

*Your attention is particularly drawn to the provisions of clause 19 (Consumers) or clause 20 (Businesses) (Limitation of liability).*

## 1. ABOUT THE CUSTOMER

- 1.1 The customer shall be the person, company or organisation named in the Order Confirmation (**you**)
- 1.2 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
  - (a) You are an individual.
  - (b) You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

## 2. ABOUT US

- 2.1 **Company details.** Stage Engage Limited (company number 08912763) (**we** and **us**) is a company registered in England and Wales and our registered office is at Old Wheatley Farm, Pocombe Bridge, Exeter, Devon, EX4 2HA. Our VAT number is 120210593. We operate the website <https://www.stageengage.com>.
- 2.2 **Contacting us.** To contact us telephone our customer service team at tel: 01392 248884 or e-mail [office@stageengage.com](mailto:office@stageengage.com). How to give us formal notice of any matter under the Contract is set out in clause 24.2.
- 2.3 **Insurance.** We maintain public and product liability insurance. Our insurer is Zurich Insurance PLC, and our policy number is available upon request.
- 2.4 **Complaints.** If a problem arises or you are dissatisfied with the Products, please contact our office on the number above.

## 3. OUR CONTRACT WITH YOU

- 3.1 **Our contract.** These terms and conditions (**Terms**) apply to the order by you for the supply of goods (**Goods**) and/or the hire of equipment (**Hire Equipment**) and/or the performance of services (**Services**) (together the **Products**) by us to you. They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 3.2 **Entire agreement.** If you are a business customer, the Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, negligent misstatement, promise or representation or assurance or warranty that is not set out in the Contract.
- 3.3 **Language.** These Terms and the Contract are made only in the English language.
- 3.4 **Your copy.** You should keep a copy of these Terms for future reference.

## 4. PLACING AN ORDER AND ITS ACCEPTANCE

- 4.1 **Quotation.** Any quotation given by us shall not constitute an offer and is only valid for a period of 14 days from its date of issue.
- 4.2 **Placing your order.** Each order is an offer by you to acquire or buy Products specified therein subject to these Terms (**the Order**).
- 4.3 **Accepting your order.** Once a quote is agreed between us, it shall be incorporated into an Order Confirmation outlining key service details, including but not limited to:
  - (a) aims;
  - (b) creative;

- (c) delivery dates including Critical Dates;
- (d) Charges;
- (e) confirmation of the Products; and
- (f) materials to be created or produced by or on behalf of us for you in the course of providing the Products **(Deliverables)**

Once an Order Confirmation is sent by us to you this constitutes our acceptance of your order and creates a legally binding agreement (**Agreement**) for us to provide you the Products, including production of the Deliverables, in consideration of your payment of the Charges. The date of the Agreement shall be known as the Commencement Date.

4.4 **If we cannot accept your order.** If we are unable to supply you with Products for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Products, we will refund you the full amount.

## 5. CANCELLING YOUR ORDER AND OBTAINING A REFUND

5.1 **General cancellation policy.** You have an immediate right to cancel and right to refund for any Products which have not been provided if:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control; or
- (d) you have a legal right to end the contract because of something we have done wrong.

5.2 Even if we are not at fault and you are not a consumer who has a right to change their mind under clause 5.3, you can still end the contract before it is completed. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund the cancellation charges outlined at clause 5.5 and 5.6 as compensation for the net costs we will incur as a result of your ending the contract. This compensation is not intended to be a penalty and reflects a genuine pre-estimate of our likely loss should the contract end at short-notice.

5.3 **Additional Consumer Right to Cancel.** If you are a consumer then for most Products bought at distance you may have a legal right to change your mind within 14 days of placing your Order and receive a refund. Your right as a consumer to change your mind does not apply in respect of:

- (a) services, once these have been completed, even if the cancellation period is still running;
- (b) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- (c) sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and
- (d) any products which become mixed inseparably with other items after their delivery.

5.4 If you exercise your consumer right to cancel pursuant to clause 5.3, we will refund you for the price you paid for the Products not supplied or performed but may, at our discretion, deduct from any refund an amount for the supply of the Products provided for the period up to the time when you gave notice of cancellation. The amount we deduct will reflect the amount that has been supplied as a proportion of the entirety of the Contract. No further cancellation charges will apply.

5.5 **Cancellation Charges.** Unless you have a consumer right to cancel, we may, at our discretion, apply the following additional charges as compensation for your cancellation of Services or Hire Equipment:

- (a) Up to 100% of the total Charges due under the Contract where your cancellation takes place within 72 hours of commencement of the Services or Hire Period or where Services or the Hire Period has already commenced;
- (b) Up to 75% of the total Charges due under the Contract where your cancellation takes place between 3 and 7 calendar days of commencement of the Services or the Hire Period; or
- (c) Up to 50% of the total Charges due under the Contract where your cancellation takes place between 8 calendar days and two months prior to commencement of the Services or Hire Period.

5.6 **Multiple Event Bookings Cancellation.** Where your cancellation takes place on a multiple event booking, we may, at our discretion, disapply any multiple-event discount applied to Products already supplied or performed and you shall be charged at our full rate. Alternatively, where payment for Products has already been invoiced, a cancellation charge equating to the discrepancy between the full rate and discounted rate shall be charged to you in addition to any other cancellations charges in accordance with clause 5.3

5.7 **How to cancel the Contract.** To cancel the Contract, you must contact us by email. We will email you to confirm we have received your cancellation. If you are emailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by email or by post, then your cancellation is effective from the date we receive your email or letter.

5.8 Where a Deposit does not sufficiently cover these fees, we shall separately invoice you for the remaining balance of the fees on or around the date of cancellation.

## 6. DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER

6.1 If you are a consumer, we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Products. Nothing in these terms will affect your legal rights.

### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your Product is **goods** the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your Product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

If your Product is **services** the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

If your Product is hire of Hire Equipment this is a 'mixed contract' under the Consumer Rights Act 2015 and the general rule is that all the relevant parts of the Consumer Rights Act 2015 apply - for example, the goods elements of the contract

attract the rights and remedies associated with goods, and the service elements attract the rights and remedies for services.

## 7. DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS CUSTOMER

7.1 This clause 7 only applies to business customers and will not apply to consumers.

7.2 We warrant that on delivery any Products which are goods shall:

- (a) conform in all material respects with their description and any relevant specification;
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

7.3 Subject to clause 7.4, if:

- (a) you give us notice in writing within a reasonable time of discovery that a Product does not comply with the warranty set out in clause 7.1;
- (b) we are given a reasonable opportunity of examining such Product; and
- (c) you return such product to us at our cost,
- (d) we shall, at our option, repair or replace the defective Product, or refund the price of the defective Product in full.

7.4 We will not be liable for a Product's failure to comply with the warranty in clause 6.1 if:

- (a) you make any further use of such Product after giving a notice in accordance with clause 7.3(a)
- (b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
- (c) the defect arises as a result of us following any drawing, design or specification supplied by you;
- (d) you alter or repair the product without our written consent; or
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

7.5 Except as provided in this clause 7, we shall have no liability to business customers in respect of a Product's failure to comply with the warranty set out in clause 7.1.

7.6 These terms shall apply to any repaired or replacement Products supplied by us under clause 7.3.

## 8. OUR PRODUCTS

8.1 **When we will provide the Products.** We will supply the Products in accordance with the Order Confirmation until all Products are provided/completed or either party ends the Contract in accordance with these terms.

8.2 **Descriptions and illustrations.** Any descriptions or illustrations of Products provided by us are for the sole purpose of giving an approximate idea of the described. They will not form part of the Contract or have any contractual force.

8.3 **Changes to specification.** We reserve the right to amend the specification of the Products and/or Deliverables if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Products.

8.4 **Creative Control.** You will, in your absolute discretion but with full discussion with us and giving good faith consideration to our views as a professional AV company, have final creative control over any Deliverables (**Creative Control**). For the avoidance of doubt, if exercising your Creative Control gives rise to a substantive change in the description of the Services and/or

Deliverables, the Order Confirmation may be amended accordingly and we may, in our absolute discretion, apply additional reasonable Charges reflecting our additional workload.

- 8.5 **Reasonable care and skill.** We warrant to you that the Services will be provided using reasonable care and skill.
- 8.6 **Time for performance.** We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates are estimates only unless it is named by the parties in the Order Confirmation as a critical date (**Critical Date**). Failure to perform the Services by a date which is not a Critical Date will not give you the right to terminate the Contract.
- 8.7 **Deliverables.** Further to delivery of the Deliverables by us to you, you will have five business days to accept them unless otherwise agreed between us. If you do not accept the Deliverables, or request any amendment to the Deliverables within 10 business days of delivery or such other period as we shall have expressly agreed (**the Acceptance Period**), acceptance shall be deemed to have occurred and the Deliverables accepted upon the expiry of the Acceptance Period. We shall not be liable for any errors not corrected by you during the Acceptance Period. For the avoidance of doubt, if changes are requested after expiry of Acceptance Period, we may, in our absolute discretion, apply additional reasonable Charges reflecting our additional workload
- 8.8 **When you own Goods.** You own a product which is Goods once we have received payment in full. For the avoidance of doubt, this does not include Hire Equipment.

## 9. YOUR OBLIGATIONS

9.1 It is your responsibility to ensure that:

- (a) the terms of your Order are complete and accurate;
- (b) you co-operate with us in all matters relating to the Products;
- (c) you provide us, our employees, agents, consultants and subcontractors, with access to your premises, office accommodation and other facilities as we may reasonably require;
- (d) you provide us with such information and materials we may reasonably require in order to supply the Products, and ensure that such information is complete and accurate in all material respects;
- (e) you supply copies of the relevant requested insurance policies or other insurance confirmation and proof of premium payment;
- (f) you prepare any venue or premises for the supply of the Products including but not limited to the provision of clear, suitable, free-of-charge access to the venue and any applicable loading/unloading areas;
- (g) you obtain and maintain all necessary licences, permissions and consents which may be required for the Products before the date on which the Products are to start;
- (h) you comply with all applicable laws, including health and safety laws;
- (i) when visiting our premises you:
  - (i) report immediately to reception upon arrival;
  - (ii) undertake our onsite health and safety briefing; and
  - (iii) comply with any health and safety policy we deliver to you, including but not limited to our covid-19 policy.
- (j) where videography Services are provided, you:
  - (i) Inform all attendees using necessary communication platforms (social media, website and entry ticket) that the event will be recorded;

(ii) Maintain clear notices at the entrance of any venue where recording shall take place for the duration of the event; and

(k) you keep all of our materials including Hire Equipment, documents and other property (**Our Materials**) at your premises in safe custody at your own risk, maintain Our Materials in good condition until returned to us, and not dispose of, alter or use Our Materials other than in accordance with our written instructions or authorisation.

9.2 If our ability to provide the Products and/or Deliverables is prevented or delayed by any failure by you to fulfil any obligation listed in clause 9.1 (Your Default):

(a) we will be entitled to suspend the contract until you remedy Your Default, and to rely on Your Default to relieve us from providing the Products, in each case to the extent Your Default prevents or delays our provision of the Products. In certain circumstances Your Default may entitle us to terminate the contract under clause 21.1

(b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay in providing the Products; and

(c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

## 10. HIRE EQUIPMENT TERMS (APPLICABLE TO HIRE EQUIPMENT ONLY)

10.1 Hire Equipment shall be hired to you (**the Hirer**) for use at the elected hire venue address outlined within the Order Confirmation or otherwise agreed between the parties (**Hire Venue**).

10.2 You shall nominate a person to take delivery of the Hire Equipment and that person shall be named as such within the Order Confirmation or otherwise agreed between the parties in writing (**Nominated Person**).

10.3 Unless we agree that delivery of the Hire Equipment shall be made by us (subject to additional charges), you must collect the Hire Equipment from our premises.

10.4 Delivery shall be deemed when transfer of physical possession of the Hire Equipment to your Nominated Person has taken place (**Delivery**). We reserve the right to request photographic ID (such as a Passport or Driving Licence) from the person collecting the Hire Equipment to ensure that they are the Nominated Person.

10.5 You shall have the use of the Hire Equipment from the date of Delivery until by the date and time agreed outlined within the Order Confirmation, unless otherwise amended by the parties by mutual agreement (**Hire Period**).

10.6 If you are an individual, unincorporated entity or a partner business of three or less partners, and the hire would be covered by the Consumer Credit Act 1974, the duration of the Hire Period shall not exceed 3 months and this Contract shall automatically terminate on the three-month anniversary of commencement of the Hire Period. Where you wish to retain the Hire Equipment for any further period, we shall issue you a new quote/proposal for a new contract between us.

10.7 You shall:

(a) elect a Nominated Person to facilitate delivery;

(b) procure that your duly authorised representative shall be present at the delivery of the Hire Equipment. Acceptance of the Hire Equipment by your representative shall constitute conclusive evidence that you have examined the Hire 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 us, your duly authorised representative shall sign a receipt confirming such acceptance;

(c) take such steps (including compliance with all safety and usage instructions provided by us) as may be necessary to ensure, so far as is reasonably practicable, that the Hire 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;

- (d) at your sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Delivery to be carried out safely and expeditiously;
- (e) keep us fully informed of all material matters relating to the Hire Equipment;
- (f) keep the Hire Equipment at all times at the Hire Venue and shall not move or attempt to move any part of the Hire Equipment to any other location without our prior written consent;
- (g) permit us or our duly authorised representative to inspect the Hire Equipment at all reasonable times and for such purpose to enter the Hire Venue or any premises at which the Hire Equipment may be located, and shall grant reasonable access and facilities for such inspection;
- (h) not use the Hire Equipment for any unlawful purpose;
- (i) ensure that at all times the Hire Equipment remains identifiable as being our property and wherever possible shall ensure that a visible sign to that effect is attached to the Hire Equipment;
- (j) deliver up the Hire Equipment at the end of the Hire Period or on earlier termination of this agreement, or if necessary allow us to enter the Hire Venue or any other premises where the Hire Equipment is located for the purpose of removing the Hire Equipment; and
- (k) not do or permit to be done anything which could invalidate the insurances in respect of the Hire Equipment.

10.8 The Hire Equipment shall remain our property at all times and you shall have no right, title or interest in or to the Hire Equipment (save the right to possession and use of the Hire Equipment subject to the terms and conditions of this Contract).

10.9 You shall give us immediate written notice in the event of any loss, accident or damage to the Hire Equipment arising out of or in connection with your possession or use of the Hire Equipment.

10.10 We warrant that the Hire Equipment shall substantially conform to its specification (as made available to you by us), be of satisfactory quality and fit for any purpose held out by you. We shall remedy, free of charge, any material defect in the Hire Equipment which manifests itself within 24 hours from Delivery, provided that:

- (a) you notify us of any defect without delay;
- (b) we are permitted to make a full examination of the alleged defect;
- (c) the defect did not materialise as a result of yours or your authorised personnel's misuse, neglect, alteration, mishandling or unauthorised manipulation;
- (d) the defect did not arise out of any information, design or any other assistance supplied or furnished by you or on your behalf; and
- (e) the defect is directly attributable to defective material, workmanship or design.

10.11 If we fail to remedy any material defect in the Hire Equipment in accordance with clause 10.10, we shall, at your request, accept the return of part or all of the Hire Equipment and make an appropriate reduction to the Charges payable during the remaining term of the agreement and, if relevant, return any relevant Deposit (or any part of it).

## **11. INSURANCE OPTION 1 - HIRER TO INSURE (APPLICABLE ONLY TO HIRE EQUIPMENT)**

11.1 Where you choose to effect your own insurance in the Order Confirmation, you shall:

- (a) at your own expense, obtain and maintain insurance of the Hire Equipment with a reputable insurance provider 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 we may from time to time nominate in writing;
- (b) name us as a loss payee in relation to any claim relating to the Hire Equipment and shall be responsible for paying any deductibles due on any claims under such insurance policies.

- 11.2 The risk of loss, theft, damage or destruction of the Hire Equipment shall pass to you on Delivery and shall remain at your sole risk while the Hire Equipment is in your possession, custody or control until such time as the Hire Equipment is redelivered us (the **Your Risk Period**).
- 11.3 Should any damage to the Hire Equipment occur during the Risk Period which is not caused by our act or omission, you shall be liable for the cost of any replacement or repair and any consequential losses (for example cancellation of future orders for the Hire Equipment or sub-hire of alternative equipment to satisfy future orders for the Hire Equipment) (**Risk Liabilities**).
- 11.4 Where your insurance is, for any reason, not sufficient to cover the Risk Liabilities, you will be liable to settle the Risk Liabilities.

## 12. INSURANCE OPTION 2 – STAGE ENGAGE TO INSURE (APPLICABLE ONLY TO HIRE EQUIPMENT)

- 12.1 Where you elect to rely on our insurance in the Order Confirmation, you shall pay us an additional Charge for us to effect insurance on your behalf, such amount to be outlined in the Order Confirmation.
- 12.2 The risk of loss, theft, damage or destruction of the Hire Equipment shall remain with us throughout the Hire Period.
- 12.3 In the event of loss, theft, damage or destruction of the Hire Equipment, you shall be liable to pay an additional Charge equal to the amount of excess due to the insurer under any resulting insurance claim (**the Excess**). The Excess is currently £ £250.
- 12.4 You agree to a pre-authorised hold of the Excess on your credit card for the duration of the Hire Period.
- 12.5 No funds will be debited from your account unless any Hire Equipment is lost, stolen, damaged or destroyed during the Hire Period. If the Hire Equipment is returned without damage, the pre-authorisation will be released. If the Hire Equipment is returned damaged or is lost or stolen during the Hire Period, we shall charge you the Excess.

## 13. DEFAULT OF YOUR OBLIGATIONS

- 13.1 If you fail to fulfil any obligation listed in clause 9.1 or, if applicable, clause 10.7 (**Your Default**):
- (a) we will be entitled to suspend performance or supply of the Products until you remedy Your Default, and to rely on Your Default to relieve us from the performance or supply of the Products, in each case to the extent Your Default prevents or delays performance or supply of the Products. In certain circumstances Your Default may entitle us to terminate the Contract under clause 21 (Termination);
  - (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform or supply the Products;
  - (c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

## 14. OUR CHARGES

- 14.1 In consideration of us providing the Products you must pay our charges (**Charges**) in accordance with this clause 14.
- 14.2 The Charges are the prices and expenses displayed in our Order Confirmation.
- 14.3 If you wish to change the scope of the Products after we accept your order, and we agree to such change, we will modify the Charges accordingly.
- 14.4 If for any reason the Products should be supplied or performed beyond the timescale agreed in our Order Confirmation (for example hire or an event overruns), we shall, entirely at our discretion, charge you a reasonable fee reflecting the additional Products provided to you and any losses suffered by us as a result of the overrun.
- 14.5 Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Products you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.



## 15. HOW TO PAY

15.1 Payment for the Products is in advance with:

- (a) up to 100% of the Charges being paid to us by you at the time of booking, such proportion to be determined solely at our discretion and outlined in the Order Confirmation (**the Deposit**); and
- (b) any remaining balance of the Charges at least 72 hours prior to commencement of the Products.

15.2 We can take debit card or credit card payments of up to £2,000, otherwise payment must be by BACS transfer. We do not accept cheques. For any failed or cancelled payments, a £20 administration fee will be levied.

15.3 If you fail to make a payment under the Contract by the due date, then, without limiting our remedies under clause 21 (Termination), you will have to 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 15.3 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at least 8% a year for any period when that base rate is below 0%.

15.4 All amounts due under this agreement 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).

## 16. CREDIT ACCOUNT

16.1 At our entire discretion, we may offer certain business customers a credit account with us.

16.2 Both parties agree that upon our acceptance of your credit account, these terms will be varied to reflect our written offer of credit to you (**Credit Agreement**). If you are an unincorporated entity or partnership consisting of three or less partners, our offer of credit shall not exceed 12 months/12 monthly instalment payment terms.

16.3 You hereby confirm that if credit facilities are approved, you will settle the account in accordance with our Credit Agreement and agree that failure to comply will result in immediate withdrawal of the credit facility and that all sums then outstanding will become due.

16.4 In processing your application for credit facilities, we may make enquiries of credit reference agencies and other third parties who may record those enquiries. We may also disclose information about your credit conduct to credit reference agencies and other third parties.

16.5 The information obtained from or provided to credit reference agencies or other third parties may be used when assessing further applications for credit terms, for debt collection, for tracing and for fraud prevention.

16.6 Searches will be conducted against the personal credit records of business owners or partners where you are an unincorporated entity.

16.7 By applying for credit with us, you consent to a credit search being made on you annually until such time as your credit account with us is closed.

## 17. INTELLECTUAL PROPERTY RIGHTS

17.1 All intellectual property rights in or arising out of or in connection with the Products, including but not limited to those deliverables listed in the Order Confirmation (**the Deliverables**) (other than intellectual property rights in any materials provided by you) will be owned by us unless or until assigned by us to you.

17.2 **Assignment of Deliverables.** Subject to payment in full of all monies due to us under the Contract, we shall assign, by way of present and future assignment with full title guarantee to you all Intellectual Property Rights in the Deliverables save for rights held by us in any Our Materials or held by others in the third-party materials. Where Our Materials or third-party materials are used, we, or our sub-contractor who will act on our behalf, shall arrange or grant you a suitable licence for use

of those materials. For the avoidance of doubt, this excludes any raw footage and edit files unless otherwise agreed between us in writing in advance.

- 17.3 **Raw Footage, Images and Edit Files.** Unless otherwise agreed between the parties, any raw footage captured by us during our performance of the Products, any images that taken by us during the Contract and any edit files arising out of the Products reflect the know-how, methodology and intellectual capital that we have developed or acquired prior to performing the Products. As a result, unless expressly listed as a Deliverable, all intellectual property rights in the raw footage, images/photography and edit files shall be retained by us.
- 17.4 **Your Intellectual Property Rights.** You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Products to you.
- 17.5 **Our own promotion.** We shall retain the right to use the Deliverables, any photographs or images taken by us during the Contract and information relating to the broad nature of the Products, for our own promotional use, including presentations, showreels and on our website and social media platforms. We may also add our own credit (name and logo) to any Deliverable. We may, at our discretion, agree to not exercise our right if you are able to reasonably evidence that such use may be detrimental to your reputation or commercial interests.

## 18. HOW WE MAY USE YOUR PERSONAL INFORMATION

### 18.1 Definitions.

We will use any personal information you provide to us to:

- (a) provide the Products;
- (b) process payment for the Products; and
- (c) inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

(together the **Agreed Purposes**)

- 18.2 The parties acknowledge that for the purposes of the Data Protection Legislation, you are the data controller and we are the data processor, save where data is contained within Raw Footage or used for our business operation purposes, in which case we shall be the data controller.
- 18.3 Both parties will comply with all applicable requirements of the Data Protection Legislation. This is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 18.4 You will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to us for the duration of this agreement and the Agreed Purposes.
- 18.5 For more information on how we use personal data please visit [www.stageengage.co.uk/privacy-policy](http://www.stageengage.co.uk/privacy-policy).
- 18.6 **Data Protection Indemnity.** Each party shall indemnify the other against all claims and proceedings and all liability, loss, costs and expenses incurred by the other as a result of any claim made or brought by a data subject or other legal person in respect of any loss, damage or distress caused to them as a result of any breach by the other party of the Data Protection Legislation by that party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. Our liability shall be limited under clause 19 and clause 20.

## **19. LIMITATION OF LIABILITY – CONSUMERS**

### **YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 19.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 19.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.
- 19.3 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the Services.
- 19.4 We are not liable for business losses. If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 20.

## **20. LIMITATION OF LIABILITY – BUSINESS CUSTOMER**

### **YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 20.1 We have obtained insurance cover in respect of our own legal liability in respect of Product Liability and Public Liability for individual claims not exceeding £5,000,000 per claim (subject to amendment from time to time). The limits and exclusions in this clause reflect the insurance cover we have been able to arrange and you are responsible for making your own arrangements for the insurance of any excess loss.
- 20.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
  - (d) defective products under the Consumer Protection Act 1987; or
  - (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 20.3 Subject to clause 20.2, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (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; and
- (g) any indirect or consequential loss.

20.4 Subject to clause 20.2, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to:

- (a) in the case of an uninsured liability, 100% of the total Charges payable under the Contract within the 12-month period preceding the claim; or
- (b) in the case of an insured liability, the respective limit of liability cited in our insurance policy at that time.

For the avoidance of doubt, whether we are insured or uninsured will be entirely determined by the cover available under our insurance policy at that time.

20.5 Except to the extent expressly stated in Clause 7.2 and 10.10, all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

20.6 This agreement sets forth the full extent of our obligations and liabilities in respect of the Hire Equipment and its hiring to you. 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 us except as specifically stated in this agreement. Any condition, warranty or other term concerning the Hire Equipment which might otherwise be implied into or incorporated within this agreement, whether by statute, common law or otherwise, is expressly excluded.

20.7 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of you having grounds to make a claim in respect of the event and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

20.8 This clause 20 will survive termination of the Contract.

## **21. TERMINATION**

21.1 Without limiting any of our other rights, we may suspend the performance or supply of the Products, or terminate the Contract with immediate effect by giving written notice to you if:

- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 5 days of you being notified in writing to do so;
- (b) you fail to pay any amount due under the Contract on the due date for payment;
- (c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business;
- (d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- (e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

21.2 On termination of the Contract you must return all of Our Materials and any deliverables specified in your order which have not been fully paid for. If you fail to do so, then we may enter your premises and take possession of them. Until they have

been returned, you will be solely responsible for their safe keeping and must not use them for any purpose unconnected with the Contract.

- 21.3 Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.
- 21.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

## **22. EVENTS OUTSIDE OUR CONTROL**

- 22.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).
- 22.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
  - (a) we will contact you as soon as reasonably possible to notify you; and
  - (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance or supply of the Products with you after the Event Outside Our Control is over.
- 22.3 You may cancel the Contract affected by an Event Outside Our Control. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the charges reasonably and actually incurred us by in performing or supplying the Products up to the date of the occurrence of the Event Outside Our Control.

## **23. NON-SOLICITATION**

- 23.1 You must not attempt to procure products that are competitive with the Products from any of our directors, employees or consultants, whether as an employee or on a freelance basis, during the period that we are providing the Products to you and for a period of six months following termination of the Contract.

## **24. COMMUNICATIONS BETWEEN US**

- 24.1 When we refer to "in writing" in these Terms, this includes email.
- 24.2 Any notice or other communication given under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first-class post or other next working day delivery service, or email.
- 24.3 A notice or other communication is deemed to have been received:
  - (a) if delivered personally, on signature of a delivery receipt;
  - (b) if sent by pre-paid first class post or other next working day delivery service, on the second working day after posting; or
  - (c) if sent by email, at the next working day after transmission.
- 24.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 24.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

## 25. GENERAL

- 25.1 **Assignment and transfer.** We may assign or transfer our rights and obligations under the Contract to another entity. You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.
- 25.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).
- 25.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.
- 25.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 25.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 25.6 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.