



# DS Sound and Lighting (DSSL)

## Terms and Conditions

Effective Date: 14 May 2026

## 1. Definitions

In these Terms and Conditions:

- **“DSSL”, “the Company”, “we”, or “us”** refers to DS Sound and Lighting.
- **“Client”, “Customer”, or “you”** refers to the person, business, organisation, venue, or representative entering into an agreement with DSSL.
- **“Equipment”** means all lighting, sound, staging, rigging, power distribution, networking, control systems, video equipment, cabling, accessories, and any other items supplied by DSSL.
- **“Services”** means any production, installation, engineering, programming, design, operation, consultation, transport, or technical support services supplied by DSSL.
- **“Hire Period”** means the agreed duration during which Equipment is hired.
- **“Client Equipment”** means any equipment or systems supplied by the Client or a third party not directly supplied by DSSL.
- **“Event”** means the performance, installation, production, broadcast, livestream, festival, conference, or function for which DSSL is providing services.

## 2. Quotations and Bookings

2.1 All quotations issued by DSSL are valid for thirty (30) calendar days unless otherwise stated.

2.2 A booking shall only be considered confirmed when:

- Written acceptance of the quotation has been received; and/or
- An official purchase order has been issued; and/or
- A deposit payment has been received.

2.3 DSSL reserves the right to amend quotations where:

- Project scope changes;
- Additional labour or equipment is required;
- Venue requirements change;
- Access times are altered;
- Supplier costs increase;
- Technical specifications are amended.

2.4 All prices are exclusive of VAT unless otherwise stated.

2.5 Equipment and crew availability are subject to confirmation at the time of booking.

## 3. Payment Terms

3.1 Deposits are non-refundable unless otherwise agreed in writing.

3.2 Full payment must be made within the agreed payment terms stated on the invoice or quotation.

3.3 Unless agreed otherwise in writing, all invoices must be paid prior to the Event date.

3.4 DSSL reserves the right to withhold Equipment, crew, transport, or Services where payment terms have not been met.

3.5 Late payments may incur:

- Statutory interest;
- Debt recovery costs;
- Administrative fees.

3.6 Any additional Equipment, labour, transport, accommodation, or overtime requested after confirmation will be charged at DSSL's standard rates.

3.7 Where an Event exceeds the agreed operating hours, DSSL reserves the right to charge overtime for crew, equipment usage, transport, and associated operational costs.

## 4. Cancellations

4.1 Cancellation charges apply once a booking has been confirmed.

4.2 Cancellation fees are as follows:

- More than 30 days before the Event: loss of deposit only;
- 14–30 days before the Event: 50% of the total contract value;
- 7–14 days before the Event: 75% of the total contract value;
- Less than 7 days before the Event: 100% of the total contract value.

4.3 Any non-recoverable third-party costs incurred by DSSL will remain payable by the Client.

4.4 Postponed Events may be treated as cancellations at DSSL's discretion.

## 5. Equipment Hire

5.1 All Equipment remains the property of DSSL at all times unless expressly sold in writing.

5.2 The Client shall:

- Keep Equipment safe and secure;
- Protect Equipment from theft, damage, weather, misuse, and unauthorised access;

- Use Equipment only for its intended purpose;
- Not modify, repair, sub-hire, or relocate Equipment without written consent.

5.3 The Client accepts full responsibility for Equipment during the Hire Period where DSSL personnel are not actively supervising the Equipment.

5.4 Any lost, stolen, or damaged Equipment shall be charged at full replacement value, including associated losses and downtime.

5.5 The Client shall immediately notify DSSL of any fault, damage, or issue affecting Equipment.

5.6 The Client shall not attempt repairs unless authorised in writing by DSSL.

5.7 Equipment must be returned in the same condition supplied, excluding reasonable wear and tear.

## 6. Client Responsibilities

6.1 The Client is responsible for ensuring that:

- The venue is safe and suitable for the Services;
- Adequate power supplies are available;
- Loading access is available as agreed;
- Rigging points and structures are certified where required;
- Necessary permits, licences, permissions, and venue approvals are obtained.

6.2 The Client shall ensure that all persons at the Event comply with relevant safety instructions provided by DSSL.

6.3 DSSL reserves the right to suspend work where conditions are deemed unsafe.

6.4 The Client is responsible for obtaining any required music licences, performance licences, radio licences, or broadcast permissions.

## 7. Client-Supplied Equipment

7.1 DSSL accepts no responsibility whatsoever for:

- Failure or malfunction of Client Equipment;
- Incompatibility between Client Equipment and DSSL systems;
- Loss of data or programming on Client Equipment;
- Event disruption caused by Client Equipment;
- Damage resulting from defective or improperly maintained Client Equipment.

7.2 Any Equipment supplied by the Client is used entirely at the Client's own risk.

7.3 DSSL shall not be liable for delays, cancellations, interruptions, or performance issues arising from:

- Third-party equipment failures;

- Venue infrastructure failures;
- Power irregularities;
- Internet or networking issues;
- Supplier failures;
- Force majeure events.

7.4 The Client warrants that all Client Equipment is safe, compliant, tested, and fit for purpose.

## 8. Limitation of Liability

8.1 DSSL shall use reasonable skill and care in the provision of Services.

8.2 DSSL shall not be liable for:

- Loss of profits;
- Loss of revenue;
- Loss of business;
- Loss of contracts;
- Reputational damage;
- Consequential or indirect losses;
- Event cancellation costs;
- Refunds payable to ticket holders, sponsors, or attendees.

8.3 DSSL's total aggregate liability, whether arising in contract, negligence, breach of statutory duty, or otherwise, shall not exceed the total fees paid by the Client under the relevant contract.

8.4 DSSL shall not be liable for any failure to perform caused by circumstances beyond its reasonable control, including but not limited to:

- Adverse weather;
- Power outages;
- Internet failures;
- Venue restrictions;
- Transport delays;
- Supplier shortages;
- Acts of God;
- Fire, flood, or storm;
- Government restrictions;
- Industrial disputes;
- Illness or unavailability of crew.

8.5 Nothing in these Terms shall exclude liability for:

- Death or personal injury caused by negligence;
- Fraud or fraudulent misrepresentation;
- Any liability which cannot legally be excluded.

## 9. Insurance

9.1 The Client is responsible for ensuring that suitable insurance is in place for:

- Public liability;
- Event cancellation;
- Client Equipment;
- Personnel;
- Venue requirements.

9.2 DSSL strongly recommends that the Client obtains comprehensive Event cancellation insurance.

9.3 Where Equipment is left unattended without DSSL personnel present, the Client shall remain fully responsible for all loss or damage.

## 10. Health and Safety

10.1 DSSL reserves the right to refuse any request that may compromise health and safety.

10.2 The Client shall not interfere with any safety systems, rigging, power systems, barriers, or technical installations.

10.3 DSSL may stop the Event or remove Equipment where unsafe conditions exist.

10.4 The Client shall ensure all venue staff, contractors, and attendees comply with applicable health and safety regulations.

## 11. Overtime and Additional Charges

11.1 Additional charges may apply for:

- Delayed access;
- Extended operating hours;
- Late finishes;
- Additional rehearsals;
- Schedule overruns;
- Additional crew requests;
- Venue-related delays.

11.2 Waiting time caused by the Client or venue may be charged at DSSL's standard hourly rates.

## 12. Intellectual Property

12.1 Any lighting designs, show files, programming, CAD drawings, patch sheets, network configurations, visuals, documentation, or creative content produced by DSSL remain the intellectual property of DSSL unless otherwise agreed in writing.

12.2 The Client shall not reproduce, distribute, or commercially use DSSL intellectual property without written consent.

## 13. Termination

13.1 DSSL reserves the right to terminate the agreement immediately where:

- Payment terms are breached;
- Unsafe conditions exist;
- The Client breaches these Terms;
- Abusive or threatening behaviour occurs toward DSSL personnel.

13.2 Upon termination, all outstanding sums become immediately payable.

## 14. Force Majeure

14.1 DSSL shall not be considered in breach of contract where performance is prevented or delayed by circumstances outside its reasonable control.

14.2 Such circumstances include, but are not limited to:

- Severe weather;
- Pandemic or epidemic;
- Government action;
- Industrial action;
- Terrorism;
- Utility failures;
- Venue closure.

## 15. Data Protection

15.1 DSSL shall process personal data in accordance with applicable UK data protection legislation.

15.2 Client data shall only be used for operational, contractual, and accounting purposes.

## 16. Acceptance

By accepting a quotation, issuing a purchase order, signing a contract, paying a deposit, or permitting DSSL to commence work, the Client confirms acceptance of these Terms and Conditions.

## DS Sound and Lighting (DSSL)

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