirer's responsibility to ensure the safety of the general public in relation to their hearing. If appropriate, you may consider displaying warning notices, providing hearing protection, or setting up safety barriers.
5. **Local Licenses:** The hirer bears sole responsibility for obtaining any necessary licenses, qualifications, or other authorizations required for the safe and legal operation of the hired Equipment. The hirer agrees to comply with all legal guidelines concerning the installation and operation of the Equipment.

Warranty Disclaimer

YOU AGREE YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, SUPERIOR SOUNDS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE OF THE SERVICES.

SUPERIOR SOUNDS ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, OMISSIONS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE (OF ANY NATURE) RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED ON THEM, (IV) ANY INTERRUPTION OF OUR SERVICES, OR (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY.

Limitation of Liability

IN NO EVENT WILL SUPERIOR SOUNDS BE LIABLE TO YOU FOR DAMAGES (THIS INCLUDES DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES) RESULTING FROM (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM ACCESS TO OR USE OF SERVICES, (III) UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OF OUR SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY,

Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless superior sounds its owners, operators, affiliates, and each of its or their directors, employees, licensors, licensees, service providers, successors, permitted assignees and agents (individually and collectively “superior sounds”) from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees

Severability

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms.

Governing Law and Jurisdiction

The Site shall be governed by the laws of the United State, including federal copyright and trademark laws, and the laws of the United State applicable to contracts entered into and to be wholly performed therein without regard to conflict of laws or choice of law principles.

Complaints, Feedbacks or Comments

Please contact us at info@SuperiorSoundEvents.com and we will always use reasonable effort to look any and all issues dispassionately and in timely manner.