

sunbeam

The Customer's attention is particularly drawn to the provisions of clause 15 (Limitation of liability).

1. Interpretation

1.1 The following definitions and rules of interpretation apply in these Conditions.

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| Business Day | a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business; |
| Booking Confirmation | a form with a summary of any Services, Goods, Equipment and Venue hire to be provided under the Contract together with an advanced invoice on account of Charges; |
| Charges | the total consideration due under the Contract including cost of Goods and Services, costs of hire of Equipment and Venue, additional charges and other monies payable by the Customer under these Conditions; |
| Customer | the person or firm who agrees to purchase the Goods and/or Services and/or hire the Venue and/or Equipment from the Company; |
| Commencement Date | has the meaning given in clause 2.3; |
| Company | Sunbeam Photographic Limited registered in England and Wales with company number 07171165; |
| Conditions | these terms and conditions as amended from time to time in accordance with clause 27; |
| Contract | the contract between the Company and the Customer for the supply of Goods and/or Services and hire of Equipment and/or Venue in accordance with these Conditions comprising the Booking Confirmation, these Conditions and our Venue Guidelines Booklet. |
| Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures | as defined in the Data Protection Legislation; |

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| Damage Waiver | fee of 15% of the Charges for Equipment hire |
| Data Protection Legislation | the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications; |
| Equipment | all fixtures, vehicles, lighting and other materials provided for hire by the Company or by any sub-contractor of the Company under the Contract; |
| First Option | a non-binding, non-transferable option given by the Company to the Customer for a specified job, date, venue, rate and/or package; |
| Force Majeure Event | has the meaning given to it in clause 19; |
| Goods Specification | any specification for the Goods that is agreed by the Customer and the Company; |
| Intellectual Property Rights | patents, copyright and related rights, trade marks, business names and domain names, 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 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; |
| Off-Site | any area or premises that is not the Premises; |
| Premises | Ladbroke Hall, 79 Barlby Road, London W10 6AZ ; |
| Provisional Confirmation | Booking verbal or written confirmation by the Customer to the Company that it wishes to proceed with a shoot or event at the Venue, as applicable; |
| Rate Cards | list of the hourly, daily and weekly rates for hire of the Venue and Equipment in force from time to time |
| Second Option | a non-binding, non-transferable option issued to the Customer when the required studio/date already has a First Option in place and to register the Customer's interest in the studio and date; |
| Services | the services to be supplied by the Company to the |

Customer as set out in the Service Specification;

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| Service Specification | the description or specification for the Services as set out in the Booking Confirmation and as further amended from time to time in writing (including email); |
| Total Loss | the Equipment is, in the reasonable opinion of the Company, damaged beyond repair, lost, stolen, seized or confiscated; |
| UK Data Protection Legislation | all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended. |
| Venue | those areas at the Premises to be hired by the Customer specified in the [Booking Confirmation]; |
| Venue Guidelines | the restrictions on the use of the Venue and the Equipment as notified to the Customer from time to time; |

1.2 Interpretation:

- 1.2.1 a reference to a party includes its personal representatives, successors and permitted assigns.
- 1.2.2 a reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.2.3 any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.4 a reference to **writing** or **written** includes and email.

2. Basis of Contract

- 2.1 Neither a First Option nor a Second Option shall constitute an offer capable of acceptance by a Customer.
- 2.2 Notice by the Customer to the Company to confirm an Option constitutes an offer by it to purchase Goods and/or Services and/or hire the Venue and Equipment in accordance with these Conditions and shall constitute a Provisional Booking Confirmation.
- 2.3 The offer by the Customer referred to in 2.2 above shall only be deemed to be accepted when the Company issues written acceptance to the Customer in the form of the Booking Confirmation at which point and on which date the Contract shall come into existence

(**Commencement Date**) and shall be confirmed by the issue of the Booking Confirmation.

- 2.4 Any samples, drawings, descriptive matter or advertising issued by the Company and any illustrations or descriptions of the Services contained in the Company's publicity material or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6 All of these Conditions shall apply to the supply of Goods and Services and the hire of Equipment and Venue except where application to one or other is specified.

3. Goods

- 3.1 The Goods, are described in any applicable Goods Specification.

4. Venue Hire ^[1]_[SEP]

- 4.1 The Venue is available for use between 9am and 6pm on Business Days at standard rates. For use outside these hours, overtime rates apply as set out on the Rate Cards.
- 4.2 The Hire Period cannot be extended other than with the prior written consent of the Company.
- 4.3 Charges apply from the agreed booking time specified in the Contract or from the time the Customer, its contractors or its representatives enter the Venue, whichever is the earlier, and ends at the end of the booking time specified in the Contract or when the Customer exits the Venue leaving it vacant and clear of any Customer property, whichever is the later.
- 4.4 The Venue is supplied to the Customer clean and, where applicable, with a white-painted cove.
- 4.5 No alterations decorations or additions to the Venue are permitted without the written consent of the Company and at the end of the Hire Period the Venue must be surrendered in the same condition that it was in at the start of the Hire Period (less any reasonable wear and tear). All reasonable costs and necessary expenses directly incurred by the Company arising out of any breach of this Condition (including general or specialist cleaning charges) shall be paid by the Customer in full immediately upon the Company's demand.
- 4.6 Any materials brought onto the Premises, including those used in connection with sets constructed by the Customer or other materials or packaging in general brought on site by the Customer shall be removed from the Venue at the Customer's expense at the end of the Hire Period.
- 4.7 Any materials left on the Premises by the Customer without the Company's agreement in advance will be disposed of as the Company deems fit.
- 4.8 The Customer shall be responsible for any loss or damage to or theft of its own equipment or property or that of its guests.

- 4.9 The Venue is available only for the exclusive use of the Customer named in the booking and the Customer is not permitted to sub-contract, sub-let or otherwise permit any third party to utilise or share use of the Venue without the prior written consent of the Company. The Company reserves the right to refuse entry to the Venue to any person or to host any activity or event which it deems (acting reasonably) may be likely to be in breach of the [Venue Guidelines] or to be dangerous, unlawful, offensive or otherwise prejudicial to the reputation or goodwill of the Company.
- 4.10 External or third-party caterers are not permitted at the Venue and the Customer is obliged to order all catering and beverages to be consumed in the Venue through the Company including food deliveries of any kind.

5. Off-Site Equipment Hire Period

- 5.1 This clause shall only apply to the Equipment to be used Off-Site and is read in conjunction with clause 7.
- 5.2 Off-site Equipment Hire Period starts on the date agreed in the Contract and shall be calculated on the following basis:
- 5.2.1 1 day: Any 24-hour period commencing from the time the Equipment leaves the Company's premises until the same time the following day; ^[L]_[SEP]
- 5.2.2 1 week: Any continuous period of 7 days calculated in accordance with 5.2.1) above; ^[L]_[SEP]
- 5.2.3 1 month: Any continuous period of 30 days calculated in accordance with 5.2.1 above; ^[L]_[SEP]
- 5.2.4 Weekend: The period from 4.00 p.m. on Friday to 10.00 a.m. on Monday, which is to be calculated as a period of one day for the purposes of these Conditions; ^[L]_[SEP]
- 5.2.5 Early Pick-Up: Provided that the Equipment is available, the Equipment can be collected after 4.00 p.m. the day before the Hire Period is due to start and, returned by 10.00 a.m. the day after the end of the Hire Period without incurring further charges unless the Hire Period has been extended without the prior written consent of the Company.

6. Delivery of Goods/Services Off-Site

- 6.1 Where the Goods/Services or Equipment are to be delivered Off-Site, the Company shall deliver them to the location set out in the Booking Confirmation or such other location as the parties may agree (**Delivery Location**) and the Customer shall provide access to the Supplier to the Delivery Location as may be required to facilitate delivery of the Goods and/or Equipment.
- 6.2 The Company shall have no liability for any failure to deliver the Goods/Services/Equipment to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any access or facilities reasonably required for or related to the supply.

7. Title and Risk

- 7.1 The risk of loss, theft, damage or destruction of the Goods and Equipment shall pass to the Customer on completion of delivery of the Goods or the Equipment to the Customer or start of the Hire Period, as applicable.

- 7.2 Title to the Equipment shall not pass to the Customer.
- 7.3 During the Hire Period and any further term during which the Equipment is in the possession, custody or control of the Customer, the Customer shall:
- 7.3.1 store the Equipment separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
 - 7.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment or modify or tamper with the Equipment;
 - 7.3.3 not remove the Equipment from the Venue unless the hire is for Off-Site; ^[1]_{SEP}
 - 7.3.4 use the Equipment in accordance with good industry practice and any instructions given or provided by the Company including instructions or guidance from any third-party sub-contractor of the Company;
 - 7.3.5 not part with possession, sell, pledge, encumber or suffer any lien to be created over the Equipment;
 - 7.3.6 maintain the Equipment in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery; and
 - 7.3.7 notify the Company immediately if it becomes subject to any of the events listed in clause 17.1.2 to 17.1.3.
 - 7.3.8 ensure the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed and operated in a proper manner by trained and authorised personnel;
 - 7.3.9 keep the Company fully informed of all material matters relating to the Equipment;
 - 7.3.10 maintain operating and maintenance records of the Equipment and make copies of such records readily available to the Company, together with such additional information as the Company may reasonably require; ^[1]_{SEP}
 - 7.3.11 ensure that any persons using the Equipment shall abide by these Conditions at all times.
- 7.4 The Company may at any time:
- 7.4.1 require the Customer to deliver up the Equipment in its possession; and
 - 7.4.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Equipment is stored in order to recover it.
- 7.5 Subject to anything to the contrary notified to the Company in accordance with this clause, all Equipment supplied by the Company is deemed to be in good condition and in a good state of repair. It is the Customer's responsibility to notify the Company of any visible defects or faults with the Equipment before the commencement of use, failure to do so will result in liability for the damage passing to the Customer. The Customer is obliged to return the Equipment to the Company in the condition in which it was supplied. Where any of the Equipment has been lost or damaged, the Customer shall be liable for the repair or replacement value and shall indemnify the Company against all losses, costs or fees suffered or incurred by the Company as a result of any breach of the Customer of its obligations under clause 7 and where any of the Equipment has not been returned to the Company on time, the Customer shall be liable for additional Charges as set out in the Rates Cards

8. Supply of Services

- 8.1 The Company shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 8.2 The Company reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.
- 8.3 The Company warrants to the Customer that the Services will be provided using reasonable care and skill.

9. Insurances

- 9.1 During the Hire Period, the Customer shall (without prejudice to the liability of the Customer to the Company) keep the Equipment insured for its full replacement value throughout the Hire Period against all risks including third party risks loss or damage by fire theft (whether or not involving forcible or violent entry or exit to premises) and other risks usually covered by comprehensive insurance of products of the type of the Equipment and evidence of such policy is to be provided to the Company on request.
- 9.2 In the event that the Customer does not provide the Company with a copy of an operational insurance policy to cover the Equipment as set out in clause 9.1 above at least one Business Day prior to the commencement of the Hire Period, the Customer shall be charged, in addition to the Charges, a Damage Waiver.
- 9.3 The following Damage Waiver terms will then apply in the event of damage to or loss of the Equipment and the Customer expressly acknowledges and agrees to such terms:
- 9.3.1 Excess - first £500 each and every loss, for which the Customer shall be responsible; and
- 9.3.2 Exclusions:
- (a) Damage caused by corrosion, excessive heat, water, dampness or physical mistreatment;
 - (b) Damage arising from:
 - (i) Breakage of flash tubes, bulbs or lenses used in association with lighting equipment;
 - (ii) Damage to glass and other fragile or brittle articles unless such damage is caused by fire, theft or as a result of an accident to the vehicle in which article(s) is/are being transported;
 - (iii) Theft from unoccupied vehicles;
 - (iv) Damage or loss as a result of negligence either accidental or deliberate; and
 - (v) Consequential loss of any description.
- 9.4 The Company shall itself be entitled (but not obliged) at any time and from time to time to effect at the expense of the Customer insurance against all or any of the contingencies referred to in clause 9.6 and against any other contingency which the Company may in its absolute discretion decide.

- 9.5 The Customer shall not use or allow the Equipment to be used for any purpose or by any person not permitted by the terms and conditions of the policy of insurance or Damage Waiver (by whomsoever effected) and shall not, for the duration of the Hire Period, do or omit to do any act or thing whereby such insurance or Damage Waiver terms would or may be vitiated or invalidated and/or jeopardise the prospect of a successful insurance claim in respect of any loss of or damage to the Equipment.
- 9.6 The Company reserves the right to terminate usage of any Equipment if the Company considers that the Equipment, employees, suppliers, subcontractors or agents, would or may be put at risk if such usage were to continue, for example in adverse weather conditions. In these circumstances, Hire Charges shall remain payable by the Customer in full.
- 9.7 In the case of theft of the Equipment, the Customer shall report any loss to the local police within 24 hours and a copy of the police report/crime reference number must be supplied to the Company within 24 hours of receipt.
- 9.8 The Customer shall within 24 hours of the occurrence of any loss (whether by theft, damage or otherwise) to the Equipment, give written notice to the Company of any occurrence which will or may give rise to a claim being made on any insurance. Where the Customer has effected insurance, the Customer shall not compromise any claim without the consent of the Company, shall allow the Company to take over the conduct of negotiations (except in relation to claims of the Customer for personal injuries, loss of use of the Equipment, or loss or damage to the property of the Customer unconnected with the Equipment) and shall at the expense of the Customer take such proceedings (in the sole name of the Customer or jointly with the Company) as the Company shall direct, holding all sums recovered, together with any monies received by the Customer under its policy of insurance, on trust for the Company and paying or applying the same as the Company directs and as herein provided.

10. Customer's Obligations

- 10.1 The Customer shall:
- 10.1.1 comply with its obligations under these Conditions and in particular the terms of clause 7 and clause 9;
- 10.1.2 ensure that the terms of the Booking Confirmation and any information it provides in the Service Specification and the Goods Specification are complete and accurate;
- 10.1.3 co-operate with the Company in all matters relating to the Contract;
- 10.1.4 provide the Company with such information, materials and access as the Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 10.1.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Services or hire of the Equipment and/or Venue before the date on which the Services are to be supplied or the Hire Period are to start;
- 10.1.6 comply with (and procure that all parties under their control comply with) all health and safety laws fire and security laws and regulations applicable to the Venue as notified either in advance or publicised at the Venue;

- 10.1.7 comply with any additional obligations as set out in the Service Specification and the Goods Specification;
 - 10.1.8 not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Company in the Venue and/or Equipment; ^[11]_[SEP]
 - 10.1.9 not use the Venue and / or Equipment for any unlawful, immoral, or offensive purpose;
 - 10.1.10 deliver up the Equipment and vacate the Venue at the end of the Hire Period or on earlier termination of the Contract;
 - 10.1.11 obtain any necessary licences and permissions required by the Company or any authority or third party to enable the Customer to use the Equipment for the purposes of the hire; ^[11]_[SEP]
 - 10.1.12 not do or permit or suffer to be done in or in the surroundings of the Premises any act or thing which may be or become a nuisance, damage, annoyance or disturbance to the Company or to the owners or occupiers of any neighbouring property; and
 - 10.1.13 not to portray the Company, the Venue or any Services in a derogatory or negative manner.
- 10.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
- 10.2.1 without limiting or affecting any other right or remedy available to it, the Company shall 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 in each case to the extent the Customer Default prevents or delays the Company's performance of any of its obligations; and
 - 10.2.2 the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 10.2.

11. Charges and Payment

- 11.1 The charges for Goods, Services and Equipment:
 - 11.1.1 shall be the price set out in the Booking Confirmation or, if no price is quoted, the price set out in the Company's published price list and Rate Card in force from time to time; and
 - 11.1.2 shall be exclusive of all costs and charges of packaging, insurance, transport, if any, which shall be invoiced to the Customer;
 - 11.1.3 The Company shall be entitled to charge an overtime rate as set out on the Rate Card on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside of the time stated on the Booking Confirmation.
- 11.2 The advance invoice included in the Booking Confirmation Form must be paid before the start of the Hire Period.
- 11.3 The balance of the Charges and any other costs, charges, expenses are due 30 days from invoice unless otherwise agreed

- 11.4 The Company reserves the right to increase the charges for the Services or hire of Venue or Equipment by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods, Services/Equipment to the Company that is due to:
- 11.4.1 any factor beyond the control of the Company;
- 11.4.2 any request by the Customer to change the delivery date(s), nature, quantities or types of Goods or Services ordered, or the Goods and Services Specification; or
- 11.4.3 any delay caused by any instructions of the Customer in respect of the Goods/Services or failure of the Customer to give the Company adequate or accurate information or instructions in respect of the Goods/Services.
- 11.5 The Company may act on the authority of any of the Customer's personnel unless the Customer has notified the Company in writing that certain personnel have no authority under the Contract.
- 11.6 Where the Company is required to place a security deposit with any third party for the hire of any piece of Equipment such deposit shall be paid to the Company by the Customer prior to the first day of the Hire Period.
- 11.7 The Company reserves the right to charge interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 on any late payments.
- 11.8 The Company shall have a general lien on any film, tape, digital media or other equipment or property in the possession of the Company or in the Venue for the payment of any monies due to the Company from the Customer.
- 11.9 Time for payment shall be of the essence of the Contract.
- 11.10 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services, Equipment or Goods.
- 11.11 All amounts due under the Contract shall be paid in full without any, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

12. Intellectual Property Rights

- 12.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be the property of the Company.

13. Data Protection

- 13.1 Both parties will comply with all applicable requirements of the Data Protection Legislation and the terms of the Company's Data Protection Policy [*insert link*] which will apply to the Contract . The Policy is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

14. Confidentiality

- 14.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.2.
- 14.2 Each party may disclose the other party's confidential information:
- 14.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14; and
- 14.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

15. Limitation of Liability: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 15.1 The Company has obtained insurance cover in respect of its own legal liability for individual claims and the limits and exclusions in this clause reflect the insurance cover the Company has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 15.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 15.2.1 death or personal injury caused by negligence;
- 15.2.2 fraud or fraudulent misrepresentation; and
- 15.2.3 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 (title and quiet possession).
- 15.3 Subject to clause 15.2, the Company's total liability to the Customer shall not exceed a sum equal to the Charges paid under the Contract. The Company's total liability includes liability in contract, tort (including negligence), representations, breach of statutory duty, or otherwise, arising under or in connection with the Contract.
- 15.4 This clause 15.4 sets out specific heads of excluded loss:
- 15.4.1 Subject to clause 15.2, the types of loss listed in clause 15.4.2 are wholly excluded by the Company.
- 15.4.2 The following types of loss are wholly excluded:
- (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; or
- (g) indirect or consequential loss.

- 15.5 The Company shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that the delay or failure is a direct result of any delay or failure on the part of any sub-contractor or third-party supplier of the Company. The Company has given commitments to compliance of the Goods and Services with relevant specifications in clause 3.1 and 8. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 15.6 The Customer is liable for any loss or damage made to the Venue, fixtures and fittings, furniture, appliances or Equipment hired throughout the duration of the booking, unless caused by an employee, agent or representative of the Company.
- 15.7 This clause 15 shall survive termination of the Contract.

16. Indemnity

The Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any act or omission of the Customer, its contractors or agents in breach of these Conditions or by its use of the Venue, the Equipment or any Services supplied by the Company.

17. Termination/Cancellation

- 17.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 17.1.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within a reasonable period after notice in writing to do so and material breach includes breach by the Customer of the Venue Guidelines;
 - 17.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its 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 its assets or ceasing to carry on business;
 - 17.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
 - 17.1.4 the Company considers that the use of the Venue is or is likely to be materially prejudicial to the reputation or goodwill of the Company or is unlawful, immoral, offensive or dangerous; or
 - 17.1.5 a Total Loss occurs in relation to the Equipment.

- 17.2 If the Customer fails to pay any amount due under the Contract on the due date for payment, or the Customer fails to deliver any information required under the Venue Guidelines in good time prior to the start of the Hire Period or the Customer becomes subject to any of the events listed in clause 17.1.2 to clause 17.1.3, or the Company reasonably believes that the Customer is about to become subject to any of the events listed in clause 17.1.2 – 17.1.3 then without affecting any other right or remedy available to it, the Company may:-
- 17.2.1 may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Company; or
- 17.2.2 terminate the Contract with immediate effect by giving written notice to the Customer.

18. Consequences of Termination/Cancellation

- 18.1 In termination of the Contract by the Company under clause 17.1 or cancellation of an Event by the Customer (other than by the Customer under clause 17.1,) the following will apply:- :
- 18.1.1 the Customer shall pay 100% of the Charge agreed for the hire of the Venue for the Hire Period less any fees received by the Company for any re-letting of the Venue to a third party for all or part of the Hire Period;
- 18.1.2 an administration fee of [£100] plus VAT;
- 18.1.3 In respect of the hire of the Equipment or supply of Goods and/or Services, 100% of any costs and expenses incurred by the Company in connection with any confirmed Services, Goods or Equipment to be provided or already supplied under the Contract; and
- 18.1.4 the Customer shall return all of the Equipment and any Goods which have not been fully paid for. If the Customer fails to do so, then the Company 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.
- 18.2 In the event of cancellation of the Contract by the Company by reason of Force Majeure then the Company shall reimburse the Customer in full for all Charges paid to it by the Customer under the Contract save for the costs of any Goods or Services already provided to the Customer.
- 18.3 Any sums payable by the Customer on termination of the Contract may be recovered by the Company from any deposit paid by the Customer.
- 18.4 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, 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.
- 18.5 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

19. Force Majeure

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**).

20. Assignment and Other Dealings

- 20.1 The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 20.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Company.

21. Notices

- 21.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- 21.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 21.1.2 sent by email to the address specified in the Booking Confirmation Form.
- 21.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
 - (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 21.2(c), business hours means 10.00am to 4.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 21.2.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22. Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

23. Waiver

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

24. No Partnership or Agency

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

25. Entire Agreement

25.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

25.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.

25.3 Nothing in this clause shall limit or exclude any liability for fraud.

26. Third Parties Rights

26.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

26.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

27. Variation

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

28. Governing Law and Jurisdiction

28.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

28.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.