



GENERAL TERMS AND CONDITIONS FOR RENTAL AND SERVICES

1. **DEFINITIONS:** DIGITAL TREE MEDIA / DTM shall mean Digital Tree Media Ltd.
MANCHESTER MEDIA HIRE is a trading style/name of DIGITAL TREE MEDIA.
THE CLIENT shall mean the person, firm or company, including any servants or agents negotiating or contracting with DTM.
EQUIPMENT shall mean any service or item hired under this agreement.

2. **GENERAL:** These general terms and conditions govern all business undertaken by DTM and any other variations will be binding on DTM only if in writing and signed on behalf of DTM.

3. **QUOTES, ESTIMATES & INVOICING:** To allow DTM to quote accurately THE CLIENT shall specify to DTM the services required, the exact period during which the systems are to be operated, the venue and other proposed arrangements.

a. The price indicated for equipment and services, excepting estimated expenses, provided by DTM shall be binding. However, additional hours worked, and additions, or changes, to equipment specification not listed on the quotation may be subject to additional charges.

b. Estimated expenses arising in relation to any special services listed in the quotation are accurate to best of our knowledge at the date of quotation but such estimated costs will be invoiced on the basis of actual costs incurred.

c. The client shall not be entitled to make any deduction, whether by off-set or for any other reason, and DTM has no obligation to supply equipment or service when the client is in arrears with a due payment.

d. Payments shall be made in accordance with the terms indicated at the time of quotation for the equipment. In the event of such termination, DTM shall be entitled to compensation for all expenses incurred and services rendered by it until termination.

e. If payment is delayed beyond agreed credit limits, DTM may charge interest at 2% per month from due date without prior notice of default. If beyond their agreed credit terms DTM may refer THE CLIENT to the CREDIT PROTECTION ASSOCIATION plc to assist in the recovery of any outstanding payment.

f. **STANDARD PAYMENT TERMS:**

33% of the total balance is due 30 (thirty) days before the first day DTM will be on site.

33% of the total balance is due on the first day or installation/event..

34% of the total balance is due within 14 (fourteen) days of the last day of the installation/event.

4. **CONFIRMATION:** The contract shall become effective only upon acknowledgement by DTM of a written confirmation from THE CLIENT. Written confirmation may take the form of a Purchase Order, a returned and signed DTM quotation or other written communication confirming acceptance of an DTM quotation. Any variation in the clients order, to be valid, must be acknowledged by Digital Tree Media. This acknowledgement will be in writing where adequate time is given

Due to the nature of our business there must be a signed confirmation/contract between DTM and THE CLIENT no later than 30 (thirty) days before the proposed install date. Should this not be the case DTM may charge the following fees.

a. Between 30 and 20 days before the event an additional 15% of the total balance will be added to the final payment.



b. Between 20 and 10 days before the event an additional 40% of the total balance will be added to the final payment.

c. After 10 before the event an additional 20% of the total balance will be added to the final payment.

5. TIME & VENUE: THE CLIENT will ensure that the venue will be available throughout the hours indicated by DTM for the set-up and removal of the equipment. Please note a set up may take 8 (eight), or more, hours to install and a similar time to remove depending on the complexity off the solution. Further details of this are available from DTM. THE CLIENT should ensure the venue has allowed adequate time between bookings to facilitate this so allowing DTM staff to work in a safe and considered manner. Failure to allow adequate time may incur additional charges.

b. Once installed, THE CLIENT shall ensure that the event areas will be secure and will not be used for any other purpose by third parties outside event hours and that all the equipment can remain in situ throughout the entire duration of the event.

6. EXTENT OF LIABILITY: DTM shall not be liable for any loss or damage caused by third parties on whose assistance DTM may have to rely.

a. DTM does not accept liability for any consequential loss or damage arising from the supply of equipment and services or any other cause whatsoever and any express or implied condition, statement or warranty, statutory or otherwise, is hereby excluded.

b. DTM shall not be liable for any loss or damage caused by generated interference rendering equipment unusable by any other third party supplied equipment or by proximity to interference sources outside DTM's control.

7. CANCELLATION: In the event of cancellation for reasons outside DTM's responsibility the agreed rental charges shall be as follows from the date of cancellation:

a. Less than 48 hours notice prior to the event, or equipment in transit, 100% of the confirmed cost of the hire will be charged.

b. Between 48 hours and one calendar month, any incurred expenses or other costs applied to DTM as a result of the cancellation will be charged.

c. More than one month, no costs incurred.

d. Were the event is postponed a credit note can be issued of up to 100% of the cancellation fee charged minus any incurred expenses or other costs applied to DTM as a result of the postponement.

8. EQUIPMENT LOSSES: The client shall be liable for loss or damage to any equipment and accessories howsoever arising between the set up day and the end of the conference. For equipment hired without an operator or where shipped in advance without an operator, the client shall be liable for loss or damage from the moment the equipment leaves DTM premises until it returns. When at the hire venue, the client shall ensure that the event areas will be locked and will not be used for any other purpose by third parties outside event hours and that all the equipment can remain in situ throughout the entire duration of the event.

a. In the event of issuing equipment to participants (i.e. Voting keypads, radio microphones, language receivers and headphones, etc...) It is the client's responsibility to organise the issue/collection of this equipment to participants and provide staff for that purpose each event day.

b. In exceptional cases auxiliary staff may be made available by DTM and in such cases the cost of this service will be specified in the quotation. Regardless of the persons or method employed for equipment issue, the client shall be responsible in the event of loss or damage to the equipment