



EVENT SPECIALISTS LIMITED - TERMS AND CONDITIONS

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF *CLAUSE 13* (LIMITATION OF LIABILITY).

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 9.

Commencement Date: has the meaning given in clause 2.2.

Company: Event Specialists Limited registered in England and Wales with company number 06353764

Company Materials: has the meaning set out in clause 8.1(h).

Conditions: these terms and conditions as amended from time to time in accordance with clause 16.4.

Contract: the contract between the Company and the Customer for the supply of Services and/or hire of Equipment in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures: as defined in the Data Protection Legislation.

Customer: the person or firm who purchases Services from the Company.

Customer Default: has the meaning set out in clause 8.2.



Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Deliverables: the deliverables set out in the Quotation or such deliverables as are produced by the Company for the Customer in the course of the Services.

Delivery: the transfer of physical possession of the Equipment to the Customer.

Equipment: the items of equipment set out in the Order, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for Services as set out in the Customer's purchase order form, the Customer's written acceptance of a Quotation by the Company, or overleaf, as the case may be.

Payment Schedule: the payment schedule set out in the Quotation and Confirmation which sets out the sums payable for the hire of Equipment under this Contract.

Quotation: a quotation prepared by the Company for the supply of the Services and/or hire of the Equipment.

Rental Payments: the payments made by or on behalf of Customer for hire of the Equipment.

Rental Period: the period of hire as defined in clause 4.3.



Services: the services, including the Deliverables, supplied by the Company to the Customer as set out in the Specification.

Specification: the description or specification of the Services in the Quotation (if any).

Total Loss: the Equipment is, in the Company's reasonable opinion, damaged beyond repair, lost, stolen, seized or confiscated.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) (**GDPR**); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes email.

2. Basis of Contract

- 2.1 The Order constitutes an offer by the Customer to purchase Services and/or hire Equipment in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order (**Confirmation**) at which point and on which date the Contract shall come into existence (**Commencement Date**).



- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Company, and any descriptions or illustrations contained in the Company's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services and/or Equipment described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation given by the Company shall not constitute an offer, and is only valid for a period of 90 days from its date of issue.

3. Supply of Services

- 3.1 The Company shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 3.2 The Company shall use all reasonable endeavours to meet any performance dates specified in the Quotation, Order and/or Confirmation, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Company reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services.
- 3.4 The Company warrants to the Customer that the Services will be provided using reasonable care and skill.

4. Equipment Hire

- 4.1 The Company shall hire the Equipment to the Customer subject to these Conditions.



4.2 The Company shall not, other than in the exercise of its rights under the Contract or applicable law, interfere with the Customer's quiet possession of the Equipment.

4.3 The rental period starts when the Equipment is delivered to (or made available for collection by the Customer or its agent) and shall continue for so long as stated in the Quotation and/or Confirmation unless this Contract is terminated earlier in accordance with its terms (**Rental Period**).

5. **Delivery and installation**

5.1 Delivery of the Equipment shall be made by the Company unless the parties have agreed that the Customer will collect the Equipment from the Company's premises in which case the Customer (or its agents) shall collect the Equipment. The Company shall use all reasonable endeavours to effect Delivery (or make the Equipment available for collection) by the date and time agreed between the parties, but time shall not be of the essence. Title and risk shall transfer in accordance with clause 6.

5.2 Where the Company does not install the Equipment, the Customer shall procure that a duly authorised representative of the Customer shall be present at the Delivery of the Equipment. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by the Company, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.

5.3 Where the Company installs the Equipment, the Company shall at the Customer's expense install the Equipment at the premises requested by the Customer and agreed to by the Company. The Customer shall procure that a duly authorised representative of the Customer shall be present at the installation of the Equipment. Acceptance by such representative of installation shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection).



If required by the Company, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.

- 5.4 In the case of collection of the Equipment by the Customer, the Customer shall procure that a duly authorised representative of the Customer shall be present at the collection of the Equipment. Acceptance of the Equipment by such representative shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by the Company, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.
- 5.5 To facilitate Delivery and installation, the Customer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Delivery and installation to be carried out safely and expeditiously.

6. Title, Risk and Insurance

- 6.1 The Equipment shall at all times remain the property of the Company, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this Contract).
- 6.2 The risk of loss, theft, damage or destruction of Equipment which is not installed by the Company shall pass to the Customer on Delivery. Such Equipment shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Customer (**Risk Period**) until such time as the Equipment is redelivered to the Company.
- 6.3 Where the Company has installed the Equipment, risk shall remain with the Company and the Company shall obtain and maintain insurance of the Equipment. If the Equipment is lost or damaged due to the fault of the Customer (or its employees, agents, contractors, subcontractors or representatives) the Company shall charge the Customer for the excess the Company must pay under its policy of insurance.



- 6.4 Where the Company has not installed the Equipment, the Customer shall during the Rental Period and the Risk Period, at its own expense, obtain and maintain the following insurances:
- (a) insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Company may from time to time nominate in writing;
 - (b) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Company may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and
 - (c) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Company may from time to time consider reasonably necessary and advise to the Customer.
- 6.5 Where the Customer effects insurance pursuant to clause 6.4, all such insurance policies procured by the Customer shall be endorsed to provide the Company with at least twenty (20) Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon the Company's request name the Company on the policies as a loss payee in relation to any claim relating to the Equipment. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.
- 6.6 The Customer shall give immediate written notice to the Company in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.
- 6.7 If the Customer notifies the Company that it is not insuring the Equipment pursuant to clause 6.4 or if the Customer fails to effect or maintain any of the insurances required under this Contract, the Company shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.



6.8 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Company and proof of premium payment to the Company to confirm the insurance arrangements.

7. Warranty

7.1 The Company warrants that the Equipment shall substantially conform to its specification (as made available by the Company), be of satisfactory quality and fit for any purpose held out by the Company. The Company shall use all reasonable endeavours to repair, free of charge, any material defect in the equipment which manifests itself during the Rental Period, or the Company will provide a free of charge replacement of the relevant Equipment, provided that:

- (a) the Customer notifies the Company of any defect immediately following the defect occurring or of becoming aware of the defect;
- (b) the Company is permitted to make a full examination of the alleged defect;
- (c) the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Company's authorised personnel;
- (d) the defect did not arise out of any information, design or any other assistance supplied or furnished by the Customer or on its behalf; and
- (e) the defect is directly attributable to defective material, workmanship or design.

7.2 If after inspection by the Company the Company discovers that the defect arose due to the fault of the Customer, the Company reserves the right to charge the Customer for the costs of the repair or replacement of the returned Equipment.

8. Customer's Obligations

8.1 The Customer shall:

- (a) ensure that the terms of the Order are complete and accurate;



- (b) co-operate with the Company in all matters relating to the Services and/or hire of the Equipment;
- (c) provide the Company, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation or such other premises and other facilities as reasonably required by the Company;
- (d) provide the Company with such information and materials as the Company may reasonably require in order to supply the Services and/or hire of the Equipment, and ensure that such information is complete and accurate in all material respects;
- (e) prepare the Customer's premises (or such other premises where the Customer requests the Services to be performed and which the Company has agreed to) for the supply of the Services;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services and/or hire of the Equipment before the date on which the Services or hire of the Equipment (as applicable) are to start;
- (g) comply with all applicable laws, including health and safety laws;
- (h) save in respect of the Equipment, keep all materials, equipment, documents and other property of the Company (**Company Materials**) at the Customer's premises (or such other premises where the Customer requests the Services to be performed and which the Company has agreed to) in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation;
- (i) comply with any additional obligations as set out in the Specification;
- (j) ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions;



- (k) take such steps (including compliance with all safety and usage instructions provided by the Company) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- (l) maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on Delivery (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;
- (m) make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of the Company. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in the Company immediately upon installation;
- (n) keep the Company fully informed of all material matters relating to the Equipment;
- (o) permit the Company or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
- (p) not, without the prior written consent of the Company, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- (q) not without the prior written consent of the Company, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify the



Company against all losses, costs or expenses incurred as a result of such affixation or removal;

- (r) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Company in the Equipment and, where the Equipment has become affixed to any land or building, the Customer must take all necessary steps to ensure that the Company may enter such land or building and recover the Equipment both during the term of this Contract and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of the Company of any rights such person may have or acquire in the Equipment and a right for the Company to enter onto such land or building to remove the Equipment;
- (s) not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Customer shall notify the Company and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment

and shall indemnify the Company on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- (t) not use the Equipment for any unlawful purpose;
- (u) ensure that at all times the Equipment remains identifiable as being the Company's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
- (v) deliver up the Equipment at the end of the Rental Period or on earlier termination of this Contract at such address as the Company requires, or if necessary allow the Company or its representatives access to any premises where the Equipment is located for the purpose of removing the Equipment; and
- (w) not do or permit to be done anything which could invalidate the insurances referred to in clause 6.



- 8.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- (a) without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services and/or hire of the Equipment until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
 - (b) the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 8.2; and
 - (c) the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

9. Charges and payment

- 9.1 The Charges for the Services shall be calculated on a time and materials basis:
- (a) the Charges shall be calculated in accordance with the Company's daily fee rates, as set out in the Order;
 - (b) the Company's daily fee rates for each individual are calculated on the basis of an twelve-hour day;
 - (c) the Company shall be entitled to charge an overtime rate of 50% of the daily fee rate on a pro-rata basis for each four hour period (or part four hour period if not a full four hour period) worked by individuals whom it engages on the Services outside the number of hours referred to in clause 9.1(b); and
 - (d) the Company shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Company engages in connection with the Services



including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Company for the performance of the Services, and for the cost of any materials.

- 9.2 The Customer shall pay the Rental Payments to the Company in accordance with the Payment Schedule. The Rental Payments shall be paid in the currency stated in the Confirmation and in full and in cleared funds to a bank account nominated in writing by the Company and time for payment shall be the essence of the Contract.
- 9.3 Unless otherwise agreed in writing by the Company, the Rental Payments are exclusive of costs and charges relating to delivery, transportation, packaging and (where relevant) insurance of the Equipment, which shall be invoiced to the Customer separately.
- 9.4 In the event that the Equipment remains in possession of the Customer following the end of the Rental Period, the Customer shall pay the Company a daily sum at the same rate per day as the Rental Payments due during the Rental Period for the continued use of the Equipment and until the Equipment is delivered up to the Company in accordance with this Contract. This clause 9.4 shall not confer on the Customer any right to the continued use or possession of the Equipment beyond the Rental Period.
- 9.5 The Company shall invoice the Customer on completion of the Services in respect of the Services.
- 9.6 The Customer shall pay each invoice submitted by the Company:
- (a) within 30 days of the date of the invoice or in accordance with any credit terms agreed by the Company and confirmed in writing to the Customer; and
 - (b) in full and in cleared funds to a bank account nominated in writing by the Company, and time for payment shall be of the essence of the Contract.
- 9.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT



purposes is made under the Contract by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services or hire of Equipment at the same time as payment is due for the supply of the Services or hire of Equipment (as relevant).

9.8 If the Customer fails to make a payment due to the Company under the Contract by the due date, then, without limiting the Company's remedies under clause 8.2, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.8 will accrue each day at 8% a year above National Westminster Bank plc's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.

9.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. Intellectual Property Rights

10.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Company.

10.2 The Company grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business.

10.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 10.2.

10.4 The Customer grants the Company a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Company for the term of the Contract for the purpose of providing the Services to the Customer.



11. Data protection

- 11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 11, **Applicable Laws** means (for so long as and to the extent that they apply to the Company) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.
- 11.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Company is the processor.
- 11.3 The Order shall set out the nature, purpose and scope of processing by the Company, the duration of the processing and the types of personal data and categories of data subject.
- 11.4 The Customer will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the personal data to the Company for the duration and purposes of the Contract.
- 11.5 The Company shall, in relation to any personal data processed in connection with the performance by the Company of its obligations under the Contract:
- (a) process that personal data only on the documented written instructions of the Customer (which for the avoidance of doubt includes this Contract, the terms of the Order and any agreed quotation) unless the Company is required by Applicable Laws to otherwise process that personal data. Where the Company is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Company shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Company from so notifying the Customer;



- (b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include those listed in Article 32 GDPR);
- (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
- (d) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Company has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (iv) the Company complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
- (e) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a personal data breach;



- (g) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the Contract unless required by Applicable Law to store the personal data;
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 11;
- (i) immediately inform the Customer if, in the opinion of the Company, an instruction infringes the Data Protection Legislation; and
- (j) allow one audit per calendar year by the Customer or the Customer's designated auditors on at least 15 Business Days' notice, and subject to the Company first receiving acceptable confidentiality undertakings from the Customer and/or the Customer's designated auditor.

11.6 The Customer consents to the Company appointing Dropbox (and for the purposes of clause 11.5(d) consents to the transfer of personal data outside of the European Economic Area to Dropbox), the Company's freelancers and suppliers from time to time and the Company's IT and services providers as third party processors of Personal Data under the Contract. The Company confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement which includes those clauses required by Article 28(3) GDPR (but which for the avoidance of doubt may not be back to back with this Contract). In the event that the Company wishes to appoint or change third party processors, it shall provide notice to the Customer regarding the same. The Customer shall have 10 Business Days from the date of the notice to object to such changes on reasonable grounds. If the Customer objects on reasonable grounds, the Company and the Customer will work together to find a reasonable alternative solution. If a reasonable alternative solution cannot be found or agreed upon within 10 Business Days of the date of the objection, the Company may terminate only those Services which cannot be supplied without the third party processor and the Company shall not be liable to the Customer in respect of such termination. If no objection is received from the Customer within 10 Business Days of the date of the notice, the Customer shall be deemed to approve such



changes. As between the Customer and the Company, the Company shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this clause 11.

11.7 In the event that the Customer processes Personal Data as processor for which the Company is the controller then:

- (a) the provisions of clause 11.5 shall apply to such processing, save that in those clauses references to “the Company” shall be read as “the Customer” and references to “the Customer” shall be read as “the Company”; and
- (b) the Customer will obtain the prior written consent of the Company before appointing, changing or replacing any third party processor of Personal Data and:
 - (i) will ensure that it has entered or (as the case may be) will enter with the third party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 11.7; and
 - (ii) as between the Company and the Customer, the Customer shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this clause 11.7.

12. Indemnity

12.1 The Customer acknowledges that the Company shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer undertakes to indemnify the Company on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of this Contract.

12.2 The Customer undertakes to indemnify the Company on demand against all losses, liabilities, claims, damages, costs or expenses of whatever nature arising out of or in connection with the



Customer's use of the Equipment (other than death or personal injury resulting from the negligence of the Company, its employees, contractors or agents).

13. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

13.1 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

13.2 Subject to clause 13.1, the Company's total liability to the Customer shall not exceed the total sums payable under the Contract in respect of hire of Equipment and/or supply of Services. The Supplier's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

13.3 The Company shall have no liability for the following types of loss:

- (a) Loss of profits
- (b) Loss of sales or business.
- (c) Loss of agreements or contracts.
- (d) Loss of anticipated savings.
- (e) Loss of use or corruption of software, data or information.
- (f) Loss of or damage to goodwill.
- (g) Indirect or consequential loss.

13.4 The Company has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and



5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

13.5 This Contract sets forth the full extent of the Company's obligations and liabilities in respect of the Equipment and its hiring to the Customer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Company except as specifically stated in this Contract. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within this Contract, whether by statute, common law or otherwise, is expressly excluded.

13.6 This clause 13 shall survive termination of the Contract.

14. TERMINATION

14.1 Without affecting any other right or remedy available to it, the Company may terminate a Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under such Contract or pursuant to an invoice on the due date for payment;
- (b) the Customer commits a material breach of any other term of such Contract (including these Terms and Conditions and any applicable Agreement) which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 days after being notified to do so;
- (c) the Customer repeatedly breaches any of the terms of such Contract (including these Terms and Conditions and any applicable Agreement) in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of such Contract;
- (d) due to the Customer's default, Hired Equipment is, in the Company's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated; or
- (e) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14.2 Without affecting any other right or remedy available to it, either party may terminate a Contract with immediate effect by giving written notice to the other party if:



- (a) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies or the solvent reconstruction of that party;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company);
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- (e) the holder of a qualifying floating charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (g) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; or
- (h) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in section 14.2.1 to section 14.2.7 (inclusive).

14.3 Upon termination of a Contract, however caused:

- (a) The Company's consent to the Customer's possession of Hired Equipment shall terminate and the Company may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Hired Equipment, or Purchased Equipment which has not been paid for in full and for this purpose may enter the Site or any premises at which the Equipment is located; and
- (b) without prejudice to any other rights or remedies of the Customer, the Customer shall pay to the Company on demand:



- (i) all sums due but unpaid at the date of such demand together with any interest accrued;
- (ii) any costs and expenses incurred by the Company in recovering the Equipment and/or in collecting any sums due under such Contract (including any storage, insurance, repair, transport, legal and remarketing costs).

15. FORCE MAJEURE

- 15.1 For the purposes of these Terms and Conditions, “Force Majeure Event” means an event beyond the reasonable control of the Company including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, pandemic, epidemic riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 15.2 The company shall not be liable for delay in performing or failing to perform any obligation under a Contract (including these Terms and Conditions and any applicable Agreement) if any such delay or failure results from a Force Majeure Event.
- 15.3 The Company’s obligations for completion of a Contract will be suspended for the duration of a Force Majeure Event. Should the Company be unable to resume its obligations before the Open Period of the Event, the Company and the Customer shall, without limiting its other rights or remedies, have the right to terminate such Contract immediately by giving written notice to the other party. All costs incurred by the Company in connection with such Contract up to that point will remain the liability of the Customer.
- 15.4 If the Company is unable to provide all or any of the Equipment and/or Services ordered by the Customer under a Contract during the whole or part of the Duration of the Event as a result of a Force Majeure Event, the Company’s liability shall be limited to the return of a corresponding proportion of the monies paid by the Customer for such Services which were not delivered or provided and the Company shall not be liable to the Customer for any loss or consequential costs.

16. General

- 16.1 **Assignment and other dealings.**



- (a) The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Company.

16.2 Confidentiality.

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 16.2(b).
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause (b); and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

16.3 Entire Agreement.

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.



- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.
- 16.4 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 16.5 **No partnership or agency.** Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 16.6 **Further assurance.** Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Contract.
- 16.7 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.8 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-



provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

16.9 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email in the case of the Company to hello@eventspecialistsltd.com or in the case of the Customer to any email address supplied to the Company by the Customer or any email address from which the Customer has contacted the Company.

- (b) Any notice or communication shall be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 16.9(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.



16.10 Third Party Rights.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

16.11 Rights and Remedies. Except as expressly provided in this Contract, the rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

16.12 Governing Law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

16.13 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.