



TERMS AND CONDITIONS OF BUSINESS FOR DRY HIRE

in connection with the hire of equipment without the engagement of Entec's personnel generally known as 'Dry Hire' of equipment. The supply on hire of goods and services including personnel and/or production services and supply on sale of goods and services are covered by separate terms conditions and are set out on our website www.enteclive.com

1) GENERAL

- a) These Terms and Conditions apply when Entec is required to supply goods and equipment only on hire. In such circumstances Entec will confirm the request of the customer to supply goods and equipment by issuing a Quotation which will specify that the supply will be a Dry Hire and accordingly these Terms and Condition will apply
- b) Entec supplies on hire stage and television lighting, stage and special effects and public address systems and components thereof (as set out in writing whether by quotation or other format). Any goods or services supplied by Entec are hired or supplied under these Terms and Conditions of Business. Entec reserve the right to substitute or vary all or some of the items of equipment set out in such writing or quotation provided that this does not affect standards of quality and Entec shall not incur any liability to the customer if the equipment does not correspond to its description.
- c) i) Entec can supply specialist crews to operate equipment supplied by Entec. It is preferable to use crews supplied by Entec because of their specialist knowledge and performance. Entec cannot accept responsibility for the standard of light and sound if any of the crew are not supplied by them. N.B. From time to time and in order to assist the customer Entec may supply staff when a job is described in the Quotation as a Dry Hire. In these circumstances staff will only be available for setting up the equipment to be supplied and are not supplied for the purposes of operating or directing the operation of the equipment supplied and no liability will attach to Entec in respect of their work on the Dry Hire job quoted.
ii) The customer will specify the equipment to be supplied and the customer shall be responsible for ensuring that the work to be carried out hereunder does not contravene any laws, bylaws, local national European Union or international working regulations (including but not limited to Health, Safety & Welfare at Work provisions) both in United Kingdom or overseas at the venues booked by or on behalf of the customer. The Customer will be responsible for any extra expense loss or delay resulting from compliance with such laws or provisions.
iii) The Customer appoints Entec as agent for the purposes of collecting any sum payable in respect of insurance policy effected either by or on behalf of the customer or any third party under which the customer may claim costs or damages for loss or damage to equipment belonging to Entec or personal injury sustained by an employee of Entec (or any person hired by Entec for whom Entec may be responsible) and the customer authorises Entec out of the sum received from such claim to deduct such loss or damage as Entec its employees or those persons for whom Entec is responsible may have suffered but this clause shall not restrict Entec from pursuing such claim by any other lawful manner and does not limit Entec's claim to the sum so received.
iv) Where not specified in the quotation loading and unloading other than at Entec's premises shall be carried out by local or other labour supplied at the cost and by the arrangement of the customer. Where loading or unloading is to be carried out at Entec's cost Entec will be entitled to charge additional costs in respect of any weekend working.
v) For the elimination of doubt the cost of transportation shall be the responsibility of the customer.
vi) Entec does not act as Planning Supervisor, Principle Designer or Principle Contractor (or any similar duties required for the operation of the equipment planned by the customer) and, as Dry Hirer only, does not carry out Risk Assessments or Method Statements all of which are the duty of the customer and the customer hereby indemnifies Entec against any loss, damage or claim in respect of breach of any such duty.

2) LOSS OR DAMAGE

Except in respect of death or personal injury caused by Entec's negligence Entec shall not be liable to the customer by reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the contract for any consequential loss or damage (whether for the loss of profit or otherwise) costs expenses or other claims for consequential compensation of any kind (and whether caused by negligence of Entec its employees or agents or otherwise) which arise out of or in connection with the supply of the goods and services supplied hereunder or their use by the customer whether it is based on any defect in the quality or condition of the goods or services rendered or their failure to correspond with the specification.

3)TERMS FOR PAYMENT

- a) Payment must be made in full not later than seven days before the engagement unless at the sole discretion of Entec other arrangements are agreed in writing by Entec. VAT is not included in any quotation made by Entec. Where Entec at its discretion grants the customer credit all invoices for goods or services shall become due and payable within 30 days of the date of such invoice or as agreed in writing. Any due amount unpaid shall carry interest at the rate of 2.5% per month.
- b) At the time of payment if the customer has not established an account with Entec the customer shall supply details of his/her name and address by producing at least two of the following original documents:
 - 1. Government body i.e. passport or driving licence.
 - 2. Utility Company, i.e. recent (last three months) electricity, gas or landline telephone bills
 - 3. Bank or other finance company.

4)CARE OF EQUIPMENT

The customer shall:-

- a) Take good care of the equipment when it is under the control or responsibility of the customer and only use it for the purposes for which it was supplied and not part with possession of equipment supplied to any third party without the written consent of Entec.
- b) Be responsible for any loss or damage to the equipment from any cause whatsoever while the same is in the customer's possession.
- c) Not to attempt to adjust the equipment or interfere with it or any of its component parts in any way.
- d) Ensure at all times the equipment is operated in accordance with the manufacturers operating instructions and the customer will be liable for cost of all damage to the equipment caused by breach of this condition.
- e) Shall ascertain from Entec the replacement value of the equipment and arrange all risks insurance with a reputable insurer whose conduct is regulated by the FSA thereon at the customer's own expense and shall supply to Entec evidence and details of such insurance cover prior to equipment leaving Entec's premises. Any insurance cover arranged and paid for by the customer does not limit the liability of the customer to claims or costs made by Entec in respect of any loss or damage.

5)EXPENSES

- a) Entec reserve the right to claim any additional expenses properly incurred during the course of the work carried out by Entec but not covered by any quotation.
- b) Any price quoted by Entec is valid for 21 days only.

6)CANCELLATION

If the customer cancels in writing work for which a quotation has been given by Entec and accepted by the customer (whether in writing or not):-

- a) Not less than seven clear days before the commencement of the work Entec will be entitled to charge one half of the price quoted. In addition Entec shall be entitled to payment for all costs and expenses incurred to that date in respect of the work quoted for. Any charges payable hereunder will become due and owing immediately on receipt of such cancellation.
- b) Less than seven clear days before the commencement of the work is due Entec will be entitled to charge the whole of the charges quoted unless Entec is able to mitigate its loss by taking on work of a similar nature in lieu. Any charges payable hereunder will become due and owing immediately on receipt of such cancellation.

7)CANCELLATION OR BREACH OF AGREEMENT

In the event of cancellation or breach of any agreement made under these terms after the commencement of the work any deposit or money paid hereunder shall be forfeited to Entec but without prejudice to any other rights and remedies of Entec in respect of such cancellation or breach.

8) DELAY POSTPONEMENT OR ABANDONMENT

- a) In the event of delay postponement or abandonment as a result of any industrial dispute or any cause whatsoever beyond the control of Entec or the customer or in the event of outbreak of war, action by terrorist or in the event of national or local emergency, force majeure, pandemic or natural hazards or disasters, Entec shall be relieved of its obligations under this agreement notwithstanding any rights or remedies Entec may have in respect of work done to the date of such delay, postponement or abandonment.
- b) Subject also to the provisions of clause 21 hereof if a performance is delayed postponed or abandoned Entec shall not be liable for any consequential or exceptional loss suffered or any sums payable by the customer as a result thereof but in any case the liability of Entec for whatever cause (other than death or personal injury) shall be limited as follows:
 - i) If such delay or postponement or abandonment is caused by Entec's negligence to a refund of the charges made by Entec in respect of that performance and payment by way of liquidated damages of twice the hire charge for that performance or 10,000.00 Pounds Sterling whichever shall be the less
 - ii) If such delay postponement or abandonment is caused by Entec's failure to comply with its contractual obligations though without any negligence on its part Entec's liability hereunder shall be limited to a refund of the charges made by Entec in respect of that performance.
 - iii) In respect of delay postponement or abandonment for any other reason Entec will be entitled to payment in full in accordance with the quotation.

9) TERMINATION

Entec shall be entitled to treat any contract with the customer as terminated in the following circumstances without prejudice to any rights Entec has prior to such termination:

- i) If the customer has failed to make payments due hereunder within fourteen days of the date on which the payment was due
- ii) If the customer commits any breach of any other terms of the contract
- iii) If the customer permits any judgement against it to remain unsatisfied for seven days or is subject to any legal process in which Entec's equipment or any premises in which Entec's equipment is stored may be subject to any restraint or order.
- iv) If the customer suffers any interim order or enters into a voluntary arrangement or suffers the making of a statutory demand or the presentation of a bankruptcy order
- v) If the customer enters into any liquidation calls any meeting of its creditors or has a receiver or administrator appointed of all or any of its undertaking, assets or suffers the appointment of an administrator under the provisions of Part II of the Insolvency Act or is deemed by virtue of Section 123 of the Insolvency Act to be unable to pay its debts.

10) DELIVERY

In the absence of special provisions Entec shall be entitled to make delivery of any article which it is liable to deliver by sending the same at the customer's risk by ordinary C.O.D. delivery by any carrier selected by Entec at their absolute discretion.

11) COMPLAINTS

Any complaint with regard to the quality or condition of the work carried out or goods supplied by Entec shall be made by notice in writing to Entec within seven days of the completion of such work or the supply of the goods. In the absence of any such complaint within that period such work or goods shall be deemed satisfactory.

12) FOREIGN REGULATIONS

In the event that the work carried out hereunder requires equipment travelling overseas the customer will obtain necessary customs or other border clearances or carnets and will ensure that the proper procedures and regulations have been adhered to in relation to Entec's equipment unless stated in writing or in any quotation. The customer shall also pay all duties taxes or other charges payable under foreign regulations.

14) Any quotation made by Entec is valid for 21 days from the date thereof. If it has not been accepted in writing during this period Entec reserve the right to requote.

15) It is agreed that so far as may be fair and reasonable under the Unfair Contract Terms Act 1977 (or statutory modification thereof) and except such as may have been caused by the negligence of Entec no liability shall attach to Entec either in contract or in tort for loss injury or damage sustained by reason of any defect in the equipment (whether latent or apparent) and Entec should not be liable to indemnify the customer in respect of any claims

made against the customer by a third party for any loss injury or damage. Any liability whatsoever (including negligence) shall be satisfied by Entec replacing any of the equipment hired.

- 16) The customer must ensure that all staff, artists or other workers for whom the customer is responsible is aware of the danger of high sound pressure levels which may be produced by the equipment supplied under the contract and that it will conduct appropriate Risk Assessments and provide adequate ear protection shown necessary by such Risk Assessment and the customer shall be responsible for the safety of such staff etc and members of the public and shall supply all equipment, notices or barriers required at its own cost.

17) WARRANTIES AND LIABILITY

17.1 Subject to the conditions set out herein Entec warrants that the goods will correspond with their specification at the time of delivery.

17.2 Subject as expressly provided in these terms and condition and except where the goods are sold to a person as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties conditions or other terms implied by statute are excluded to the fullest possible extent permitted by law.

17.3 For the avoidance of doubt to the fullest possible extent permitted by law without prejudice to the generality of any other exclusions contained in this clause Entec shall be under no liability in respect of:

17.3.1 Any defect in the goods arising from any drawing design or specification supplied by the customer.

17.3.2 Any defect arising from fair wear and tear wilful damage negligence abnormal working conditions failure to follow Entec's instructions (whether oral or in writing) misuse or alteration or repair of the goods without Entec's approval.

17.3.3 Any warranty condition or guarantee if the total price for the goods has not been paid by the due date of payment.

17.4 In the event that the customer has cause for complaint in connection with the supply of goods or their use which is based on any defect in the quality or condition of the goods or their failure to correspond with the specification such complaint shall (whether or not delivery is refused by the customer) be notified to Entec within 48 hours from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after the discovery of the defect or failure. If delivery is not refused and the customer does not notify Entec accordingly the customer shall not be entitled to reject the goods and Entec shall have no liability for such defect or failure and the customer shall be bound to pay the price as if the goods had been delivered in accordance with the contract.

17.5 Where any claim in respect of any of the goods which is based on any defect in the quality of the goods or their failure to meet with the specification is notified to Entec in accordance with these terms and conditions Entec shall be entitled to replace the goods (or the part in question) free of charge or at Entec's sole discretion refund to the customer the price of hire of the goods (or a proportionate part of that price) but Entec shall have no further liability to the customer.

17.6 Entec shall not be liable to the customer or deemed to be in breach of the contract by reason of any delay in performing or any failure to perform Entec's obligations in relation to the supply of goods or service hereunder if the delay was due to any cause beyond Entec's reasonable control (including but not limited to force majeure strikes lockouts or other industrial actions or trade disputes whether involving Entec staff or of a third party or any pandemic medical emergency natural hazards national or local emergency or disasters or terrorist actions).

17.7 The aggregate liability of Entec in respect of any claim hereunder is limited to the sums set out in clause 8) b) i) hereof Entec and the customer expressly acknowledge and agree that: (a) the limitations of liability specified in this section or any other section of this agreement are an essential basis of their bargain that correctly allocates the risks between them; and (b) they relied on these limitations of liability in setting the pricing and other terms set forth in this agreement.

18 DISCLAIMERS RELATING TO UVC PRODUCT

18.3 In the event that Entec supplies goods related to UVC operation and technology

- 18.3.1 The customer expressly acknowledges that Entec does not warrant that the use of the UVC products will be uninterrupted.
- 18.3.2 The customer further acknowledges that UVC technology may utilise UVGI technologies to assist with decontamination management and in any environment there will be many contributing sources and causes of contamination, which will be complex and multifactorial. Furthermore, the efficacy and optimal performance of the UVC products and systems will depend on a number of operator, operational and environmental circumstances beyond Entec's control. Accordingly, Entec cannot and does not warrant complete decontamination or the total eradication of pathogens within any environment, or from object or device, and does not make any disease prevention or other related claims or representations. To the fullest extent permitted by law Entec expressly excludes and disclaims any such warranties, whether express, implied or statutory.
- 18.3.3 The customer further acknowledges that certain materials, such as polymers, paints, dyes and inks, may be susceptible to photodegradation resulting from exposure to UV light. The customer is solely responsible for assessing the environment within which the equipment is to be used and determining if and what materials may be vulnerable to photodegradation, and making the necessary arrangements. To the fullest extent permitted by law expressly excludes and disclaims liability in this regard.

19 CONFIDENTIALITY.

Unless authorised by the disclosing party to in writing, the recipient party agrees not to disclose confidential and/or proprietary business information of a financial or technical nature of the disclosing party with which it becomes acquainted as a result of any transaction under these terms and including, without limitation, to any other party or to use such confidential information except to the extent necessary to perform its obligations to complete such transaction. Such obligations shall not apply to confidential information already known to the receiving party without any confidentiality undertaking, or that is or becomes publicly known through no fault of the receiving party, or that is required to be disclosed by law or in connection with a request of a court or governmental agency.

20 INTELLECTUAL PROPERTY & CONFIDENTIALITY

- 20.1 Manufacturers or suppliers of the goods hired under these Terms may have reserved all rights in all intellectual property in embodied in the goods and manuals and material supplied hereunder including but not limited to software either embodied or externally controlling the product. The customer must satisfy itself that it acquires any licence or permission from the owner of any intellectual property in order for it to use or operate the goods in the manner it intends. The customer hereby indemnifies Entec against any claim by the manufacturers or suppliers of the product that the customer has infringed the manufacturer's or supplier's intellectual property rights.

21 END USER LICENCE AGREEMENTS

- 21.1 Goods sold or supplied hereunder may require an End User Licence Agreement in respect of software either embodied in or externally controlling such products. Entec will take reasonable steps to ensure that the manufacturers or suppliers of the goods provide such Licence for the customer's use but the customer must satisfy itself that any such Licence or other permission is suitable for the purpose for which the customers intends to use the goods.

22 GENERAL

- 22.1 Any notice required to be given by either party to the other under these terms and conditions shall be in writing addressed to that other party by post addressed to the registered office or principle place of business or if by electronic methods at the electronic address provided by either party to the other.

- 22.2 Insofar as it is permitted under the Unfair Contract Terms Act 1977 and the Unfair Terms in Consumer Contracts Regulations 1999 the rights of third parties under the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.
- 22.3 These Terms and Conditions and this agreement shall be subject to and construed in accordance with the laws of England.
- 22.4 No waiver by Entec of any breach of the contract by the customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 22.5 If any provision of the terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other part of these terms and conditions and the remainder of the provision in question shall not be affected thereby.
- 22.6 Any quotation by Entec supplied to the customer and these terms and conditions comprise the total agreement between Entec and the customer.
- 22.7 Where the goods or services are supplied under a consumer transaction the statutory rights of the consumer are not affected by these terms and conditions.
- 22.8 Any notice required to be given by either party to the other under these terms and conditions shall be in writing addressed to that other party by post addressed to the registered office or principle place of business or if by electronic methods at the electronic address provided by either party to the other
- 22.9 No waiver by Entec of any breach of the contract by the customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

23 DEFINITIONS

- a) 'The customer' means the person firm or company for whom the work is to be carried out.
- b) 'Entec' means Marquee Entec Ltd. of 517 Yeading Lane Northolt Middlesex UB5 6LN. Marquee Entec Ltd is registered in England No. 1420940 at this address and trades under the names of Entec Sound & Light, Entec Live and Entec UVC SafeClean
- c) 'Work' includes all acts and labour expended or equipment used in the course of carrying out the specified overleaf.
- d) 'Equipment ' means all apparatus including lights mixing consoles wiring speakers etc . whether owned by Entec or hired under Entec's control.
- e) 'Quotation' means any document supplied in writing to the customer by Entec specifying the date time place or places equipment and price therefore of any work goods or services to be carried out or supplied by Entec.
- f) 'Goods' means all equipment, product, component(s), part(s), accessory(ies) without limitation including but not limited to hardware and software.
- g) 'UVC' means Ultraviolet C

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