



## CMS PA Hire Terms and conditions for fully engineered events. (2 pages)

Definitions: 'customer' is the person who makes the final confirmation of the booking that is agreed in writing (email, booking confirmation form, or text message) by CMS. 'Complete Music and Sound' and 'CMS' and "CMS PA Hire" refer to Ben Todd and Adrian Barker. "Equipment" is any physical item provided by CMS for use at an event or physical item requested by the customer for use at an event referred to in the communication about the booking.

### 1. Timings and Cancellations

- 1a. We will make every effort to adhere to timings agreed in the booking confirmation. However, we can not be held liable for consequential losses that result from delays.
- 1b. Soundchecks are there for the sound engineers to prepare for the performance, during this time they require co-operation from performers and organisers, and will need to be permitted to make plenty of noise for the duration. If performers require rehearsal time please book this as an extra. Interrupted or shortened sound checks may affect the quality of the sound provided.
- 1c. In the unlikely event that we have to cancel a service our liability is limited to refunding any money paid by the customer for the service.
- 1d. If the customer cancels an event after paying a deposit this will only be refunded at the discretion of CMS.
- 1e. Full payment for all sub-hired equipment or technicians must be made before a booking can be considered confirmed.

### 2. Loading and Parking

- 2a. We must have wheeled access from loading/parking area to the stage area. If this is not possible because there are stairs, or any other obstacle the client or event supervisor will have to take responsibility for ensuring equipment is safely loaded in unless prior agreement about this has been made with CMS.
- 2b. The client should inform us at the point of booking if the distance from the loading area to the stage area is greater than 30m or there factors that may make loading harder such as narrow corridors, ramps to boats, security requirements etc delays may occur.
- 2c. Parking for a van 2.9m high must be available at the venue for the duration of the loading, setting up, soundchecks, performances, and pack down. If parking is not available at the venue CMS must be notified before the booking is confirmed to avoid possible delays of finding a parking space or resulting parking expenses.
- 2d. If the customer does not make reasonable provision for parking then any costs incurred as a result may be invoiced to the customer. This may include the cost of Penalty Charge Notices in line with the rest of the industry.
- 2e. Reasonable provision and communication of any security protocols at the venue must be notified to CMS including DBS checks. The vehicle details are KP07 UKB, Mercedes Sprinter, White unless otherwise notified.

### 3. Performance Area

- 3a. The performance area must be fit for purpose, which includes being level, stable and protected from the elements.
- 3b. The venue must be able to meet the power requirements on the booking confirmation, which must be safe and suitable for sensitive electronic equipment.
- 3c. The sound quality may be adversely affect by the room used for the performance. Advice can be sought from CMS before making a booking, but we cannot be held liable for the affect of the room on the sound although we will communicate our concerns at the earliest time possible, and take steps to limit the effects of the room on the performance sound.
- 3d. A sturdy table such as a 4-6ft tressle must be available for the FOH mixing desk.
- 3e. The venue must have a reasonably amount of security and staffing to ensure that crowds can be kept in safe order, and equipment shall not be endangered. If we feel endangered or concerned for equipment or the safety of others we may notify organisers/venue staff, make announcements to audience, switch off equipment, and in extreme cases pack down equipment and leave the venue depending on severity of the situation in line with our duty of care to others and ourselves.

#### 4. Our Equipment and Staff

- 4a. We shall maintain our equipment to a good standard, this includes us booking annual PAT testing for the equipment but not every piece of equipment (for instance brand new equipment) will necessarily have a certificate.
- 4b. CMS always aims to provide the equipment and technicians agreed, but in some rare cases (eg. equipment being repaired, not returned to us from other clients or illness) we will reserve the right to provide equipment of a similar specification, alternative freelance technicians or discounts to fee as necessary. If equipment fails or technicians/equipment are not available for reasons beyond our control we cannot be held liable for resultant losses, but will make every effort to make the best of the situation.
- 4c. Adrian Barker has 5 million pounds of public liability cover during use of pro audio equipment from Music Guard Insurance. If you are using another engineer please check their insurance situation.

#### 5. Other considerations

- 5a. The venue is responsible for having appropriate licences for live and recorded music
- 5b. The organisers and venue should take precautions to ensure the safety of their staff including hearing protection as they see fit.
- 5c. The venue should have plans for emergencies, and inform us what is expected from us in such situations. We will work with them but should not be expected to have planned procedures as the venue is in a better position to make these decisions.
- 5d. If any equipment is left at the venue or with the customer or someone known by the customer at any time the terms and conditions for dry hire will automatically and additionally come into effect with the "customer" becoming "hirer".