

The Customer's attention is particularly drawn to Clause 13

**1. Definitions**

**Owner** means Projected Image Ltd of Unit 20 Lion Court, Roentgen Road, Basingstoke, Hampshire, RG24 8QU.

**Customer** the person who hires or agrees to hire the Goods/and or Services from the Owner.

**Conditions** the terms and conditions of hire as set out in this document and any special terms and conditions agreed in writing by the Owner.

**Goods** the items which the Customer agrees to hire from the Owner as set out in the Order.

**Price** the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.

**Force Majeure Event** has the meaning set out in clause 15.

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

**Order** the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form OR the Customer's written acceptance of the Owner's quotation

**Services** the services supplied by the Owner to the Customer as set out in the Order.

**Owner Materials** has the meaning set out in clause 11.1.6.

**2. Conditions**

2.1 These Conditions shall form the basis of the contract between the Owner and the Customer in relation to the hire of Goods and/or Services, to the exclusion of all other terms and conditions including the Customer's standard conditions of purchase or any other conditions which the Customer may purport to apply under any purchase order or confirmation of order or any other document.

2.2 All orders for Goods and/or Services shall be deemed to be an offer by the Customer to hire Goods and/or Services from the Owner pursuant to these Conditions.

2.3 Acceptance of delivery of the Goods or commencement of the Services shall be deemed to be conclusive evidence of the Customer's acceptance of these Conditions.

2.4 These Conditions may not be varied except by the written agreement of [a director of] the Customer.

2.5 These Conditions represent the whole of the agreement between the Owner and the Customer. They supersede any other conditions previously issued.

**3. Price**

The Price shall be the price quoted on the Order and is valid for 90 days.

**4. Payment and Interest**

4.1 Payment of the Price and VAT shall be due within 30 days of the date of the Owner's invoice unless stated otherwise.

4.2 The Customer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Owner.

**5. Goods**

5.1 The Goods are described in the Order.

5.2 The Owner reserves the right to amend or change the specification of the Goods if required by any applicable statutory or regulatory requirements.

**6. Delivery of Goods**

6.1 Unless Collection is arranged, delivery of the Goods shall be made to the Customer's provided address. The Customer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Owner for delivery.

6.2 If the Customer fails to take delivery of the Goods on the agreed delivery date, and the Owner is required to return goods and arrange for re-delivery, the Owner shall be entitled to charge the Customer the reasonable costs of so doing.

**7. Acceptance of the Goods**

7.1 The Customer shall be deemed to have accepted the Goods on the day of delivery.

7.2 Where the Customer has accepted, or has been deemed to have accepted, the Goods the Customer shall not be entitled to reject Goods which are not in accordance with the contract.

**8. Title and risk**

8.1 Risk shall pass on delivery of the Goods to the Customer's address.

8.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Owner and shall not pass to the Customer.

8.3 The Customer shall hold the Goods as bailee for the Owner and shall store or mark them so that they can at all times be identified as the property of the Owner.

8.4 The Owner may at any time and without any liability to the Buyer:

8.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Customer's right to use, sell or otherwise deal in them; and

8.4.2 for that purpose (or determining what if any Goods are held by the Customer and inspecting them) enter any premises of or occupied by the Customer.

**9. Carriage of Goods**

Carriage will be chargeable on all sales. This price is determined by the location of delivery.

**10. Supply of Services**

10.1 The Owner shall provide the Services to the Customer in accordance with the Quotation in all material respects. For the avoidance of doubt, the Services do not extend to the provision of advice in respect of the Customer's compliance with legislation unless specifically stated in the Quotation or otherwise expressly agreed between the parties.

10.2 The Owner shall use all reasonable endeavors to meet any performance dates for the Services specified in the Order.

10.3 The Owner shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Owner shall notify the Customer in any such event.

10.4 The Owner warrants to the Customer that the Services will be provided using reasonable care and skill.

10.5 Where the Owner is to set-up and/or operate the Equipment, before the start of the Event:

10.5.1 the Customer shall provide or procure the provision of such information as the Owner shall reasonably require concerning the facilities, lay-out and suitability of the Venue (on which information the Owner may rely); and/or

10.5.2 the Owner shall be entitled to visit and assess the facilities, lay-out and suitability of the Venue, in the context of the proposed Equipment and Services to be provided. The Customer shall provide the Owner with such co-operation and assistance as it may reasonably request from the Customer in connection with any visit to and assessment of the Venue.

10.5.3 The Owner shall have the right to make changes to or replace the Equipment, or make changes to the Services, or alter the charges or otherwise vary the terms of the Contract, in any case to the extent it reasonably considers necessary in the light of information provided concerning the set-up at the Venue after the issue of the Quotation or of findings from its own assessment of the set-up at the Venue made after the issue of the Quotation.

**11. Customer's obligations**

11.1 The Customer shall:

11.1.1 Ensure that the terms of the Order are complete and accurate;

11.1.2 Co-operate with the Owner in all matters relating to the Services;

11.1.3 Provide the Owner, its employees, agents, consultants and subcontractors, with access to the Customer's premises as reasonably required by the Owner to provide the Services;

11.1.4 Provide the Owner with such information and materials as the Owner may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;

11.1.5 Obtain and maintain all necessary licenses, permissions and consents which may be required for the Services before the date on which the Services are to start; excluding radio microphone licenses which the Owner will arrange pre-hire;

# projectedimage

## Terms and conditions for supply of goods and services

- 11.1.6 Keep and maintain all materials, equipment, documents and other property of the Owner (Owner Materials) at the Customer's premises in safe custody at its own risk, maintain the Owner Materials in good condition until returned to the Owner, and not dispose of or use the Owner Materials other than in accordance with the Owner's written instructions or authorisation.
- 11.1.7 All apparatus is suitably packed where necessary. Such packing must be used by the Customer when returning the apparatus, otherwise the cost of such packing will be charged to the Customer.
- 11.1.8 All damage to the equipment shall be reported to the Owner within 24 hours and the cost of repairs shall be payable under the conditions specified in clause 4 of the Terms and Conditions of Hire.
- 11.1.9 The hiring period of the equipment shall commence at the time specified in the Agreement Form and shall finish when the equipment is returned to the Owner's premises, or when the Owner has successfully collected the equipment by prior written agreement, and the Owner has acknowledged safe and complete receipt of the equipment. The equipment must be returned (or made available for collection) at the time and date specified in the Agreement Form, unless in the meantime the Owners have agreed to an extension. Extension of hire must be notified to the Owner at least 24 hours before the end of original hire period. If the equipment shall be injured, lost or destroyed in part of full the Customer shall be responsible for continued hire charges until all damage is rectified to the Owners sole satisfaction and / or monies to the full replacement value received by the Owner.
- 11.1.10 The equipment shall be the responsibility of the Customer at all times until returned to the Owner as defined in clause (8) above. In the event of loss of goods or any item thereof from whatsoever cause or reason, the Customer shall immediately pay to the owner the full costs of replacement, details of which are held by the owner.
- 11.1.11 The customer shall keep the equipment insured against fire, loss, damage or risk from whatever cause arising in the full replacement value thereof and will permit the Owner at all reasonable times to have access to the equipment and to inspect the state and conditions thereof.
- 11.1.12 The customer shall in no circumstances remove the equipment from the United Kingdom without obtaining the consent of the Owner in writing specifying the country to which the equipment is to be removed and in such event the Customer shall pay all additional insurance in respect of such removal of the equipment and shall indemnify the owner against all customs duties, taxes or other pecuniary levies either as a result of removal of the equipment from the United Kingdom or for the return of the equipment, and shall pay to the owner, if required, 10% of the value of the equipment supplied by way of a deposit, such sum to be returned to the Customer at the termination of hiring by Owner after deduction of any moneys due by the Customer to the Owner under this agreement.
- 11.1.13 If the equipment shall be injured or destroyed all moneys received or receivable in respect of such insurance as aforesaid shall forthwith be received by the Owner who shall, as the case may require, apply such moneys either in making good the damage done or in replacing the equipment by other articles of similar description and quality and such substitute articles shall become subject to the provisions of this agreement in the same manner as the articles for which they shall have been substituted.
- 11.1.14 The equipment shall be deemed to be in good condition at the beginning of the hire period unless any damage shall have been noted on the delivery note.
- 11.2 If the Owner's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
- 11.2.1 the Owner shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Owner's performance of any of its obligations;
- 11.2.2 the Owner shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Owner's failure or delay to perform any of its obligations as set out in this clause 11.2; and
- 11.2.3 The Customer shall reimburse the Owner on written demand for any costs or losses sustained or incurred by the Owner arising directly or indirectly from the Customer Default.
12. **Intellectual Property Rights**
- 12.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Owner.
- 12.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on the Owner obtaining a written license from the relevant licensor on such terms as will entitle the Owner to license such rights to the Customer.
- 12.3 All Owner Materials are the exclusive property of the Owner.
13. **Limitation of Liability: THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**
- 13.1 Nothing in these Conditions shall limit or exclude the Owner's liability for:
- 13.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 13.1.2 fraud or fraudulent misrepresentation;
- 13.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 13.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 13.1.5 defective products under the Consumer Protection Act 1987.
- 13.2 Subject to clause 13.1:
- 13.2.1 The Owner shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 13.3 This clause 13 shall survive termination of the Contract.
14. **Termination**
- 14.1 Any Order you place will constitute an offer capable of acceptance by the Owner. The Owner is not obliged to accept an Order and reserve the right to refuse an Order without giving any reason.
- 14.1.1 Without limiting its other rights or remedies, each party may terminate the Contract at any time by giving the other party no less than 14 days' notice. If you cancel an order you will be liable to pay us:
- 14.1.2 25% of charges if you cancel within 14 days of the commencement of the hire period
- 14.1.3 50% of charges if you cancel within 7 days of the commencement of the hire period
- 14.1.4 100% of charges if you cancel within 72 hours of the commencement of the hire period
- 14.2 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 14.2.1 the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;
- 14.2.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 14.2.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party];
- 14.2.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- 14.2.5 The other party (being an individual) is the subject of a bankruptcy petition or order;
- 14.2.6 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 14.2.7 An application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- 14.2.8 The holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 14.2.9 A person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

# projectedimage

## Terms and conditions for supply of goods and services

- 14.2.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.2.2 to clause 15.2.9 (inclusive);
- 14.2.11 The other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
- 14.2.12 the other party's financial position deteriorates to such an extent that in the Owner's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 14.2.13 The other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 14.3 Without limiting its other rights or remedies, the Owner may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 14.4 Without limiting its other rights or remedies, the Owner may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Owner if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 15.2.2 to clause 15.2.13, or the Owner reasonably believes that the Customer is about to become subject to any of them.
- 14.5 On termination of the Contract for any reason:
- 14.5.1 the Customer shall immediately pay to the Owner all of the Owner's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Owner shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 14.5.2 The Customer shall return all of the Owner Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Owner may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- 14.5.3 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 14.5.4 Clauses which expressly or by implication have effect after termination shall continue in full force and effect.
15. **Force Majeure**
- 15.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Owner including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Owner or any other party), failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, earthquake, epidemic or similar events, or default of suppliers or subcontractors.
- 15.2 The Owner shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
16. **General**
- 16.1 Notices.
- 16.1.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.
- 16.1.2 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action
- 16.2 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.3 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 16.4 Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 16.5 This Contract contains the entire agreement and understanding of the parties relating to the subject matter of this Contract and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral.
- 16.6 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Owner.
- 16.7 Governing law. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 16.8 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).