



TERMS AND CONDITIONS OF BUSINESS

1) GENERAL

- a) Entec supplies on hire (or as otherwise set out in writing) stage and television lighting, stage and special effects and public address systems and components thereof (as set out in writing whether by quotation or other format). Any goods or services supplied by Entec are sold hired or supplied under these Terms and Conditions of Business. Entec reserve the right to substitute or vary all or some of the items of equipment set out in such writing or quotation provided that this does not affect standards of quality and Entec shall not incur any liability to the customer if the equipment does not correspond to its description.
- b) Entec reserves the right to use some or all of the venues or customers own existing equipment.
- c) i) Entec hires specialist crews to operate equipment supplied by Entec. It is preferable to use crews supplied by Entec because of their specialist knowledge and performance. Entec cannot accept responsibility for the standard of light and sound if the crew is not supplied by them.
 - ii) If any person employed at the venue or by the customer is a member of a Trade Union or similar association Entec will be entitled to observe all rules or requirements of such Trade Union or similar association in connection with the work carried out hereunder and any additional expense to which Entec is put as a result shall be payable by the customer in addition to the sums payable hereunder.
 - iii) The customer shall indemnify Entec against all loss costs claims damages and other sums payable by Entec due to the unsuitability of the venue or due to lack of control of audiences or the public attending the venue
 - iv) The customer shall make all arrangements with the performers' venue and any others concerned to ensure that rehearsals and work carried out hereunder can be made at the time and in the manner agreed between Entec and the customer.
 - v) Entec will specify by quotation the equipment and personnel to be supplied and the customer shall ensure that the work to be carried out hereunder does not contravene any laws, bylaws, local national European Union or international working regulations (including but not limited to Health & Safety at Work provisions) both in United Kingdom or overseas at the venues booked by or on behalf of the customer. The Customer will be responsible for any extra expense loss or delay resulting from compliance with such laws or provisions.
 - vi) The Customer appoints Entec as agent for the purposes of collecting any sum payable in respect of insurance policy effected either by or on behalf of the customer or any third party under which the customer may claim costs or damages for loss or damage to equipment belonging to Entec or personal injury sustained by an employee of Entec (or any person hired by Entec for whom Entec may be responsible) and the customer authorises Entec out of the sum received from such claim to deduct such loss or damage as Entec its employees or those persons for whom Entec is responsible may have suffered but this clause shall not restrict Entec from pursuing such claim by any other lawful manner and does not limit Entec's claim to the sum so received.
 - vii) Entec cannot guarantee any sight lines.
- d) The price set out in any quotation relates strictly to the equipment and crew specified therein or in any equipment schedule thereto. Entec is not responsible for any additional cost made necessary by the venue or place of entertainment such as unusual layout of equipment labour to operate venue's equipment, supply or connection of electricity or any additional staff required as a result.
- e) The customer must satisfy itself that the venue and power supply is sufficient to accommodate the equipment supplied by Entec and set out in any quotation.
- f) Entec disclaim any liability for the non-arrival of equipment or crew due to the itinerary not allowing sufficient time for travelling between venues, bad weather or delayed trains ferries etc. beyond the control of Entec.

2) LOSS OR DAMAGE

Entec will not be responsible for any loss consequential or otherwise through circumstances outside its control.

3) TERMS FOR PAYMENT

- a) Payment must be made in full not later than seven days before the engagement unless at the sole discretion of Entec other arrangements are agreed in writing by Entec. VAT is not included in any quotation made by Entec. Where Entec at its discretion grants the customer credit all invoices for goods or services shall become due and payable within 30 days of the date of such invoice. Any due amount unpaid shall carry interest at the rate of 2% per month.
- b) Where payment is not made within the period prescribed by these terms Entec shall have an equitable lien or other similar right over any goods or other property whether tangible or intangible of the customer in its possession or under its control whether such possession arose before or after the date for payment under these terms but not so as to create a Bill of Sale under the Bills of Sale Acts or any other registrable charge whatsoever and the customer shall be responsible for and indemnifies Entec in respect of any reasonable costs arising out of Entec's exercise of its lien and rights hereunder including but without prejudice to the generality of the foregoing any storage and removal charges. Where any charges of removal or storage are made by Entec these terms should apply as if they were part of the contract price. The rights and duties arising hereunder are without prejudice to rights that arise out of Common Law.

4) CARE OF EQUIPMENT

The customer shall:-

- a) Take good care of the equipment and only use it for the purposes for which it was supplied and not part with possession of equipment supplied to any third party without the written consent of Entec.
- b) Be responsible for any loss or damage to the equipment from any cause whatsoever while the same is in the customers' possession.
- c) Not to move the equipment from its siting (unless this is incompatible with the purpose stated in writing or quotation for which the equipment was supplied) or attempt to adjust the equipment or interfere with it or any of its component parts in any way.
- d) Shall ascertain from Entec the replacement value of the equipment and arrange all risks insurance thereon at the customer's own expense.

5) EXPENSES

- a) Entec reserve the right to claim any additional expenses properly incurred during the course of the work carried out by Entec but not covered by any quotation.
- b) Any price quoted by Entec is based on the prices of services and commodities (hotel prices, meal prices, petrol, oil, garage costs etc.) at the time of the quotation. Should these alter between the date of written acceptance by the customer and the commencement or during the work Entec will be entitled to charge the customer with the increase. Where work is carried out overseas and expenses are subject to fluctuation of exchange rates the additional costs will be borne by the customer.

6) CANCELLATION

If the customer cancels in writing work for which a quotation has been given by Entec and accepted by the customer (whether in writing or not):-

- a) Not less than seven clear days before the commencement of the work Entec will be entitled to charge one half of the price quoted. In addition Entec shall be entitled to payment for all costs and expenses incurred to that date in respect of the work quoted for. Any charges payable hereunder will become due and owing immediately on receipt of such cancellation.



b) Less than seven clear days before the commencement of the work is due Entec will be entitled to charge the whole of the charges quoted unless Entec is able to mitigate its loss by taking on work of a similar nature in lieu. Any charges payable hereunder will become due and owing immediately on receipt of such cancellation.

7) CANCELLATION OR BREACH OF AGREEMENT

In the event of cancellation or breach of any agreement made under these terms after the commencement of the work any deposit or money paid hereunder shall be forfeited to Entec but without prejudice to any other rights and remedies of Entec in respect of such cancellation or breach.

8) DELAY POSTPONEMENT OR ABANDONMENT

a) In the event of delay postponement or abandonment as a result of any industrial dispute or any cause whatsoever beyond the control of Entec or the customer or in the event of outbreak of war or in the event of national emergency Entec shall be relieved of its obligations under this agreement notwithstanding any rights or remedies Entec may have in respect of work done to the date of such delay, postponement or abandonment.

b) If a performance is delayed postponed or abandoned Entec shall not be liable for any consequential or exceptional loss suffered or any sums payable by the customer as a result thereof and the liability of Entec shall be limited as follows:

i) If such delay or postponement or abandonment is caused by Entec's negligence to a refund of the charges made by Entec in respect of that performance and payment by way of liquidated damages of twice the hire charge for that performance or 10,000.00 Pounds Sterling whichever shall be the less

ii) If such delay postponement or abandonment is caused by Entec's failure to comply with its contractual obligations though without any negligence on its part Entec's liability hereunder shall be limited to a refund of the charges made by Entec in respect of that performance.

iii) In respect of delay postponement or abandonment for any other reason Entec will be entitled to payment in full in accordance with the quotation.

9) DELIVERY

In the absence of special provisions Entec shall be entitled to make delivery of any article which it is liable to deliver by sending the same at the customer's risk by ordinary C.O.D. delivery by any carrier selected by Entec at their absolute discretion.

10) COMPLAINTS

Any complaint with regard to the quality or condition of the work carried out or goods supplied by Entec shall be made by notice in writing to Entec within seven days of the completion of the work or the supply of the goods. In the absence of any such complaint within that period such work or goods shall be deemed satisfactory.

11) FOREIGN REGULATIONS

In the event that the work carried out hereunder requires person or persons hired by Entec to go or take equipment overseas the customer will obtain necessary customs or other border clearances or carnets and will ensure that the proper procedures and regulations have been adhered to in relation to Entec's equipment or personnel hired by Entec (other than passports and personal documents) unless stated in writing or in any quotation. The customer shall also pay all duties taxes or other charges payable under foreign regulations other than those payable by the wilful default of Entec.

12) CUSTOMER'S EQUIPMENT

a) If the customer as a matter of convenience requests Entec to transport equipment belonging to the customer and for which Entec is making no charge such equipment will be entirely at the customer's risk and Entec shall not be responsible for any loss or damage even if caused by Entec's negligence.

b) In the event that Entec is required to carry any of the customer's goods or equipment under the terms of this agreement the customer must supply to Entec a schedule of equipment for insurance purposes at least seven days before commencement as otherwise Entec will be unable to insure the goods and Entec will accordingly accept no responsibility.

13) The counter signatory of any quotation or offer in writing by Entec accepts personal liability of these Terms and Conditions of Business together with any principal whether disclosed or not and on such counter signature and the signature of a properly authorised member of Entec's staff any quotation shall form a binding contract between the parties. Any quotation made by Entec is valid for 21 days from the date thereof. If it has not been accepted in writing during this period, Entec reserve the right to requote.

14) It is agreed that so far as may be fair and reasonable under the Unfair Contract Terms Act 1977 (or statutory modification thereof) and except such as may have been caused by the negligence of Entec no liability shall attach to Entec either in contract or in tort for loss injury or damage sustained by reason or any defect in the equipment (whether latent or apparent) and Entec should not be liable to indemnify the customer in respect of any claims made against the customer by a third party for any loss injury or damage.

15) Any quotation by Entec supplied to the customer and these terms and conditions comprise the total agreement between Entec and the customer. If during the course of the work to be carried out hereunder the customer requires Entec or personnel supplied by Entec to carry out additional work the customer must first ascertain that the work to be carried out will comply with all relevant regulations including but not limited to the Health & Safety at Work Regulations and will ensure that the work is covered by insurance. Entec or the staff supplied by Entec shall have the right to refuse to carry out such work if they believe that these terms are not met and such refusal shall be without any liability to Entec for any loss or damage consequential or otherwise to the customer. If such work is carried out it will be at the sole responsibility of the customer and Entec will be entitled to make a fair and reasonable charge for such work.

16) These Terms and Conditions and this agreement shall be subject to and construed in accordance with the laws of England.

17) No waiver by Entec of any breach of the contract by the customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

18) DEFINITIONS

a) 'The customer' means the person firm or company for whom the work is to be carried out.

b) 'Entec' means Marquee Entec Ltd. of 517 Yeading Lane Northolt Middlesex UB5 6LN.

c) 'Work' includes all acts and labour expended or equipment used in the course of carrying out the specified overleaf.

d) 'Equipment' means all apparatus including lights mixing consoles wiring speakers etc. whether owned by Entec or hired under Entec's control.

e) 'Venue' means theatre club hall etc. and all other places where Entec is required to work hereunder.

f) 'Quotation' means any document supplied in writing to the customer by Entec specifying the date time place or places equipment and price therefore of any work goods or services to be carried out or supplied by Entec.