1. **Service Provision and 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All quoted services and prices are subject to availability, do not constitute an offer, and may be revised or withdrawn prior to our express acceptance of your order. Your order constitutes an offer to purchase services under the terms stated in our written quotation, which derives in good faith from the information you have given us. If we accept your offer you will become liable to pay all fees in the quotation under the terms stated. Late payment or failing to tell us about something that affects provision of those services may prevent or delay delivery or installion, or result in additional operational or administrative charges.
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 losses attributable to its late return.
3. **Cancellation.** On cancellation of an agreed hiring:
    i. Where we receive less than 21 days notice of cancellation, you are liable to pay the whole of any agreed fee;
    ii. Where we receive more than 21 but less than 42 days notice of cancellation, you are liable to pay 50% of any agreed fee.

    If we cannot fulfil an engagement, our liability is limited to the direct cost of arranging alternative hire, subject to a maximum of the fee we have agreed with you. We cannot accept liability for other 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 Astralsound. 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 Astralsound 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 available. The equipment we provide may 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 agree a hiring.
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.
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). Loudspeaker controllers are supplied correctly configured, and may not be adjusted or bypassed. Any misuse of hired equipment entitles Astralsound 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 Astralsound. 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 or negligence 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 (or, by prior arrangement, 16-amp, 32-amp or 63-amp single-phase 230V Ceeform 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, or to project adequate levels to distant points in a large arena. 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 Astralsound for all costs and claims arising from loudspeaker output levels.
16. **Exclusivity and Variation.** Other terms and conditions may apply to any agreement you have with us (whether or not they form part of any written statement), and the above terms do not apply exclusively. Any variation must be specifically agreed by Astralsound in writing. These terms take priority over any agreement where no other written statement exists.