



TERMS AND CONDITIONS OF BUSINESS FOR PRODUCTION AND WET HIRE

in connection with the hire of equipment and/or the provision of production and other services. N.B. Terms and conditions in relation to the 'Dry Hire' of equipment 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) Entec supplies on hire (or as otherwise set out in writing) 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). 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.
- b) Entec reserves the right to use some or all of the venue's or customer's own existing equipment.
- c) i) Entec hires 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.
ii) If any person employed at the venue or by the customer is a member of a Trade Union or similar association Entec will be entitled to observe all rules or requirements of such Trade Union or similar association in connection with the work carried out hereunder and any additional expense to which Entec is put as a result shall be payable by the customer in addition to the sums payable hereunder.
iii) The customer shall indemnify Entec against all loss costs claims damages and other sums payable by Entec due to the unsuitability of the venue or due to lack of control of audiences or the public attending the venue
iv) The customer shall make all arrangements with the performers venue and any others concerned to ensure that rehearsals and work carried out hereunder can be made at the time and in the manner agreed between Entec and the customer.
- v) Entec will specify by quotation the equipment and personnel to be supplied and the customer shall ensure 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.
- vi) 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.
- vii) Entec cannot guarantee any sight lines.
- viii) If at any time in the course of Entec carrying out its obligations under an agreement Entec becomes aware of adverse or dangerous conditions or activity which may impinge on the work Entec is to undertake Entec will compile an updated Risk Assessment (written or in view of the urgency of the matter unwritten) and will raise any reasonable implications which become apparent with the customer, site supervisor or person appointed to co-ordinate health safety and welfare at work. If Entec is not reasonably satisfied that the response to such updated Risk Assessment is appropriate Entec shall be entitled to take such action as to address the Risk Assessment including (but not limited to) halting work until it shall be reasonably satisfied that suitable remedial action has been taken. Entec may take such action at the risk of delay, postponement or abandonment of the event in which Entec is participating. Provided such action is taken in good faith and is reasonably justified in accordance with

industry best practice Entec shall be entitled to its full charges under clause 8) b) iii) hereof together with any additional reasonable charges directly involved in taking remedial action.

viv) Prior to the preparation of the Quotation the Customer shall inform Entec of all factors that may affect the performance and conduct of the contract. In the event that any failure of the customer to disclose any relevant factor to Entec causes any additional cost or expense or damage the customer shall be liable for such costs expenses or damage.

vv) Entec does not act as Planning Supervisor or Principal Designer or Principal Contractor (or any similar role holder under the Construction Management and Design Regulations) unless the customer requests Entec in writing to undertake this role prior to a Quotation being completed by Entec. In the event that Entec accepts such appointment Entec will be entitled to make such charges as it sees fit whether or not these are set out in the Quotation. The customer undertakes to accept any reasonable requirement made by Entec in fulfilment of such role and indemnifies Entec against all costs claims and damages relating to its proper compliance with the Construction Management and Design Regulations.

d) The price set out in any quotation relates strictly to the equipment and crew specified therein or in any equipment schedule thereto. Entec is not responsible for any additional cost made necessary by the venue or place of entertainment such as unusual layout of equipment labour to operate venue's equipment, supply or connection of electricity or any additional staff required as a result.

e) The customer must satisfy itself that the venue and power supply is sufficient to accommodate the equipment supplied by Entec and set out in any quotation.

f) Entec disclaim any liability for the non-arrival of equipment or crew due to the itinerary not allowing sufficient time for travelling between venues, bad weather or delayed trains ferries etc. beyond the control of Entec.

g) 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.

h) For the elimination of doubt the cost of transportation shall be the responsibility of the customer unless agreed by Entec in writing.

2) LOSS OR DAMAGE

2.1 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 or resale 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.

2.2 The aggregate liability of Entec in respect of any claim hereunder whether any loss or damage is caused by Entec's negligence or otherwise is limited 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.

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.

- c) Where payment is not made within the period prescribed by these terms Entec shall have an equitable lien or other similar right over any goods or other property whether tangible or intangible of the customer in its possession or under its control whether such possession arose before or after the date for payment under these terms but not so as to create a Bill of Sale under the Bills of Sale Acts or any other registrable charge whatsoever and the customer shall be responsible for and indemnifies Entec in respect of any reasonable costs arising out of Entec's exercise of its lien and rights hereunder including but without prejudice to the generality of the foregoing any storage and removal charges. Where any charges of removal or storage are made by Entec these terms should apply as if they were part of the contract price. The rights and duties arising hereunder are without prejudice to rights that arise out of Common Law.

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 move the equipment from its siting (unless this is incompatible with the purpose stated in writing or quotation for which the equipment was supplied) or attempt to adjust the equipment or interfere with it or any of its component parts in any way.
- d) 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 based on the prices of services and commodities (hotel prices, meal prices, fuel, oil, garage costs etc.) at the time of the quotation. Should these alter between the date of written acceptance by the customer and the commencement or during the work Entec will be entitled to charge the customer with the increase. Where work is carried out overseas and expenses are subject to fluctuation of exchange rates the additional costs will be borne by the customer.

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 18 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 and the liability of Entec 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 contact 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 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 if 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 person or persons hired by Entec to go or take equipment 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 or personnel hired by Entec (other than passports and personal documents) unless stated in writing or in any quotation. The customer shall also pay all duties taxes or other charges payable under foreign regulations other than those payable by the wilful default of Entec.

13) CUSTOMER'S EQUIPMENT

- a) If the customer as a matter of convenience requests Entec to transport equipment belonging to the customer and for which Entec is making no charge such equipment will be entirely at the customer's risk and Entec shall not be responsible for any loss or damage even if caused by Entec's negligence.
- b) In the event that Entec is required to carry any of the customer's goods or equipment under the terms of this agreement the customer must supply to Entec a schedule of equipment for insurance purposes at least seven days before commencement as otherwise Entec will be unable to insure the goods and Entec will accordingly accept no responsibility.

14) The counter signatory of any quotation or offer in writing by Entec accepts personal liability of these Terms and Conditions of Business together with any principal whether disclosed or not and on such counter signature and the

signature of a properly authorised member of Entec's staff any quotation shall form a binding contract between the parties. 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 or 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.
- 16) Any quotation by Entec supplied to the customer and these terms and conditions comprise the total agreement between Entec and the customer. The customer must ascertain that the work to be carried out will comply with all relevant regulations including but not limited to the Health, Safety and Welfare at Work Regulations and will ensure that the work (or any additional work required by the customer) is covered by Method Statements, Risk Assessments or Codes of Conduct issued by Entec in respect of the work to be undertaken. Entec or the staff supplied by Entec shall have the right to refuse to carry out such work if they believe that these terms are not met and such refusal shall be without any liability to Entec for any loss or damage consequential or otherwise to the customer. Any additional work required by the customer is carried out at the sole responsibility of the customer and Entec will be entitled to make a fair and reasonable charge for such work.
- 17) 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.
- 18) **WARRANTIES AND LIABILITY**

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

18.2 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.

18.3 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:

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

18.3.2 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.

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

18.4 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.

18.5 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.

18.6 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).

18.7 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 acknowledges and agrees 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.

19 DISCLAIMERS RELATING TO UVC PRODUCT

19.2 In the event that Entec supplies goods or services related to UVC operation and technology:

19.2.1 The customer expressly acknowledges that Entec does not warrant that the use of the UVC products will be uninterrupted.

19.2.2 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.

19.2.3 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.

20 CONFIDENTIALITY.

Unless authorised by the disclosing party 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.

21 INTELLECTUAL PROPERTY & CONFIDENTIALITY

21.2 Manufacturers or suppliers of the goods sold 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.

22 END USER LICENCE AGREEMENTS

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.

23 GENERAL

- 23.2 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.
- 23.3 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.
- 23.4 These Terms and Conditions and this agreement shall be subject to and construed in accordance with the laws of England.
- 23.5 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.
- 23.6 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.
- 23.7 Any quotation by Entec supplied to the customer and these terms and conditions comprise the total agreement between Entec and the customer.
- 23.8 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.
- 23.9 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.

24 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 Registered No. 1420940 trading as 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) 'Venue' means theatre club hall etc. and all other places where Entec is required to work hereunder.
- f) '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.
- g) 'Goods' means all equipment, product, component(s), part(s). accessory(ies) without limitation including but not limited to hardware and software.
- h) 'UVC' means Ultraviolet C