

Stage Plan, Technical Requirements & Conditions of Contract

1. All equipment remains the property of Audiowave Sound Systems - Michael Murison, 34 Blinshall St, Dundee, Scotland, DD1 5DF ("The Owner"). The Hirer shall without prejudice to conditions 4 and 7 at all times use every means at his disposal to assist the Owner to resume possession thereof whether during the hiring if the hirer has lost or relinquished possession of the equipment or at the end of the hiring if it is not then returned to the owner, and hereby authorizes the owner to enter upon the Hirers premises during normal working hours for these specific purposes.
2. No variation of these Conditions of Hire and the terms shown here-on and no conditions in any order, acceptance or other Document issued by the Hirer shall form part of the contract unless the Owner has specifically agreed in writing. No Conditions or Warranties other than those herein specifically set out shall be implied or deemed to be incorporated in or to form part of the Contract.
3. If the person signing the Contract is not the Hirer he warrants that he has the authority of the Hirer to enter into this Contract on the Hirers behalf and shall indemnify the owner against all losses, damages, actions, proceedings, costs, claims or demands whatsoever suffered or incurred by the owner as a result of any breach of such Warranty.
4. The Hirer shall not assign this Contract or re-hire or part with possession of any of the equipment without the Owners written consent.
5. The Hiring will commence on delivery of the equipment to the hirer and will end on re-delivery of the equipment to the owner or upon the expiry of any Notice given under Condition 6 or upon payment of any charge made under Condition 10.
6. The hiring may be ended at any time by either party by not less than 48 hours notice in writing or without prejudice to any other rights or remedy of the owner be ended forthwith by the Owner by notice in writing at any time to the Hirer upon any breach of the Terms of the Contract by the Hirer. If the Hirer purports to cancel his Contract or refuses or fails to accept delivery of the equipment the Hirer shall pay the Owner by way of liquidated damages 100% of the Hire charges payable for the minimum period of the hiring but without prejudice to any other right or remedy of the Owner.
7. Unless otherwise agreed by the Owner, the Hirer at his own expense shall be responsible for the collection from and the return to the Owner of the equipment. The equipment shall be at the risk of the Hirer as to all loss or damage whatsoever during the period of the hiring. The Hirer shall be responsible for insuring the equipment to its full insurable value against loss or damage whatsoever. Any return note for the equipment issued by the Owner at or after the end of hiring shall not be evidence of the condition of the equipment described in it. Delivery and collection charges at the Owner standard transport rates shall be paid by the Hirer to the Owner on demand as an extra.
8. If the Owner when required to do so attempts to but is unable to deliver or collect the equipment due to the fault of the Hirer, the Hirer shall pay delivery or collection charges at the Owners standard transport rates applicable at the date of such attempted delivery or collection.
9. The equipment shall be deemed to be in good repair and condition and in accordance with the terms of the Contract and to the Hirers satisfaction upon delivery to the Hirer unless the Hirer gives notice in writing within 24 hours of delivery. No Warranty is given that the equipment is suitable for the purpose for which the Hirer requires it.
10. At all times the Hirer shall keep and at the end of hiring return all the equipment in good working order and repair and clean condition and will not in any way alter or repair any part of the equipment. The Hirer will pay to the Owner all losses, costs and expenses whatsoever incurred by the Owner as a result of breach of this Condition. The charge which will be paid on demand by the Hirer to the Owner for replacing any equipment not returned at the end of hiring or damaged beyond economic repair shall be the Owners Replacement List Price of the equipment current at the end of hiring.
11. At all times the Hirer shall undertake to use and maintain the equipment strictly in accordance with the manufacturers' instructions and to comply with all safety instructions and regulations relating thereto.
12. The Contract for the hiring shall be subject to the availability of the equipment when it is required by the Hirer and the Owner shall not be liable for the loss or damage whatsoever incurred by the Hirer or any other person either directly or indirectly caused by or arising from late delivery, non delivery, breakdown, failure, stoppage or unsuitability of or defect in the equipment during the hiring and the Hirer shall indemnify the Owner against any such loss or damage.
13. The Owner shall not be liable to the Hirer and the Hirer shall at all times and in all respects indemnify the Owner in respects of all actions, proceedings, costs, claims, and demands whatsoever brought by any person for the death of or injury to any person (other than death or injury due to the negligence of the Owner) or damage to property caused by or arising out of the use of the equipment in any manner whatsoever whether such liability arises under statute or common law or howsoever
14. The Hirer undertakes at all times to take good care of the equipment as though it belonged to the Hirer and in order to protect the position of the Owner in so far as any Insurance arranged by the Owner on the equipment may be in force by observing and fulfilling any terms and Conditions, whether implied or expressed, applicable to such Insurance as though the Hirer were actually the Owner, especially regarding the security of the equipment at the Hirers premises, whilst in transit, whilst left in any vehicle, or in any location away from the Insurer's premises, as far as they can apply. The Hirer accepts that they shall, at all times as though the Hirer were the Owner observe, fulfill and be subject to the Terms, Limits, Conditions and Exclusions of the Owner Policy of Insurance as far as they can apply. In the event of any occurrence which might give rise to a claim under the Owner Policy of Insurance, the Hirer shall notify the Owner immediately and comply with the requirements of the Equipment's Insurers in respect thereof.
15. The Hirer shall not hire out the equipment to any other party with out the written consent of the Owner and whenever this is given the subsequent Hirer shall also be bound by the Terms of this Contract as though they were the original Hirer and shall observe and fulfill all of its conditions.
16. All hire charges are due at the start of the hire period unless otherwise agreed by the Owner. Failure to make prompt payment automatically cancels any and all discounts offered. Any accounts unpaid 30 days after the date of invoice will have interest applied at the rate of 10% per 30 day period until the outstanding account is paid.
17. AUDIOWAVE'S REQUIREMENTS FROM PROMOTER
 - 63 or 32a 240v cee form type power outlet. Or Generator – 16kva 240v single phase 63 or 32a cee form type power outlet + earth spike & cable.
 - Barriers + Covered area for FOH (3m x 3m)
 - Barriers + Covered area for PA stacks x 2 (3m x 3m)
 - Provision for wet weather
 - All bands & artists technical requirements
 - Address of Venue
 - Load in, soundcheck, stage times & running order
 - The right to record performance for monitoring/training purpose only
 - 4-5hrs for load in, set up & soundcheck before door time
 - 60-90mins for pack up & load out
 - 2/4 able & sober crew to aid in load in & load out
 - Guest list of 2 persons per event
 - Tea, coffee & soft drinks for 2 persons per day.
 - One hot meal for 2 persons per day (must have vegetarian option).