

Terms and Conditions

Silent Conference is a trading name of Headphone Revolution Limited
Registered in England
Registered Address: 1 Endle Street, Southampton, SO14 5FZ
Registered company number: 07071651
VAT registration Number: 984 753 761

Unless specified otherwise, all agreements are governed by UK law and are under the jurisdiction of the UK courts.

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Data Submitted by You

You warrant that you have taken all reasonable precautions to ensure that any data you submit to this website is true and accurate and free from viruses or anything else which may have a contaminating or destructive effect on any part of this website or any other technology owned/operated by Silent Conference and Headphone Revolution Limited.

Access to this Website and Content

We will endeavour to allow uninterrupted access to this website, but access to the website may be suspended, restricted or terminated at any time.

We reserve the right to change, modify, substitute, suspend or remove without notice any information or service on this website from time to time.

We assume no responsibility for the content or services of any other websites to or from which this website has links.

Security and Privacy

We have made every effort to ensure we protect your personal information. Here you will find information on how we protect your security and privacy, information on ordering with us and assurances about credit and debit details.

Cookies

Some of our web pages utilise “cookies” and other tracking technologies. A “cookie” is a small text file that may be used, for example, to collect information about web site activity. Some cookies and other technologies may serve to recall Personal Information previously indicated by a web user. Most browsers allow you to control cookies, including whether or not to accept them and how to remove them.

You may set most browsers to notify you if you receive a cookie or you may choose to block cookies with your browser.

Tracking technologies may record information such as Internet domain and host names; Internet protocol (IP) addresses; browser software and operating system types; clickstream patterns; and dates and times that our site is accessed. Our use of cookies and other tracking technologies allows us to improve our web site and your web experience. We may also analyse information that does not contain Personal Information for trends and statistics.

To protect your privacy, we have adopted the following principles:

NOTICE

Where Silent Conference collects Personal Information on the web, we intend to post a purpose statement that explains why Personal Information will be collected and whether we plan to share such Personal Information outside of Silent Conference or those working on our behalf. Silent Conference does not intend to transfer Personal Information without your consent to third parties who are not bound to act on our behalf unless such transfer is legally required.

Choice You may choose whether or not to provide Personal Information to Silent Conference. The notice we intend to provide where we collect Personal Information on the web should help you to make this choice.

If you chose to have a relationship with Silent Conference, such as a contractual or other business relationship or partnership, we will naturally continue to contact you in connection with that business relationship.

Our Policy

This privacy information was last updated on June 2018. We are committed to protecting the information we collect from you, which we use to enhance your experience of using our services and to provide you with the services you request from us.

We also outline the security measures we take to protect your details once you have given them to us. You can then make informed choices about the personal information you provide on this site.

When you buy services from us we record your details: we record your name and address, your email and your telephone number.

We need these details so we can

- Be certain that any orders you have placed can be processed to completion.
- Deal with any financial/ order queries.

We do not share your information with any other third parties.

We do not store your financial details. This includes personal card details or other financial information.

We do require that wherever possible this information is kept accurate and up to date. Should you require the removal of information or alteration please email us on the details at the bottom of this page.

We generally contact our clients either by email or telephone. We observe the rules governing unsolicited communications by the TPS and other bodies that regulate the way in which we can contact you. You can choose the way in which we contact you.

Should you wish to contact us then please use the details at the bottom of this page.

All your details are stored in our secured server which can only be accessed by authorised personnel permitted to have access to this data. All data is backed up daily to our remote secure server offsite.

In the event of unauthorised use of your credit or debit card, most card issuers either cover all of the charges, or may limit your liability to £50. In the event of unauthorised use of your credit or debit card, you must notify your card provider in accordance with its reporting rules and procedures.

General Terms and Conditions

This is an important section of the site explaining the terms and conditions you are agreeing to when you use and/or shop from the Silent Conference website.

Unless otherwise specified, the materials on this website are directed solely at consumers who access this website from Silent Conference United Kingdom, Silent Conference USA, Silent Conference Germany, Silent Conference Austria and Headphone Conference Australia. Headphone Revolution Limited does not represent that any product referred to in the materials on this website is appropriate for use, or available, in other locations. Those who choose to access this site from other locations are responsible for compliance with local laws if and to the extent local laws are applicable.

Any contract between us, whether for use of the site or in relation to the purchase of products or services through the site will be governed by the laws of England and Wales and all parties submit to the non-exclusive jurisdiction of the English Courts.

Any contract will be communicated in English.

We have taken every care in the preparation of the content of this website, however we cannot guarantee uninterrupted and totally reliable access to this website, and so therefore cannot guarantee that the information will always be completely up to date and free of mistakes. To the extent permitted by applicable law, Headphone Revolution Limited disclaim all warranties; express or implied, as to the accuracy of the information contained in any of the materials on this website and will accept no liability for any loss or damage arising as a result of problems with access.

Headphone Revolution Limited shall not be liable to any person for any loss or damage, which may arise from the use of any of the information contained in any of the materials on this website.

Headphone Revolution Limited shall not be liable to any person for any loss or damage which might arise as a result of cancellation or postponement of any service or product.

Headphone Revolution Limited shall not be liable to any person for any loss or damage which might arise as a result of the customer's use of their own computer equipment.

Certain (hypertext) links in this site may lead to other websites, which are not under the control of Silent Conference or Headphone Revolution Limited. When you activate any of these you will leave the Silent Conference website and Headphone Revolution Limited has no control over and will accept no responsibility or liability for the material on any website which is not under the control of Headphone Revolution Limited.

The exclusions of liability set out in these terms and conditions shall not apply to any damages arising from death or personal injury caused by the negligence of Headphone Revolution Limited, or any of their employees or agents.

These terms and conditions shall be governed by and construed in accordance with English Law. If any provision of these terms and conditions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

Headphone Revolution Limited reserves the right to alter these terms and conditions at any time without prior notification by posting new terms and conditions on this website.

Silent Conference Terms and Conditions

You (The Client) are entering into an agreement with Silent Conference (SC). These are our terms and conditions of service that you are agreeing to by using

our services. They set out what you can expect from Silent Conference, and what is expected from you.

Booking

01. Booking with Silent Conference constitutes an offer to purchase their services in accordance with these conditions. The Client shall ensure that the terms, dates and quantities in the booking are complete and accurate.

02. For the avoidance of doubt, the Clients standard terms and conditions shall not govern the contract and are excluded from the purchase of Silent Conference services.

03. Contract terms are applicable on receipt of a signed and dated Silent Conference Event Partnership agreement sent via. Email or physically delivered.

Service

04. Silent Conference shall use reasonable endeavours to supply the service on the event dates required.

05. The Silent Conference solution supplied shall be sourced by one of our account managers, in the event of them being unavailable we shall guarantee that a suitably qualified person shall be appointed.

06. Silent Conference reserve the right to make any changes to the service which are necessary to comply with health and safety laws and requirements. SC will always notify The Client if there are any changes.

07. Silent Conference are not liable for any equipment that is not part of the services offered. It is the Clients responsibility to ensure that all other equipment to host their conference is supplied on the dates necessary.

Deposit

08. Upon completion of the Client Partnership Guide by The Client, a (non-refundable) deposit of 20% of the total sum shall be paid to Silent Conference 7 days after accepting the contract to secure the booking.

09. If The Client wishes to cancel their booking within 14 days of returning the Event Partnership Agreement to Silent Conference they shall receive a full refund on their deposit.

10. After the 14 day period The Client's budget is non-refundable if they wish to cancel their event.

Headphone and transmitter numbers

11. The Client shall receive the number of headphones stated in the Client Partnership Agreement, these are always counted and weighed by our quality assurance team before being sent to The Client.

12. It is The Client's responsibility to check their order is correct and contact Silent Conference as soon as possible. In the event of not receiving the amount specified, SC shall do everything within our power rectify the error and to supply The Client with the amount specified PROVIDING The Client had given suitable notice to SC.

Headphones and transmitters

Standard headphones

13. In the case of The Client opting for standard headphones and transmitters they shall be able to access 3 standard channels set to 3 frequencies.

14. Silent Conference are not responsible for any interference received on the standard open radio frequencies. Liability is with The Client and the solution they have agreed to.

15. If The Client opts for the professional headphones and transmitter, radio interference shall not occur as The Clients

equipment supplied shall be programmed by SC engineers to receive the licensed radio frequency.

Loss or damage of equipment

16. You undertake the agreement to treat the equipment well and return it in the condition provided.

17. You undertake to store the equipment securely, and be responsible for it and the way it is used until collection.

Loss or damage:

18 i) You are advised to check and count the quantity of equipment prior to collection, and advise us of the number by email. We are not able to engage in disputes about quantities where this step has not been followed. SC's quality check count record shall be the basis of our inventory check. Our decision regarding missing equipment and discrepancies is final unless discrepancies have been reported at least 4 hours before your event.

- ii) The Client ensures the equipment is packaged well and sealed in containers provided prior to the return.

- iii) If any headphones or other equipment are missing or severely damaged (unrepairable), The Client agrees to compensate Silent Conference at the following rates: professional headphones

£35+VAT each; Donkey Transmitters £49.99+VAT each; Falcon, Parakeet and Hawk Transmitters £199.99+VAT each; Sennheiser G3 Transmitters £499+VAT each; Charge Packs/Storage Containers £24.99+VAT each.

- iv) In the event of loss or damage (17iii.) Silent Conference will offer a 50% reduction in headphone replacement costs where full settlement is paid within 8 days of the scheduled return/collection date and where the number of missing headphones is fewer than 10 or 10% of total order (the greater quantity applies).

- v) In the event of SC experiencing loss of revenue - where headphones are missing/irreparable and the account is not settled within 8 days as per 14 an additional hire charge of £5 per item per week or part week will be applied until the account is settled.

- vi) Where headphones are deemed as lost and paid for, but returned more than 30 days after the event no refund will apply in respect of any fees already paid.

Cancellations

The client

19. Terms and Conditions for cancelling your Silent Conference event.

i) The Client reserves the right to cancel their Silent Conference order. SC must receive your cancellation as an email or written communication on headed paper.

- If cancellation is received by Silent Conference within 14 days of receiving the Event Partnership Contract, The Clients full deposit shall be refunded.

- If cancellation is received by Silent Conference within 28 days of The Clients event. A cancellation fee of 50% (of the total bill) is required.

- If cancellation is received by Silent Conference within 14 days of The Clients event. A cancellation fee of 100% (of the total bill) is required.

On termination of the agreement by The Client for any reason, The Client must pay the cancellation charge within 14 days of SC acknowledgement of cancellation.

Silent Conference

20. Silent Conference reserves the right to cancel the Service (or any part of it) if:

- The Client breached any of its duties or obligations under the contract;

- An administrator is appointed to the The Client in the event of liquidation or receivership of the client;

- Silent Conference is not satisfied by The Clients credit status.

- In the opinion of SC, the event might prejudice or damage the reputation of Silent Conference.

- Silent Conference have not received a signed and dated Event Partnership Agreement.

Payment

21. The Client shall be invoiced 20% for the deposit on receipt of this agreement. Silent Conference will cancel any booking if the deposit is not received within 21 days of receiving the deposit invoice.

22. The Client shall then receive the final invoice for the remaining balance (20%). The Client is required to do this 21 days after receiving the final invoice.

23. The Client undertakes to pay all monies due within 28 days of their event.

24. SC want your event to be a success, and for you to have a good experience working with us. We undertake to be fair and reasonable, contactable and helpful.

25. SC undertakes to provide you with the equipment you have booked, in working order (with spares) on the date(s) you have agreed with us.

26. All orders should be thoroughly checked when received, we insist that audio engineers familiarise themselves with the products and set up before the event.

- SC engineers check and maintain all equipment thoroughly, but in the eventuality that damage occurs in transit or dispatch, you will not be charged for any equipment that doesn't work on arrival. Providing you report this to us immediately, before the start of your event, and clearly mark/ state your affected equipment before returning.

- In the event that you do not familiarise yourself with our system and test it before your event please be aware that our scope for assisting you is more limited and we cannot offer a refund in these circumstances.

27. In the event of equipment variation or failure, provided your event can still take place with the equipment supplied this agreement remains intact.

28. SC supplies and hosts many events in a variety of locations; SC is happy to advise you and demonstrate our equipment in advance, such that you may check coverage range, audio connection, interference or any requirements specific to your event. It is the Client's responsibility to ensure that the equipment supplied is suitable for the Client's specific purposes.

29. SC will always do everything reasonably possible to honour your booking. In the unlikely event we have to cancel or vary your booking, howsoever caused, the maximum liability of SC will be the return of any fees paid in lieu of unused equipment.

Collections

30) Collections

i) It is the customer's responsibility to ensure that headphones are collected as agreed and scheduled, even if to be collected from a third party for example left in venue or exhibition hall.

ii) An additional day's hire charge will be applied for every day that collection is delayed as a result of missed collection.

31) In the event of a major incident affecting the headphones including, but not limited to: fire, theft and flood, please inform us as soon as possible as this may affect future bookings. You must also inform your insurance company, relevant authorities such as the police, and provide us with this information.

32) SC reserves the right to claim for any other losses resulting from unreasonable loss or damage, or major incidents, including, but not limited to, time and expense, and loss of revenue.

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Price Information

Silent Conference does not supply pricing information online. To get a quote based on your event needs please contact hello@silentconference.com or fill in

the relevant forms on the website. Prices are subject to change at any time without notification. All prices exclude VAT where appropriate.

Queries

If you have any questions about our service or other policies contained in this document or indeed about anything then simply ring us or email us hello@silentconference.com.

Our Details

Silent Conference is a trading name of Headphone Revolution Ltd. registration number: 07071651. The registered address and head office is: Headphone Revolution Limited, 1 Endle Street, Southampton, SO14 5FZ. Website address is www.silentconference.com