



Threecircles Recording Studio
Freemans Farm
Elder Street Wimbish
Saffron Walden
Essex CB10 2XA

T 01799 523432

M 07815 043482

info@threecircles.co.uk

www.threecircles.co.uk

General Terms and Conditions of Hire

1. **Hire Charges.** All quoted services and prices are subject to availability, do not constitute an offer, and may be revised or withdrawn prior to our express acceptance of your order.
2. **Hire Periods.** All equipment must be returned or made available for collection at or before the time agreed. For each day or part day it remains outstanding a hirer may otherwise be charged the greater of the daily hire rate for each outstanding item, or the sum of direct and consequential losses attributable to its late return.
3. **Cancellation.** On your cancellation of an agreed hiring:
 - i. where we receive less than 24 hours notice of cancellation, you are liable to pay the whole of any agreed fee;
 - ii. where we receive more than 24 but less than 48 hours notice of cancellation, you are liable to pay 50% of any agreed fee.

We have never cancelled or failed to turn up at an event we have been engaged to cover. In the unprecedented event that we cannot fulfil an engagement, our liability is limited to the cost of arranging alternative hire, subject to a maximum of the fee we have agreed with you. We cannot accept liability for any other direct or consequential losses. Our liability is also limited by giving you notice, in the same proportion and applying the same periods we apply to your liability to us (see above), and by force majeure.

4. **Force majeure.** We will not be liable for any failure to supply a product or service where that failure is wholly caused by an event beyond our control that we could not reasonably anticipate, forestall or prevent. This may include (but is not limited to) acts of war, terrorism, extreme weather conditions, or natural disasters. Where any public authority advises that only essential journeys should be undertaken, any product or service we supply shall not be considered essential.
5. **Ownership.** All hired equipment remains the property of Threecircles Recording Studio. You may not sell, lease, lend, sub-hire, modify or dispose of hired equipment. Where hire forms part of a purchase agreement, equipment remains the property of Threecircles Recording Studio until we have received full cleared payment of all charges including the purchase price.
6. **Specified Equipment.** We are constantly seeking to improve the systems and equipment available. The equipment provided may therefore not be exactly as specified (although it will be equivalent to or better than the equipment specified). If it is essential to you that a particular item is exactly as specified, please confirm this with us before you place an order.
7. **Condition of Equipment.** Where equipment is used without our supervision, we check the condition and operation of all items before they leave us. On accepting delivery you agree that an item is in good condition and fully operational.



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8. **Use of Equipment.** It is your responsibility to ensure hired equipment is suitable for the purpose, and is used safely and legally. Anyone appointed to operate or supervise equipment must be competent to do so (and must have received any appropriate training where required by circumstance or law). Equipment may only be used within manufacturer guidelines (manuals are available on request). Any misuse of hired equipment entitles Threecircles Recording Studio to its immediate recovery without notice or penalty, and may result in further action if it has been tampered with or damaged.

9. **Service and Repair.** No service, repair, or non-user adjustment (as determined by the manufacturer) may be attempted without the prior express consent of Threecircles Recording Studio. Where user-replaceable parts (e.g. fuses or lamps) are fitted by a hirer, only manufacturer-specified replacements may be used. Removal of covers or cover screws in all cases invalidates the manufacturer's warranty, and you are liable for the full cost of replacing equipment where evidence of such tampering is found.

10. **Lost or Damaged Equipment.** We cannot accept responsibility for crowd control or for the safety or security of any other party's premises, and unless it arises through our own actions you are liable to us for the whole cost of any damage to or theft or loss of our equipment at the event site however it is caused.

11. **Equipment Failure.** All equipment we supply is electrically safe, fully operational, and in good condition. All our equipment is also of professional standard and well-maintained. Catastrophic equipment failure is therefore unusual and unlikely (and in our own equipment, unprecedented). However, we cannot accept liability for any direct or consequential losses arising from equipment failure.

12. **Electricity Supply.** It is your responsibility to ensure provision of a safe 230 volt AC power supply, provided from standard 13-amp sockets. Where portable generators are used, these must be regulated and adequately grounded. WE DO NOT OTHERWISE CONSENT TO USE OF OUR EQUIPMENT.

13. **Third-Party Equipment.** It is your responsibility to ensure that any other electrical equipment used in combination with ours is functionally and electrically safe. WE DO NOT OTHERWISE CONSENT TO USE OF OUR EQUIPMENT. Where inspection or test records are not available, the presumption will be that equipment is unsafe.

14. **Loudspeaker Volume.** Our loudspeaker systems are capable of producing very high sound pressure levels. High volume may be necessary to match on-stage instruments. Anyone using or operating our equipment may set levels that exceed HSE guidelines (either locally, or throughout the arena). The risk of feedback - also a cause of high sound pressure levels - is inherent in monitor systems. HIGH SOUND PRESSURE LEVELS CAN CAUSE PERMANENT HEARING DAMAGE. Repeated exposure can have a cumulative effect. It is your responsibility to ensure that anyone who may be affected takes any necessary steps to protect their own hearing (whether by limiting exposure time, staying at a greater distance from loudspeakers, using ear-plugs or defenders, or employing some combination of these or other appropriate measures). You may therefore wish to ensure that warning notices are displayed, hearing protection is issued, or safety barriers are erected. You expressly agree to indemnify Threecircles Recording Studio for all costs and claims arising from loudspeaker output levels.