

Terms and Conditions of Business

Stage Engage Limited
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FORM A - GENERAL TERMS AND CONDITIONS

1. Definitions

In this Agreement:

"We", "Us" or "the Company" refers to Stage Engage Limited, a company registered in England and Wales under registration number 8912763 whose registered office is at Old Wheatley Farm, Pocombe Bridge, Exeter, EX4 2HA.
"You" means any company, partnership or individual who shall enter into any hire agreement with the Company;
"Agreement" means the obligations and duties contained herein and the enclosures annexed hereto;
"Contract" means any agreement between You and the Company which may be defined as a contract under the terms of English law;
"Charges" means those outlined in the enclosure annexed to this Agreement;
"Confidential Information" means all financial, business, technical or other data and all other information (whether written, oral or in electric form or other media) concerning the business affairs of a party that the other party obtains, receives or has access to as a result of the discussions leading up to the entering into or the performance of this Agreement;
"Commencement Date" means the date on which the equipment is delivered to or made available for collection by You;
"Interest" means 4 per cent above the Bank of England base rate (see Clause 6.7 form A)
"Hire Period" means the period of hire specified in the schedule
"Insolvency Act" means the Insolvency Act 1986 or any modification, amendment, consolidation, re-enactment or replacement of it;
"Force majeure" means any event or cause happening to prevent either Party performing its obligations which arise from or is attributable to acts, events, omissions or accident beyond the control of either Party.
"Services" means any services hired by the Company to You, including any replacement or substitute services and all incidental services and additions and renewals;

2. Duration of Agreement

This Agreement shall last until the completion of the agreed service from the date hereof.

3. Entire Agreement

- 3.1 This Agreement constitutes the entire Agreement and understanding between You and The Company and supersedes any previous agreement between You and The Company relating to the subject matter of this Agreement.
- 3.2 Both You and the Company acknowledge and agrees that in entering into the Agreement, it does not rely on and shall have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement as a warranty. The only remedy available to a party for breach of warranty shall be for breach of contract under the terms of this Agreement. Nothing in this clause shall operate to limit or exclude any liability for fraud.
- 3.3 Your booking of The Company's services is deemed acceptance of the terms and conditions of the Agreement and shall apply irrespective of any further standard terms and conditions that may appear on any other form You submit.

4 Our Obligations

- 4.1 We shall, upon payment of agreed deposit pursuant to Clause 6 and receipt of a signed copy of a booking contract, or undertake to perform the following: -
 - 4.1.1 To use our reasonable endeavours to provide You with goods and services for your event/function as per our agreement
 - 4.1.2 to immediately notify You in the event of any change in circumstances (to include but not limited to operation of law) that renders the performance or completion of our obligations under this Agreement temporarily or permanently impossible;
 - 4.1.3 Use our reasonable endeavours to ensure that the equipment is supplied is operational.
- 4.2 In the event that the equipment and/or services, become temporarily un-useable or unavailable (other than as a result of accident, damage, theft or vandalism), We will make available replacement equipment and/or services (not necessarily of the same type and age) as soon as practically possible.

5. Your Obligations

- You warrant that You: -
- 5.1 Will pay all reasonably incurred charges in full and VAT or any similar tax (if applicable) as and when they become payable in accordance with Clause 6 herein

- 5.2 will immediately notify Us in the event of any change in circumstances (to include but not limited to operation of law) that renders the performance or completion of our obligations under this Agreement temporarily or permanently impossible;

6. Payment

- 6.1 You agree to the payment of the deposit (if due or required). Such sum is not refundable within 48 hours of the booking date but shall be deducted from the monies due to Us under Clause 6.2 below;
- 6.2 You agree to pay the total sum as stated in the Booking Contract Form for our services under this Agreement, minus any deposit You have paid and You further agree to pay all reasonable extra charges, in addition to the aforementioned sum, incurred by Us in fulfilling our obligations to You under this Agreement. Such monies shall be paid to The Company as cleared on or before the day of the event/function.
- 6.3 Notwithstanding the generality of the above clause 6.2, with respect to an engineered hire, if the duration of the event/function runs over time by more than 30 minutes, we reserve the right to charge You in accordance with clause 6 of Form C
- 6.4 Any additional equipment/crew/transport ordered after receipt of order confirmation whether in writing or verbally shall incur relevant additional charges as per our normal charging structure (i.e. book rate) which shall, at all times, be payable by You
- 6.5 In the event that We do not receive cleared funds on or before the day of the event/function/hire, We reserve the right not to perform the service, save that this clause 6.5 shall not apply to those customers who have a valid credit account with Us.
- 6.6 We reserve the right to amend, upon giving one month's notice, the price of services supplied in line with market rates for such service and You agree that it is reasonable for Us to do so
- 6.7 Should You fail to make a payment within 7 days of our reasonable demand, You shall pay interest, weekly, less any discount originally included in the booking, thereon.

7. Cancellation

- 7.1 Should You cancel your event/function:-
- 7.1.1 after having formally confirmed the event (i.e. booking confirmation form has been signed and returned, or You have supplied Us with an official purchase order or any other form of written confirmation) then the amount of 15% of the full fee shall become due and payable (less any deposit already paid), immediately, pursuant to Clause 6 herein – unless mutually agreed otherwise.
- 7.1.2 within 48 hours of the date of the booking, the full fee for the event/function shall become due and payable, immediately, pursuant to Clause 6 herein.

8. Liability

- 8.1 Except as provided in this Clause 9, neither party shall be liable to the other, whether in contract, tort or otherwise loss or damages which are:
- a) Not the fault of the other party;
 - b) Indirect and/or not reasonably foreseeable
 - c) Loss of business, profits, savings, revenue, or goodwill whether caused to the other party through any breach of this Agreement or any matter arising under it.
- 8.2 In respect of any liability of The Company it is agreed that this is limited to the Agreed fee to be charged pursuant to Clause 6.2, the Parties, herein, agree that it is reasonable to do so
- 8.3 Neither Party excludes liability for negligent acts or omissions causing death or personal injury to any person.

9. Indemnities

At our discretion, You agree to indemnify Us in respect of all reasonable incidental or extra costs being (to include, but not limited to, any excess payable pursuant to any claim upon our insurance policy, or theft and damage to equipment and damage or liability to Third Parties arising from the performance or part performance of this Agreement).

10. Insurance

- 10.1 We agree to obtain and maintain in force with a reputable Insurance Company, or a Lloyds Underwriter, all necessary insurance policies in which to fulfil our obligations arising under this Agreement.
- 10.2 We shall undertake to do nothing to invalidate such insurance policies and such policies will be at all times, paid up to date during the duration of this agreement.

11. Force Majeure

- 11.1 For the purpose of clarity such acts, events, omissions or accidents are, but are not limited to, acts of God, war, hostilities (whether war declared or not), invasion, act of foreign enemies, terrorism (National and International), sabotage, riot, explosion, storm, flood, disease, or other natural disaster, Governmental control, restrictions or prohibitions or any other Governmental act or omission whether National or international, and industrial disputes of any kind.
- 11.2 If either Party is prevented or delayed in the performance of its obligations under this Agreement by Force majeure, that Party shall immediately or as soon as reasonably practicable, serve notice in writing upon the other Party, specifying the nature and the extent of the circumstances giving rise to the Force majeure and shall, upon giving this notice, suffer no liability in respect of its performance of its obligations under the Agreement, such that the performance of the obligations are prevented by Force majeure, during the continuation of the Force majeure events and for such time after they cease is as necessary for the affected Party, using reasonable endeavours to recommence its performance of its obligations;
- 11.3 Any Party claiming to be prevented from the performance of any of its obligations under this Agreement by reason of Force majeure shall take all reasonable steps as are necessary to bring the Force majeure event to a close or find a solution by which the Agreement may be performed despite the continuance of the Force majeure event.

12. Termination

Either Party shall be entitled to terminate the Agreement without liability by giving notice to the other at any time if: -

- 12.1 That Party breaches any of these Terms and Conditions, provided that the breach is capable of remedy, the Agreement shall not be terminated unless and until the Party in breach shall have failed to remedy the breach within 14 days of such notice;
- 12.2 That Party makes any voluntary arrangements with its Creditors (within the meaning of the Insolvency Act 1986) or (being a Company) becomes subject to an administration order, goes into liquidation (otherwise for the purpose of amalgamation or reconstruction) or (being an individual) becomes bankrupt; or any Third Party takes possession or a receiver is appointed, over any of the property or assets of the other Party;
- 12.3 That Party ceases, or threatens to cease, to carry on business; or
- 12.4 That Party is affected by a Force majeure event as detailed in Clause 13 of this Agreement; or
- 12.5 If that Party reasonably apprehends that any of the events mentioned above is about to occur in relation to the other Party and notifies the other Party accordingly.
- 12.6 Termination of this Agreement or any part thereof shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuation in force of any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after such termination.

13. Severability

This Agreement is severable in that if any provision of this Agreement is determined to be illegal or unenforceable by any Court of competent jurisdiction, such provision shall be deemed to have been deleted without affecting the remaining provisions of this Agreement.

14. Waiver

Any delay or failure to exercise a right or remedy arising under this Agreement or by operation of law does not constitute a waiver of the right or remedy or waiver of any other right or remedy. A waiver of a breach of terms or of default under this Agreement does not constitute a waiver of any other breach or default and shall not affect any other terms contained in this Agreement. Any such waiver of a breach or default under this Agreement shall not prevent a Party from subsequently requiring compliance with the waived obligation. The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies arising under law.

15. Contracts (Rights of Third Parties) Act 1999

Both Parties hereby acknowledge and agree to contract out of the Contracts (Rights of Third Parties) Act 1999, and that any rights arising from the said Act in respect of any Third Parties are void and shall have no application to this Agreement.

16. No Partnership / Agency

Nothing in this Agreement is intended or shall operate to create a Partnership or joint venture of any kind between the Parties, or authorise a Party to act as Agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any warranty, representation, assumption of obligation or liability or the exercise of any right or power).

17. Variation

This Agreement shall be capable of being varied only by a written instrument signed by a duly authorised officer or representative of both Parties.

18. Interpretation

In this Agreement (except where the context requires);
Any enclosures (as amended from time to time) shall form part of this Agreement and shall be construed and shall have the same force and effect as if it was set out in the main body of this Agreement, and any reference to this Agreement includes the Enclosures;
References in this Agreement to any Clause shall be deemed to be a reference to the enclosures of this Agreement;
Use of the singular includes the plural and vice versa;
Use of gender includes other genders;
Any phrase introduced by the terms "including", "include", "in particular" or an similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
Any statement qualified by a reference to a Party's state of knowledge belief or awareness shall be deemed to include an additional statement that it has been made after due and careful enquiry.

19. Law

This Agreement shall be governed and construed in accordance with the Law of England.
Each Party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.

FORM B - TERMS AND CONDITIONS FOR ENGINEERED HIRE

These are the Standard Terms and Conditions of Business for The Company for the provision of an Engineered Hire. You agree and acknowledge, in booking The Company to provide an Engineered Hire, that at all times this Form C and the terms and conditions herein shall be read in conjunction with and form part of the General Terms and Conditions of The Company (Form A), of which You hereby acknowledge receipt. For the avoidance of doubt, if there is a conflict between this Form C and the General Terms and Conditions (Form A) the provisions of this Form C shall prevail.

Definitions explained on Form A, Clause 1

1. Basic terms of Hire of the Equipment and/or Services

- 1.1 The Company agrees to hire and You agrees to take on hire the Equipment and/or Services for the Hire Period on the terms and conditions of hire set out in these conditions.
- 1.2 The hire of the Equipment and/or Services commences on the Commencement Date and continues for the Hire Period subject to termination as provided by these conditions.
- 1.3 The Company shall prepare a Delivery and Acceptance Form and, at the time of delivery or collection of the Equipment or provision of the Services, You or a person authorised on its behalf, shall sign the Delivery and Acceptance Form, which signature shall constitute the Hirer's acceptance of the Equipment and/or Services.
- 1.4 The Company shall use all reasonable endeavours to have the Equipment and/or Services available for delivery or collection on the Requested Delivery Date but the Company shall not incur any liability whatever in the event of any delay however caused.

2. Duration of Agreement

This Agreement shall last from receipt by Us of the Booking Confirmation Form until the completion of the agreed service(s)

3. Our Obligations

We shall, upon payment of the Deposit (if any), pursuant to Clause 6 of Form A, and receipt of a signed copy of the Booking Confirmation Form, undertake to use our best endeavours to perform the following: -

- 3.1 to provide an engineered hire for your event/function as per our Booking Confirmation Form
- 3.2 to provide all equipment and crew and to assemble and dismantle the same, using our best endeavours to cause as little disturbance as possible
- 3.3 to provide, if requested, all relevant safety instructions within 1 week of the date of the event

4. Your Obligations

- 4.1 Further and in addition to the provisions of Clause 5 of Form A, You acknowledge and agree to:
 - 4.1.1 to furnish Us with all necessary information, to include, but not limited to, confidential information, that We may reasonably require for the administration and/or safety of our employees, agents or sub-contractors, and fulfilment of or obligations under this Agreement, your agreement to the supply of such information shall not be unreasonably withheld.
 - 4.1.2 will pay all reasonably incurred charges in full and VAT or any similar tax (if applicable) as and when they become payable in accordance with Clause 6 of Form A
 - 4.1.3 will acquaint yourself, any relevant persons and other parties, fully with all safety information provided by Us to You.
 - 4.1.4 will ensure that We have free and unrestricted access to the area where the system is to be set up and further, free and unrestricted access to and from the car park up to such area
 - 4.1.5 provide free, convenient and accessible parking close to the event/function venue
 - 4.1.6 when necessary, provide further load-off and load-in crew to assist Us, You further agree that at all times the cost of such extra manpower will be borne by You
 - 4.1.7 will ensure an adequate and safe electricity supply, sufficient and conveniently located power sockets to enable Us to perform the agreed service

5. Payment

Payment shall be made pursuant to the terms of Clause 6 of Form A, save as to the following:

6. Overruns

You hereby agree that if the duration of an event runs over the stated finish time by more than 30 minutes, You shall, at our discretion, pay to Us a surcharge that will not exceed 10% of the event/function price for our continued service, per each extra hour or any part thereof, over and above this time;

7. Limitations

Further to the provisions of Clause 8 of Form A, You further agree that time is not of the essence unless clearly agreed, in writing, between Us upon the Booking Confirmation Form. Should You fail to agree this in writing with Us, We will not accept liability for any loss suffered by You as a consequence thereof.

FORM C - TERMS AND CONDITIONS OF DRY HIRE

These are the Standard Terms and Conditions of Business for The Company for the hire of equipment from Us to You. You agree and acknowledge, in hiring any equipment from Us, that at all times this Form C and the terms and conditions herein shall be read in conjunction with and form part of the General Terms and Conditions of The Company (Form A), of which You hereby acknowledge receipt.

For the avoidance of doubt, if there is a conflict between this Form C and the General Terms and Conditions (Form A) the provisions of this Form C shall prevail.

Definitions explained on Form A, Clause 1

1. Basic terms of Hire of the Equipment and/or Services

- 1.1 The Company agrees to hire and You agrees to take on hire the Equipment and/or Services for the Hire Period on the terms and conditions of hire set out in these conditions.
- 1.2 The hire of the Equipment and/or Services commences on the Commencement Date and continues for the Hire Period subject to termination as provided by these conditions.
- 1.3 The Company shall prepare a Delivery and Acceptance Form and, at the time of delivery or collection of the Equipment or provision of the Services, You or a person authorised on its behalf, shall sign the Delivery and Acceptance Form, which signature shall constitute the Hirer's acceptance of the Equipment and/or Services.
- 1.4 The Company shall use all reasonable endeavours to have the Equipment and/or Services available for delivery or collection on the Requested Delivery Date but the Company shall not incur any liability whatever in the event of any delay however caused.

2. Duration of Agreement

This Agreement shall last from receipt by Us of the Booking Confirmation Form until the completion of the agreed service(s).

3. Our Obligations

- 3.4 Further to the provisions of Clause 4 of Form A and upon payment of the Security Deposit, pursuant to Clause 6 herein, and receipt of a signed copy of the Booking Confirmation Form, We shall, undertake to provide You with the equipment You request.
- 3.5 to provide all customer safety instructions (if applicable)
- 3.6 Notwithstanding the generality of the above, clause 3.1 is, at all times subject to the provisions of Clause 6 herein

4. Your Obligations

- 4.1 Further and in addition to the provisions of Clause 5 of Form A, You acknowledge and agree:
 - 4.1.1 to furnish Us with all necessary information, to include, but not limited to, confidential information, that We may reasonably require for the fulfilment of or obligations under this Agreement
 - 4.1.2 to pay all reasonably incurred charges, including Security deposit, immediately in full plus VAT or any similar tax (if applicable) as and when they become payable in accordance with Clause 6 of Form A and Clause 6 herein
 - 4.1.3 to acquaint yourself, fully, with all safety information provided by Us to You.
 - 4.1.4 If in the event that We facilitate delivery of the equipment, and when requested before or at the event venue, to provide suitable persons at your own risk to assist Us as load-off and load-in crew, and You further agree that at all times the cost of such extra manpower will be borne by You

5. Charges

- 5.1 All Charges commence at the time the equipment leaves our premises or such place as agreed between Us and You, and terminate at the end of the period of hire, or whenever the Equipment is returned to our order, whichever is the latter.
- 5.2 We reserve the right to charge a cancellation fee for any booking cancelled pursuant to Clause 7 of Form A
- 5.3 Notwithstanding the generality of Clause 6.6 of Form A, We reserve the right to amend, without notice, the price of equipment hired in line with market rates for such service and You agree that it is reasonable for Us to do so

6. Payment

Payment shall be made in accordance with Clause 6 of Form A save as to the following:

- 6.1 You agree to the payment of the Security Deposit (if due). Such sum shall be payable prior to the hire of any equipment and shall held by Us and set off against any loss or damage to the equipment or cancellation of the hire booking by You
- 6.2 You agree to pay the total sum as stated plus VAT immediately upon receipt of the equipment by You save always to the provisions of clause 6.5 of Form A
- 6.3 Any cancellation fee shall be deducted from the Security Deposit pursuant to Clause 6.1 herein
- 6.4 You herewith agree that all additional charges under any of the terms herein, including loss, damage, theft, and additional hire charges, will be charged and due immediately.
- 6.5 In the event that You return the equipment late, You agree to indemnify Us against all losses, expenses, damages and costs arising out of your failure to return,
- 6.6 Further to Clause 6.4 and 6.5 above, where you have previously made payment by Credit or Debit card, these monies (or part thereof) may be charged to that card, and You hereby agree that it is reasonable for Us to do so.

7. Ownership

You hereby acknowledge and agree that:

- 7.1. at all material times, the Equipment remains the property of The Company.
- 7.2. You shall keep the equipment free from lien, distress, execution or other legal process and refrain from prejudicing our rights in the Equipment.
- 7.3. in the event that the Equipment is lost, stolen, detained upon or You are dispossessed of the Equipment in any way, You hereby agree to provide all reasonable assistance and co-operation to The Company to enable the re-possession of the equipment.

8. Risk

You hereby agree that:

- 8.1 You bear the responsibility of informing Us immediately of any fault or need for repair during the hire, We will not accept any liability for loss or damage due to your failure to bring such faults to our attention.
- 8.2 all risk for damage to the Equipment lies with You from the moment that the Equipment is in your control or from the time the Equipment leaves our premises, or agents care, whichever is the sooner.
- 8.3 You will bear such risk in the Equipment until it is returned to our order. The Customer shall take good and proper care of the Equipment and ensure its use in a skilful manner by persons with the knowledge and experience to operate it. It is the Customers responsibility to check that the Equipment satisfies their requirements on receipt.
- 8.4 Notwithstanding the provisions of the above clause 8.1, in the event that We are found liable for any loss or damage suffered in respect of any faulty Equipment, You hereby agree that our liability will be limited to the provisions of Clause 8 of Form A

9. Indemnity

In addition to the provisions of Clause 9 of Form A, You further agree that You:

- 9.1 will compensate Us at current replacement cost for all damages, missing items or deterioration through maltreatment of the Equipment or attempted maintenance of the Equipment by You, or for any failure or delay in return to Us of the Equipment in accordance with our instruction or agreement, or for any consequential loss of hire, or for any variation or cancellation of an order for the supply of Equipment or services by Us, whether verbal or written.
- 9.2 or your estate, will hold Us our employees or agents fully indemnified against any loss, damage, injury, death or expense caused directly or indirectly to You or any third party by the Equipment or the use thereof or by any failure, lack of repair, faulty installation or other defect of the equipment from whatever cause
- 9.3.1 All cables that are supplied with your booking must return coiled to "industry coiled cable standard."
- 9.3.2 You hereby agree that You are liable to pay the charge of £2.00 plus VAT for every cable that returns uncoiled, or that do not meet the standards outlined by our instruction or as outlined in the "definitions," Clause 1 of Form A.

10. Warranties

- 10.1 All Equipment leaves the The Company's premises in operational working order.
- 10.2 We give no warranty or guarantee concerning the Equipment, its condition and/or the extent of its functions or purpose for which required, save as to its ability to perform in the manner for which it was designed at the moment of departure from our premises.
- 10.3 We warrant that each item of equipment is checked and supplied in accordance with manufacturers published specifications and when in normal and prescribed applications and within the parameters set for electrical performance will not cause danger or hazard to health or safety as long as normal engineering and safety practices are observed
- 10.4 Notwithstanding the generality of the forgoing Clause 10.3 You hereby agree and accept responsibility that all your employees, agents or third parties using the Equipment have been provided with all safety information, of which You acknowledge receipt, and training in the proper use of the Equipment.

11. Liability

Further and in addition to the provisions of Clause 8 of Form A, You hereby agree that:

- 11.1 at our discretion, our liability for mechanical and/or electrical breakdown of the Equipment due to natural causes or reasonable wear and tear, if not remedied or replaced by Us, shall be limited to the appropriate hire cost for that piece of Equipment.
- 11.2 time is not of the essence unless clearly agreed, in writing, between Us upon the Booking Confirmation Form. Should You fail to agree this in writing with Us, We will not accept liability for any loss suffered by You as a consequence thereof.

12. Replacement of Equipment

If the Equipment suffers mechanical and/or electrical breakdown due to natural causes You will:

- 12.1 as soon as reasonably practical notify Us of the mechanical and/or electrical breakdown and the circumstances of use at the time of breakdown.
- 12.2 not attempt to fix the equipment or allow others to do so
- 12.3 if necessary arrange with Us a time for the collection of the equipment save that at all times You further agree to pay all additional delivery and collection charges incurred in replacing the equipment.

13. Declaration

The following declaration will be found on the "Booking Contract" form.

By signing this booking contract I hereby agree that I have read and understood both the nature and effect of Forms A, B and C. I agree to be bound to the terms & conditions of Stage Engage Limited herein.