

## 1) Definitions

- a) The below terms "we", "us", "Sunley Events" and "the company" refers to Sunley Events Limited whereas "client", "hirer", "customer" and "you" refers to the person or organisation (of whom a named contact is representing) that is requesting the services they wish us to provide.
- b) Where an individual is booking our services on behalf of an organisation, they are confirming that they have the appropriate authority to do so and enter into a contract with us. It is their responsibility to ensure any purchase orders and paperwork is in order and that this does not constitute a reasonable excuse for delay of payment.
- c) "Equipment" means the equipment described or any individual item thereof.
- d) "Event" means the function that Sunley Events is supplying.
- e) "Site" or "Venue", means the location of the premises specified as the delivery address by the client.
- f) If there is an inconsistency in any format, then the priority order of Contract documents will be
  - (i) Contract & Hire agreement
  - ii) Order form as issued by Sunley Events at time of booking. It is the hirers responsibility to check all details on this document are correct. If there are changes or additions to the Contract, they are only effective if agreed in writing by authorised representatives of the parties and will subsequently prevail any existing agreements.

## 2) Event & Production Hire (Wet Hire)

- a) Any cancellations or notified changes must be made at least 30 clear days prior to the date of the event. If you fail to cancel your booking before this date you will be charged the full order fee. This ruling may be waived in very extreme circumstances, or should we manage to fulfil the date prior to the booking date. This applies to both dry and wet hire. Customers on a trade account must cancel a booking 14 days clear of the first delivery date where a PO has been issued. Full payment will be due if cancelled with 14 days of the first delivery date. A trade account is defined as a client on a 30 day credit account.
- b) Booking deposits will not be refunded under any circumstances. This applies to both dry and wet hire.
- c) If you are engaging Sunley Events for non-business related purposes and Sunley Events have not met you in person, the Consumer Protection (Distance Selling) Regulation 2000 may apply; meaning that you have the right to cancel the contract within seven (7) working days of receiving written acknowledgement of the Order Document. You can cancel your booking by writing to us by post or email.
- d) Verbal or written agreements of bookings are binding and subject you to the payment of the full fee quoted for the services. This applies both to dry and wet hire.
- e) The client / hirer is responsible for any damage to our equipment caused by any person at your event. You will be charged for the full cost of any repairs, or replacement(s) required. You will be advised of any damage as soon as it is caused. This applies both on a dry and wet hire.
- f) Equipment set up by the company must not be moved or other equipment added. This is strictly against our health and safety policy.
- g) It is the responsibility of the client to supply adequate electricity to the area in which Sunley Events equipment is being used. Please state the termination before the event. We can organise power arrangements with our generator fleet.
- h) Failed payment of any fees owed within 14 days after the date of the event or invoice (whichever is sooner) will result in pending legal action. We understand and will exercise our statutory right to interest

and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms. Overdue fees specified below will be enforced.

- i) Setup is included in your quote/ estimate. This is for setting up the equipment once. If the client or nominated party is not present we will set up the equipment where we deem the best place acceptable. If incorrect, the client may move the equipment at their own risk and will be liable for any damage caused in the moving of the equipment.
- j) It is the joint responsibility of Sunley Events and the customer to ensure equipment booked is suitable for use at the event venue. No refunds, part or full, will be given for non-use of specific equipment that cannot be used due to any venue restrictions imposed. Not all equipment is designed to fit through narrow doorways and/ or up staircases. It is the customer's responsibility to inform us of any access restrictions that may impede set up or restrict equipment use; in such cases these will be noted at the time of booking. This applies both to dry and wet hire.
- k) Only Sunley Events staff and authorised personnel may operate any equipment we provide on a wet hire. Under no circumstances may unauthorised personnel tamper, move or attempt to use equipment owned by ourselves. We are not liable for damage to property, or injury to persons caused directly by third party intervention.
  - l) We reserve the right to substitute alternative entertainment should uncontrollable circumstances dictate the need to do so.
  - m) We reserve the right in exceptional circumstances to substitute alternative equipment of a similar design and quality to that of the equipment stated on the order form. This applies to dry and wet hire.
  - n) Sunley Events will ensure that all electrical equipment is tested (Portable Appliance Testing) and in full safe working order prior to being dispatched. This applies to dry and wet hire.
  - o) We will not be responsible for any damage or loss to private or public property caused by invited or uninvited guests.
  - p) All equipment is visually checked prior to and/or on arrival. If we are linking our equipment within a fixed in-house audio system, we reserve the right to refuse to do so if the equipment is considered to be unsafe or liable to cause damage to any component linked to it. The hirer is liable if post inspections prove that damage has been caused by faulty equipment other than ours. We may carry out inspection on portable appliances if a valid PAT identifier is not found, the current rate of charge will apply in this circumstance.
  - q) The hirer is to provide offloading parking facilities up to a 44T articulated lorry as near to the performance/ delivery area as possible. Any parking charges, toll charges, or congestion charges we incur will be your responsibility to pay for. Parking penalties incurred by us will be your responsibility if adequate parking is not provided. This applies to dry and wet hire.
  - r) We will not be liable for non-fulfilment of this contract by the Management and/ or the team, although every reasonable precaution will be taken. In the event of the client seeking compensation, we will not be liable under any such claim, and we will only be liable for a sum up to and not exceeding the contracted amount. This includes non-fulfilment from not being able to attend an event due to bad weather, road traffic accidents and any other occurrence that may be deemed 'an act of god' which further includes but is not limited to, snow, flooding and hurricanes of any size.
  - s) We operate under the laws of England, UK.
  - t) All events should provide public liability insurance suitable for all activities that your event undertakes, and insurance for the equipment costs (available on request) as we are not liable for this within your events, although we will always operate safely and conduct personal risk assessments. We are however in possession of £5m Public & Product Liability Insurance in respect of our actions and equipment.

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- u) We will require a booking deposit to confirm the booking, amounts may vary according to size and services provided, but will always be agreed between the parties.

### 3) Dry Hire of Equipment Conditions

*The following apply when you do not wet hire equipment, this is when just an item or items are provided and used without Sunley Events staff.*

*Please note that some conditions are detailed under "Wet Hire", this is noted against the point.*

- a) All charges are payable subject to the usual invoicing terms outlined below.
- b) Any damage to equipment supplied must be paid for in full by the customer/ hirer to the extent of replacing the equipment on a new like for like basis.
- c) Blown speakers, are always caused by an overdriven/ distorted signal. The client is responsible for the signal and is liable for any cone or component it may damage whilst in their possession.
- d) It is the responsibility of the client to ensure that the equipment is protected from the elements, including rain, moisture and electrical storms whilst being used. If there is a concern, particularly with outdoor events, the client must supply an adequate structure.
- e) The company shall use all reasonable endeavours to make delivery on the delivery date at the allotted agreed time, but for the avoidance of doubt time is not of the essence and the company shall not be liable to the hirer in the event of any delay caused by an event out of our control.
- f) Should the hirer require the equipment beyond the initial hire period, the hirer must apply to the company for such an extension. If the extension is accepted by the company the hirer must signify its agreement to a new quote which shall form a new hire stating the extension terms. Where possible the company shall offer the equipment at the same charges as offered prior to the extension but the company cannot make any guarantee that this will be the case.
- g) If the equipment is not made available for collection or returned to our premises as agreed between the parties, such equipment shall be deemed with immediate effect to be placed back on hire and the full rate shall apply until such time as the company can collect the equipment at its convenience.
- h) Any equipment returned late will be charged at the rates applicable, and this must be paid within 5 working days. A return is only constituted when an item has been returned to our care in good working condition. It is your responsibility to notify us if you wish to extend the hire or when the equipment is ready for collection in the case of an open-ended hire.
- i) You respect the fact that there are clients following you who the equipment is booked for, should we not be able to fulfil another order due to your late return of equipment you will be liable for the cost of any lost hirers that directly arise from this late return.
- j) All equipment is supplied as is, equipment is regularly inspected by staff and a visual examination is carried out before dispatch. However, all liability for the correct and safe rigging & operation of equipment lies with the hirer. Sunley Events accepts no responsibility for the way in which equipment is used in respect to the public.
- k) If the equipment on hire is faulty or not operating correctly, it is the hirer's responsibility to contact the company within 24 hours. We will not issue a refund or be held liable for additional costs if the hirer does not follow this condition.
- l) In the instances of complete or part failure, we will do our utmost to discuss and rectify the issue over the phone. If it is obvious that the equipment has broken down or malfunctioned, you can request that we will come out to your event and rectify this. Please note that, if on arrival we find the equipment is faulty due to user error the client will be charged a minimum of £165.00 plus £1.00 for every mile travelled. If it is obvious the equipment has failed we will rectify the situation as we see fit at our own expense. The client is more than welcome to request a refund for up to 100% for that particular item of equipment, however we will not be liable for any losses incurred by the client.
- l) Whilst on hire the hirer is liable for any loss, damage or misuse of equipment and should insure the equipment for its full replacement value. You therefore agree to take out dedicated insurance, which shall include theft, fire, smoke or water damage to the equipment, and to notify your insurers who shall endorse a note naming Sunley Events Limited as a loss payee in the event of an incident.
- m) The hirer shall indemnify Sunley Events against financial loss, liability and expense or proceedings in respect of personal injury or damage or loss resulting from use of hired equipment.
- n) Where any event or accident should occur, which is a risk covered by the client's insurance hereunder, the client shall immediately or as soon as safely possible notify Sunley Events. The client shall hold any monies received by the same as Sunley Events or as its authorised solicitors instruct.
- o) Should Sunley Events consider that you are using the equipment inappropriately, illegally or unsafely then we reserve the right to terminate any contract of hire at any time, and the customer shall remain liable for the value of the hire.
- p) All equipment must be returned in the same condition it was received in, less used consumables in line with contract and normal wear and tear.
- q) All cables must be returned coiled correctly and taped with electrical tape (PVA), failure to do so will result in a £1.50 per cable charge.
- r) Any lamps that have blown during the course of hire must be returned for inspection; otherwise, a replacement charge will be made.
- s) Any damage caused to equipment will result in a charge to rectify this or a new like for like replacement will be sought.
- t) No plugs or wired connectors may be changed or tampered with in any way without prior consent from the company.
- u) All dimensions given are nominal and as close as can be reasonably judged. We cannot accept any liability for the compatibility of our equipment with your own, and with any resources you may be using in conjunction with our equipment (such as power supplies).
- v) We don't automatically provide spare equipment, you will need to request this on a hire-by-hire basis, we also don't guarantee the quantity of spares and this decision is in the discretion of the company.
- w) It is the hirer's responsibility to provide equipment insurance for any equipment hired to the face value of new like for like equipment. This is for the entire duration of the hire including delivery and collection, whether this is delivered by us or by one of our selected courier companies.
- x) The equipment hired remains the property of the company at all times.
- y) The hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Equipment or any part thereof except with the prior written consent of the company and shall protect the same against distress, execution or seizure.
- z) The hirer shall take all necessary steps (at its own expense) to retain and recover possession and control of the Equipment if the Hirer loses possession or control and shall indemnify the company against all losses, damage, costs, charges and expenses arising as a direct result of any failure to observe and perform this clause.
- aa) If the Hirer is not familiar with the equipment, the company advises that the Hirer is to contact the company for the appropriate operating instructions. It is the Hirer's responsibility to ensure that the persons using the Equipment have received the appropriate

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instructions, information and training under the Health and Safety at Work Act 1974.

- bb) Acceptance of these conditions is taken when any agreement is made, written or verbally. Particularly upon counter-signing a delivery note.

### 4) Invoice Conditions

*Invoices are issued by us prior to a hire or upon completion of an booking, on the occasions where contracts are in place and invoices are issued in advance of dates they take effect from the date shown on the invoice.*

- a) All invoices for services must be paid in full by the date shown; stated clearly as the 'due date' on the bottom of an invoice.
- b) A deposit is required to confirm your booking and the equipment for the function, the outstanding balance is due 30 days clear of the equipment delivery date except for customers on credit accounts. Due dates will be clearly set out on invoices sent to our clients.
- c) Any 7-day week or part thereof where payment is overdue will be liable to a charge of £50.00 late payment fee.
- d) We will exercise our rights under the late payment regulations (Late Payment of Commercial Debts Act) to charge interest on overdue payments; we will charge an interest rate of 4% above the Bank of England base rate for any payment not received within 56 days for each day it is still not received.
- e) Payment of Commercial Debts Act) to charge interest on overdue payments; we will charge an interest rate of 4% above the Bank of England base rate for any payment not received within 56 days for each day it is still not received.
- f) Our preferred method of payment is via BACS. Card payments are also accepted by private individuals. Cheque payment is strictly by prior agreement only.

### 5. Service Quote Conditions

*We may issue a verbal or informal estimate by email. This is a guideline only and a quotation is only enforceable when provided on our authority on headed paper. All quotes are to be treated as estimates in case additional work is required for unforeseen circumstances.*

- a. All quotes/ estimates last for 5 days from the date provided. Should your event require extra equipment, time or staffing then you will be liable for the cost of this.
- b. We allocate equipment for a customer once the quotation/ estimate has been confirmed with a Purchase Order or deposit payment.
- c. A verbal or written acceptance of any provided quote binds you to the value of this as in the booking conditions above and further binds you to the conditions of these terms.

### 6. Other Conditions

From time to time we may impose additional conditions within contracts, and some of our services may not seem expressed within these conditions, should you have doubt as to what applies please do contact us for clarification.

- a. We use digital e-signatures to sign various documents in relation to your contract with us. Your signature by trackpad, mouse, or digital pen is legally binding and will be held securely on file for a minimum period of 6 years, in line with legislation.

### 7. About the company

- a. Sunley Events Limited, company number 11003145 is registered in England and Wales at Event HQ, Clapton Farm, Clapton, Hungerford, Berkshire, RG17 9RP.
- b. VAT number GB 302 3346 52
- c. These terms were last updated on: 4<sup>th</sup> January 2020.