

**Luminaire Events**  
**Standard Terms and Conditions of business**  
**V180119**

These are the Terms and Conditions of Business for Luminaire Events for the provision of goods and services. In booking Luminaire Events to provide goods or services, this and any associated enclosures, annexed to these conditions, form the terms and conditions of this Contract ("the Contract") to which both parties agree to be bound for the provision of services contained herein.

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 8.

**1. INTERPRETATION**

**1.1 Definitions:**

- Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- Charges:** the charges payable by the Client for the supply of the Services in accordance with clause 6.
- Commencement Date:** has the meaning set out in clause 2.2.
- Conditions:** these terms and conditions as amended from time to time in accordance with clause 17.
- Contract:** the contract between Luminaire Events and the Client for the supply of Services in accordance with the terms and conditions of this Contract.
- Control:** shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.
- Client:** the person or firm who purchases Services from Luminaire Events.
- Client Default:** has the meaning set out in clause 5.2.
- Deliverables:** the deliverables produced by Luminaire Events for the Client.
- Event Manager:** a person engaged by Luminaire Events to act as a planner, contractor on site and point of contact for the Client during the supply of Services under an Order.
- Engineered Hire:** When equipment or services are supplied with a member of Luminaire Events staff
- Goods:** the goods (or any part of them) set out in the Specification.
- Goods Specification:** any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Client and Luminaire Events.
- Deposit:** the sum of 50% or such other sum as may be agreed pursuant to the Order, annexed hereto.
- Engineered Hire Agreement:** the Terms and Conditions for Engineered Hire set out in Schedule 1.
- Fee:** has the meaning set out in the Order.
- 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.
- Location:** the location of the event as specified in the Order.
- Order:** the Client's order for goods or services.
- Services:** the services, including the Deliverables, supplied by Luminaire Events to the Client as set out in the Order.
- Specification:** the description or specification of the Services provided in writing by Luminaire Events to the Client.
- Luminaire Events:** Luminaire Events Ltd (company number 10795254) whose registered office is situated at Foxburgh, Warren Rise, New Malden, KT3 4SJ.
- Luminaire Events Materials:** has the meaning set out in clause 5.1(i).
- Terms and Conditions:** refers to the terms and conditions set out herewith, including any terms and conditions set out in the Schedules to this Contract.

**1.2 Construction:**

- (a) Clause, schedule and paragraph headings shall not affect the interpretation of these Terms and Conditions.
- (b) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (c) a reference to a party includes its personal representatives, successors or permitted assigns;
- (d) 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 any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (e) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (f) a reference to writing or written includes fax and email.
- (g) Schedules 1, 2 and 3 form part of this Contract and shall have effect as if set out in full in the body of this Contract and any reference to this Contract includes the schedules.
- (h) References to clauses and schedules are to the clauses and schedules of this Contract and references to paragraphs are to paragraphs of the relevant schedule.

**2. BASIS OF CONTRACT**

- 2.1 The Order constitutes an offer by the Client to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when Luminaire Events issues written acceptance of the Order at which point and on which date the Contract shall come into existence ("the Commencement Date").
- 2.3 Any samples, drawings, descriptive matter or advertising issued by Luminaire Events, and any descriptions or illustrations contained in Luminaire Events' catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

- 2.5 Any quotation given by Luminaire Events shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

**3. SUPPLY OF SERVICES**

- 3.1 Luminaire Events shall supply the Services to the Client in accordance with the Order in all material respects and these Terms and Conditions.
- 3.2 Luminaire Events shall use all reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 Luminaire Events 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 Luminaire Events shall notify the Client in any such event.
- 3.4 Luminaire Events warrants to the Client that the Services will be provided using reasonable care and skill.
- 3.5 Luminaire Events will attend all dates as agreed including as applicable: fit up, get out, technical and dress rehearsals and site meetings.
- 3.6 All Services will take place at the Location.
- 3.7 Luminaire Events reserves the right to move any meeting, rehearsal, performance or event to any other suitable location and extend or change the hours if necessary.
- 3.8 Luminaire Events agrees to arrive promptly at the Location at the times agreed by Luminaire Events and the Client.
- 3.9 The Company will supply an Event Manager to oversee any works carried as specified in the Order. If the event is supplied without staff or operators this is defined as a 'Dry Hire' and therefore Luminaire Events is under no obligation to supply any staff member for the event. When supplied, the Event Manager is responsible for the co-ordination of all subcontractors and third party suppliers throughout the planning stages and during the event itself. The Event manager is the Client's first point of contact should any issues or concerns arise.

**4. LUMINAIRE EVENTS' OBLIGATIONS**

- 4.1 Luminaire Events shall, upon payment of the Deposit, pursuant to Clause 6, and receipt of a signed copy of the Order, undertake to perform the following:
  - (a) To use its reasonable endeavours to provide the Client with goods and services for the Client's event/function as per the Order;
  - (b) to immediately notify the Client in the event of any change in circumstances (to include but not limited to operation of law) that renders the performance or completion of its obligations under this Contract temporarily or permanently impossible; and
  - (c) to use its reasonable endeavours to ensure that the equipment is supplied is operational.
- 4.2 In the event that the equipment and/or services, become temporarily un-useable or unavailable (other than as a result of accident, damage, theft or vandalism), Luminaire Events will use all reasonable endeavours to make available replacement equipment and/or services (not necessarily of the same type and age) as soon as is practicable.

**5. CLIENT'S OBLIGATIONS**

- 5.1 The Client shall:
  - (a) Pay all reasonably incurred charges in full including VAT or any similar tax (if applicable) as and when they become payable in accordance with Clause 6 herein;
  - (b) ensure that the terms of the Order and any information it provides in the Order are complete and accurate;
  - (c) co-operate with Luminaire Events in all matters relating to the Services;
  - (d) provide Luminaire Events with such information and materials as Luminaire Events may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
  - (e) prepare the location set out in the Order for the supply of the Services;
  - (f) in the event that the Services are to be provided at the Client's premises, provide Luminaire Events, its employees, agents, consultants and subcontractors, with access to the Client's premises, the Location and other facilities as reasonably required by Luminaire Events;
  - (g) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
  - (h) immediately notify Luminaire Events in the event of any change in circumstances (to include but not limited to operation of law) that renders the performance or completion of our obligations under this Contract temporarily or permanently impossible;
  - (i) keep and maintain all materials, equipment, documents and other property of Luminaire Events (the "Luminaire Events Materials") at the Client's premises and/or the Location in safe custody at its own risk, maintain Luminaire Events Materials in good condition until returned to Luminaire Events, and not dispose of or use Luminaire Events Materials other than in accordance with Luminaire Events' written instructions or authorisation; and
  - (j) comply with any additional obligations as set out in the Equipment Hire Contract annexed to this Contract.
  - (k) where necessary, and unless otherwise agreed with Luminaire Events, to obtain and maintain a level of insurance necessary for the event under an Order.
- 5.2 If Luminaire Events' performance of any of its obligations under these Terms and Conditions and the Order is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("Client Default"):
  - (a) Luminaire Events shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays Luminaire Events' performance of any of its obligations;
  - (b) Luminaire Events shall not be liable for any costs or losses sustained or incurred by the Client arising directly or

- (c) indirectly from Luminaire Events' failure or delay to perform any of its obligations as set out in this clause 5.2; and
- (c) the Client shall reimburse Luminaire Events on written demand for any costs or losses sustained or incurred by Luminaire Events arising directly or indirectly from the Client Default.

**6. CHARGES AND PAYMENT**

- 6.1 The Charges shall be calculated in accordance with the Fee.
  - 6.2 The Client shall pay the Deposit upon receipt of acceptance of the Order and confirmation of booking. The Deposit is non refundable but shall be deducted from the Fee.
  - 6.3 Luminaire Events shall invoice the Client the remainder of the Fee for the Services (the Fee minus the Deposit) plus any additional items 14 days prior to date of the event. Any additional items incurred at the event shall be invoiced following the event and shall become due immediately. Where an amount under this clause 6.3 is not paid, Luminaire Events may, at their own discretion treat it as a material breach under clause 9.1(a).
  - 6.4 The Client shall pay all reasonable extra charges, in addition to the Fee, incurred by Luminaire Events in fulfilling its obligations under this Contract. Such monies shall be paid to Luminaire Events as cleared on or before the day of the event/function.
  - 6.5 Notwithstanding the generality of the above clause 6.4, with respect to an engineered hire, if the duration of the event/function runs over time, Luminaire Events reserves the right to charge the Client for the additional time spent.
  - 6.6 Any additional equipment/crew/transport ordered after receipt of order confirmation whether in writing or verbally shall incur relevant additional charges as per Luminaire Events' normal charging structure which shall, at all times, be payable by the Client.
  - 6.7 In the event that Luminaire Events does not receive cleared funds on or before the day of the event/function/hire, as set out in the Order, Luminaire Events reserves the right not to perform the service.
  - 6.8 Luminaire Events reserves the right to amend, upon giving one month's notice, the Fee in line with market rates for such service and the Client agrees that it is reasonable to do so.
  - 6.9 The Client shall pay each invoice submitted by Luminaire Events in full and in cleared funds to a bank account nominated in writing by Luminaire Events and time for payment shall be of the essence of the Contract.
  - 6.10 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by Luminaire Events to the Client, the Client shall, on receipt of a valid VAT invoice from Luminaire Events, pay to Luminaire Events such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
  - 6.11 If the Client fails to make any payment due to Luminaire Events under the Contract by the due date for payment, then the Client shall pay interest on the overdue amount at the rate of 4% per cent per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.
  - 6.12 The Client shall pay all amounts due under the Order in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Luminaire Events may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by Luminaire Events to the Client.
- 7. INTELLECTUAL PROPERTY RIGHTS**
- 7.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Luminaire Events.
  - 7.2 All Luminaire Events Materials are the exclusive property of Luminaire Events.
- 8. LIMITATION OF LIABILITY**
- 8.1 Nothing in the Contract shall limit or exclude Luminaire Events' liability for:
    - (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
    - (b) fraud or fraudulent misrepresentation; or
    - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
  - 8.2 Subject to clause 8.1, Luminaire Events shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
    - (a) loss of profits;
    - (b) loss of sales or business;
    - (c) loss of agreements or contracts;
    - (d) loss of anticipated savings;
    - (e) loss of use or corruption of software, data or information;
    - (f) loss of damage to goodwill; and
    - (g) any indirect or consequential loss.
  - 8.3 Subject to clause 8.1, Luminaire Events' total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the Fee amount.
  - 8.4 The Client acknowledges that Luminaire Events shall not have personal liability for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by any subcontractor of the terms of this Contract including any negligent or reckless act, omission or default in the provision of the Services.
  - 8.5 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
  - 8.6 This clause 8 shall survive termination of the Contract.

**9. TERMINATION**

- 9.1 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
  - (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

- (b) 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) 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;
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
- (e) the other party is affected by a Force Majeure event as detailed in Clause 11 of this Contract; or
- (f) the other party reasonably apprehends that any of the events mentioned above is about to occur in relation to the other Party and notifies the other party accordingly.
- 9.2 Termination of this Contract or any part thereof shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuation in force of any provision of this Contract which expressly or by implication is intended to come into or continue in force on or after such termination.
- 9.3 Without limiting its other rights or remedies, Luminaire Events may terminate the Contract with immediate effect by giving written notice to the Client if:
- (a) the Client fails to pay any amount due under the Contract on the due date for payment; or
- (b) there is a change of Control of the Client.
- 9.4 Without limiting its other rights or remedies, Luminaire Events may suspend provision of the Services under the Contract or any other contract between the Client and Luminaire Events if the Client becomes subject to any of the events listed in clause 9.1(b) to clause 9.1(d) or Luminaire Events reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under this Contract on the due date for payment.
- 10. CONSEQUENCES OF TERMINATION/CANCELLATION**
- 10.1 If the Client cancels the event set out in the Order:
- (a) after having formally confirmed the event (i.e. Order has been signed and returned, or the Client has supplied Luminaire Events with an official purchase order or any other form of written confirmation) then the amount of 20% of the Fee shall become due and payable (less any deposit already paid), immediately, pursuant to Clause 6 herein; or
- (b) within 90 days of the date of the event/function, 40% of the Fee for the event/function shall become due and payable to Luminaire Events (taking into account of any Deposit), immediately, pursuant to Clause 6 herein; or
- (c) within 14 days of the date of the event/function, the full fee for the event/function shall become due and payable to Luminaire Events, immediately, pursuant to Clause 6 herein.
- 10.2 If the Client cancels the event set out in the Order:
- (a) the Client shall return all of Luminaire Events Materials and any Deliverables which have not been fully paid for. If the Client fails to do so, then Luminaire Events may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (b) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, 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
- (c) clauses which expressly or by implication survive termination shall continue in full force and effect.
- 11. FORCE MAJEURE**
- 11.1 For the provisions of this Contract "Force Majeure" shall mean any event or cause happening to prevent either party performing its obligations which arise from or is attributable to acts, events, omissions or accident beyond the control of either party.
- 11.2 For the purpose of clarity such acts, events, omissions or accidents are, but are not limited to, acts of God, war, hostilities (whether war declared or not), invasion, act of foreign enemies, terrorism (National and International), sabotage, riot, explosion, storm, flood, disease, or other natural disaster, Governmental control, restrictions or prohibitions or any other Governmental act or omission whether National or international, and industrial disputes of any kind.
- 11.3 If either party is prevented or delayed in the performance of its obligations under this Contract by Force Majeure, that party shall immediately or as soon as reasonably practicable, serve notice in writing upon the other party, specifying the nature and the extent of the circumstances giving rise to the Force Majeure and shall, upon giving this notice, suffer no liability in respect of its performance of its obligations under the Contract, such that the performance of the obligations are prevented by Force Majeure, during the continuation of the Force Majeure events and for such time after they cease as is necessary for the affected party, using reasonable endeavours to recommence its performance of its obligations;
- 11.4 Any party claiming to be prevented from the performance of any of its obligations under this Contract by reason of Force Majeure shall take all reasonable steps as are necessary to bring the Force Majeure event to a close or find a solution by which the Contract may be performed despite the continuance of the Force Majeure event.
- 12. INSURANCE**
- 12.1 Luminaire Events agree to obtain and maintain in force with a reputable Insurance Company, or an Underwriter, all necessary insurance policies in which to fulfil its obligations arising under this Contract.
- 12.2 Luminaire Events shall undertake to do nothing to invalidate such insurance policies and such policies will be at all times, paid up to date during the duration of this Contract.
- 12.3 At Luminaire Events' discretion, the Client agrees to indemnify Luminaire Events in respect of all reasonable incidental or extra costs being (to include, but not limited to, any excess payable pursuant to any claim upon Luminaire Events' insurance policy, or theft and damage to equipment and damage or liability to Third Parties arising from the performance or part performance of this Contract).
- 13. NO PARTNERSHIP**
- 13.1 Nothing in this Contract is intended or shall operate to create a Partnership or joint venture of any kind between the Parties, or authorise a Party to act as Agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any warranty, representation, assumption of obligation or liability or the exercise of any right or power).
- 14. GENERAL**
- 14.1 Assignment and other dealings
- (a) Luminaire Events may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- (b) The Client shall not, without the prior written consent of Luminaire Events, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
- 15. CONFIDENTIALITY**
- 15.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.2.
- 15.2 Each party may disclose the other party's confidential information:
- (a) 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 15; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 16. ENTIRE AGREEMENT**
- 16.1 This Contract constitutes the entire agreement between the parties and supercedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.
- 17. VARIATION**
- 17.1 No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 18. WAIVER**
- 18.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:
- (a) waive that or any other right or remedy; or
- (b) prevent or restrict the further exercise of that or any other right or remedy.
- 19. SEVERANCE**
- 19.1 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.
- 19.2 Notices
- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office 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 pre-paid first class post or other next working day delivery service, commercial courier, fax or email.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at Luminaire Events' address; 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 20. THIRD PARTIES**
- 20.1 No one other than a party to the Contract shall have any right to enforce any of its terms.
- 21. GOVERNING LAW**
- 21.1 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.
- 22. JURISDICTION**
- 22.1 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.
- 22.2
- SCHEDULE 1 - TERMS AND CONDITIONS FOR ENGINEERED HIRE**
- These are the Terms and Conditions for engineered hire to you by Luminaire Events. You agree and acknowledge that at all times this Schedule 1 and the terms and conditions herein shall be read in conjunction with and form part of the Terms and Conditions of Luminaire Events herewith, of which you hereby acknowledge receipt.
- For the avoidance of doubt, if there is a conflict between this Schedule 1 and the Terms and Conditions the provisions of this Schedule 1 shall prevail.
- 23. DEFINITIONS**
- 23.1 In this Contract:
- "Contract" means the obligations and duties contained herein and the Terms and Conditions annexed hereto;
- "Charges" means those pursuant to the Order annexed to the Terms and Conditions;
- "Equipment" means any item owned by us and shall include all accessories, cases and packing.
- 24. DURATION OF CONTRACT**
- 24.1 This Contract shall last from receipt by us of the Order until the completion of the agreed service(s).
- 25. OUR OBLIGATIONS**
- 25.1 We shall, upon payment of the Deposit (if any), pursuant to Clause 6 of the Terms and Conditions herewith, and receipt of a signed copy of the Order, undertake to use our best endeavours to perform the following:
- (a) to provide an engineered hire for your event/function as per our Order;
- (b) to provide all equipment and crew and to assemble and dismantle the same, using our best endeavours to cause as little disturbance as possible; and
- (c) to provide, if requested, all relevant safety instructions within 1 week of the date of the event.
- 26. YOUR OBLIGATIONS**
- 26.1 Further and in addition to the provisions of clause 5 of the terms and conditions herewith, you acknowledge and agree to:
- (a) furnish us with all necessary information, to include, but not limited to, confidential information, that we may reasonably require for the administration and/or safety of our employees, agents or sub-contractors, and fulfilment of or obligations under this Contract, your agreement to the supply of such information shall not be unreasonably withheld.
- (b) pay all reasonably incurred charges in full and VAT or any similar tax (if applicable) as and when they become payable in accordance with clause 6 of the Terms and Conditions herewith;
- (c) acquaint yourself, any relevant persons and other parties, fully with all safety information provided by us to you;
- (d) ensure that we have free and unrestricted access to the area where the system is to be set up and further, free and unrestricted access to and from the car park up to such area;
- (e) provide free, convenient and accessible parking close to the event/function venue;
- (f) when necessary, provide further load-off and load-in crew to assist us, you further agree that at all times the cost of such extra manpower will be borne by you; and
- (g) ensure an adequate and safe electricity supply, sufficient and conveniently located power sockets to enable us to perform the agreed service.
- (h) Ensure all equipment is secure when left unattended. Any equipment stolen, lost or damaged whilst Luminaire staff are not present will result in the full cost of replacing said equipment being the responsibility of the client. Luminaire Event's insurance will not cover any lost, stolen or damaged equipment if Luminaire staff are not present.
- 27. OVERRUNS**
- 27.1 You hereby agree that if the duration of an event runs over the stated finish time by more than 30 minutes, you shall, at our discretion, pay to us a surcharge that will not exceed 10% of the event/function price for our continued service, per each extra hour or any part thereof, over and above this time.
- 28. LIMITATIONS**
- 28.1 Further to the provisions of clause 8 of the Terms and Conditions herewith, you further agree that time is not of the essence unless clearly agreed, in writing, between us upon the Order. Should you fail to agree this in writing with us, we will not accept liability for any loss suffered by you as a consequence thereof.
- SCHEDULE 2 - TERMS AND CONDITIONS OF HIRE**
- These are the Terms and Conditions for hire to you by Luminaire Events. You agree and acknowledge that at all times this Schedule 2 and the terms and conditions herein shall be read in conjunction with and form part of the Terms and Conditions of Luminaire Events herewith, of which you hereby acknowledge receipt.
- For the avoidance of doubt, if there is a conflict between this Schedule 2 and the Terms and Conditions the provisions of this Schedule 2 shall prevail.
- 29. DEFINITIONS**
- 29.1 In this Contract:
- 29.2 "Contract" means the obligations and duties contained herein and Terms and Conditions annexed hereto;
- 29.3 "Charges" means those pursuant to the Order annexed to the General Terms and Conditions.
- 29.4 "Equipment" means any item owned by us and hired to you under this Contract, to include but not limited to, all accessories, cases and packing.
- 29.5 "Security Deposit" means the payment of a sum, against any loss or damage to the equipment.
- 30. DURATION OF CONTRACT**
- 30.1 This Contract shall last from receipt by us of the Order until the completion of the agreed service(s).
- 31. OUR OBLIGATIONS**
- 31.1 Further to the provisions of clause 4 of the Terms and Conditions hereto and upon payment of the Security Deposit, pursuant to clause 6 herein, and receipt of a signed copy of the Order, we shall, undertake to provide you with the equipment you request and to provide all customer safety instructions (if applicable).
- 31.2 Notwithstanding the generality of the above, clause 3.1 is, at all times subject to the provisions of clause 6 herein.
- 32. YOUR OBLIGATIONS**
- 32.1 Further and in addition to the provisions of clause 5 of the Terms and Conditions hereto, you acknowledge and agree:
- (a) to furnish us with all necessary information, to include, but not limited to, confidential information, that we may reasonably require for the fulfilment of or obligations under this Contract;
- (b) to pay all reasonably incurred charges, including Security deposit, immediately in full plus VAT or any similar tax (if applicable) as and when they become payable in

- accordance with clause 6 of the Terms and Conditions hereto and clause 6 herein; and
- (c) to acquaint yourself, fully, with all safety information provided by us to you.
- 34.2 If in the event that we facilitate delivery of the equipment, and when requested before or at the event venue, to provide suitable persons at your own risk to assist us as load-off and load-in crew, and you further agree that at all times the cost of such extra manpower will be borne by you.
33. **CHARGES**
- 33.1 All Charges commence at the time the equipment leaves our premises or such place as agreed between us and you, and terminate at the end of the period of hire, or whenever the Equipment is returned to our order, whichever is the latter.
- 33.2 We reserve the right to charge a cancellation fee for any booking cancelled pursuant to clause 10 of the Terms and Conditions hereto.
- 33.3 We reserve the right to amend, without notice, the price of equipment hired in line with market rates for such service and you agree that it is reasonable for us to do so.
34. **PAYMENT**
- 34.1 Payment shall be made in accordance with clause 6 of the Terms and Conditions hereto save as to the following:
- (a) you agree to the payment of the Security Deposit (if due). Such sum shall be payable prior to the hire of any equipment and shall be held by us and set off against any loss or damage to the equipment or cancellation of the hire booking by you;
- (b) you agree to pay the total sum as stated plus VAT immediately upon receipt of the equipment by you save always to the provisions of the Terms and Conditions hereto;
- (c) any cancellation fee shall be deducted from the Security Deposit pursuant to Clause 34.1 herein;
- (d) you herewith agree that all additional charges under any of the terms herein, including loss, damage, theft, and additional hire charges, will be charged and due immediately;
- (e) in the event that you return the equipment late, you agree to indemnify us against all losses, expenses, damages and costs arising out of your failure to return;
- (f) further, where payment of the hire was on Credit/Debit card, these monies (or part thereof) may be charged to that card, and you hereby agree that it is reasonable for us to do so;
35. **OWNERSHIP**
- 35.1 You hereby acknowledge and agree that:
- (a) at all material times, the Equipment remains the property of Luminaire Events;
- (b) you shall keep the equipment free from lien, distress, execution or other legal process and refrain from prejudicing our rights in the Equipment;
- (c) in the event that the Equipment is lost, stolen, detained upon or you are dispossessed of the Equipment in any way, you hereby agree to provide all reasonable assistance and co-operation to Luminaire Events to enable the re-possession of the equipment.
36. **RISK**
- 36.1 You hereby agree that:
- (a) you bear the responsibility of informing us immediately of any fault or need for repair during the hire, we will not accept any liability for loss or damage due to your failure to bring such faults to our attention;
- (b) all risks for damage to the Equipment lies with you from the moment that the Equipment is in your control or from the time the Equipment leaves our premises, or agents care, whichever is the sooner;
- (c) you will bear such risk in the Equipment until it is returned to our order, you shall take good and proper care of the Equipment and ensure its use in a skilful manner by persons with the knowledge and experience to operate it. It is your responsibility to check that the Equipment satisfies their requirements on receipt; and
- (d) Notwithstanding the provisions of the above clause 8.1, in the event that we are found liable for any loss or damage suffered in respect of any faulty Equipment, you hereby agree that our liability will be limited to the provisions of the Terms and Conditions hereto.
- (e) Any equipment found to become damaged, lost or stolen whilst in your care will be replaced or repaired where possible. Any cost associated with the replacement or repair of such equipment will remain the responsibility of you.
37. **INDEMNITY**
- 37.1 In addition to the provisions of the Terms and Conditions hereto, you further agree that:
- (a) you will compensate us at current replacement cost for all damages, missing items or deterioration through maltreatment of the Equipment or attempted maintenance of the Equipment by you, or for any failure or delay in return to us of the Equipment in accordance with our instruction or agreement, or for any consequential loss of hire, or for any variation or cancellation of an order for the supply of Equipment or services by us, whether verbal or written; or
- (b) your estate, will hold us our employees or agents fully indemnified against any loss, damage, injury, death or expense caused directly or indirectly to you or any third party by the Equipment or the use thereof or by any failure, lack of repair, faulty installation or other defect of the equipment from whatever cause.
38. **WARRANTIES**
- 38.1 All Equipment leaves Luminaire Events' premises in operational working order.
- 38.2 We give no warranty or guarantee concerning the Equipment, its condition and/or the extent of its functions or purpose for which required, save as to its ability to perform in the manner for which it was designed at the moment of departure from our premises.
- 38.3 We warrant that each item of equipment is checked and supplied in accordance with manufacturers published specifications and when in normal and prescribed applications and within the parameters set for electrical performance will not cause danger or hazard to health or safety as long as normal engineering and safety practices are observed.
- 38.4 You hereby agree and accept responsibility that all your employees, agents or third parties using the Equipment have been provided with all safety information, of which you acknowledge receipt, and training in the proper use of the Equipment.
39. **LIABILITY**
- 39.1 Further and in addition to the provisions of the Terms and Conditions hereto, you hereby agree that:
- (a) at our discretion, our liability for mechanical and/or electrical breakdown of the Equipment due to natural causes or reasonable wear and tear, if not remedied or replaced by us, shall be limited to the appropriate hire cost for that piece of Equipment; and
- (b) time is not of the essence unless clearly agreed, in writing, between us upon the Order. Should you fail to agree this in writing with us, we will not accept liability for any loss suffered by you as a consequence thereof.
40. **REPLACEMENT OF EQUIPMENT**
- 40.1 If the Equipment suffers mechanical and/or electrical breakdown due to natural causes you will:
- (a) as soon as reasonably practical notify us of the mechanical and/or electrical breakdown and the circumstances of use at the time of breakdown;
- (b) not attempt to fix the equipment or allow others to do so; and
- 40.2 if necessary arrange with us a time for the collection of the equipment save that at all times you further agree to pay, at Luminaire's discretion all additional delivery and collection charges incurred in replacing the equipment.
- SCHEDULE 3 - TERMS AND CONDITIONS OF SALE**
- These are the Terms and Conditions for the sale of goods to you by Luminaire Events. You agree and acknowledge that at all times this Schedule 1 and the terms and conditions herein shall be read in conjunction with and form part of the Terms and Conditions of Luminaire Events hereto, of which you hereby acknowledge receipt.
- For the avoidance of doubt, if there is a conflict between this Schedule 1 and the Terms and Conditions the provisions of this Schedule 1 shall prevail.
41. **ACCEPTANCE**
- 41.1 By entering into this Contract, you agree the following:
- 41.2 All orders are accepted and goods supplied, subject to the provisions of this Schedule 1, the Terms and Conditions hereto and on the basis they are from a bona fide company, trading entity or professional end-user.
- 41.3 You warrant that you understand that Luminaire Events' products are generally unsuitable for domestic applications and you warrant that, before purchase, you have checked and are satisfied with the suitability of the good(s) intended to be used.
42. **ORDERS**
- 42.1 You agree that all orders are accepted at prices current at the date of despatch and that:
- (a) you will pay any and all charges for carriage;
- (b) you will mark all Orders sent in confirmation of telephoned instructions with the word "CONFIRMATION". Luminaire Events shall not accept responsibility for your failure to do this resulting in any duplication of despatch; and
- (c) in the event of any duplication of dispatch, orders may be accepted back for credit, provided all product packing remains unopened and goods are received by us in an 'as new' condition.
- 42.2 You agree that we may levy a higher handling charge if the returned product packaging is opened or damaged.
43. **EXTRA COSTS**
- 43.1 Further to the provisions of clause 12.3 of the Terms and Conditions, you agree that in the event of any variation or suspension of orders through your instructions, or lack of instructions to us, we may increase the price of goods to cover any extra expenses incurred by us.
44. **CANCELLATIONS**
- 44.1 Notwithstanding the provisions of clause 10 of the Terms and Conditions, you acknowledge and agree the following shall apply to the provision of goods under this Schedule 1:
- (a) any cancellation of an order may be accepted or refused at our discretion;
- (b) any such acceptance shall be subject to payment by you of a cancellation charge representing our loss of profit on the transaction and any administrative costs involved, you further agree that it is reasonable for us to charge such a cancellation fee; and
- (c) any waiver of the cancellation charge is at our discretion only.
45. **DESPATCH DATES**
- 45.1 You agree that time is not of the essence and further acknowledge that any times quoted for despatch are to be treated as estimates only.
- 45.2 We will use our best endeavours to meet these estimated times for despatch, however you agree that we shall not be liable for failure to despatch within the time quoted.
46. **TERMS OF PAYMENT**
- 46.1 Further and in addition to clause 5 of the Terms and Conditions you agree that:
- (a) all invoices shall be payable immediately (or by return) following the date stated on the invoice subject always to the provisions of clause 5 of the Terms and Conditions;
- (b) no goods will be dispatched until payment received by us, unless you operate a credit account with us;
- (c) if shipments are made in instalments, each instalment shall be separately invoiced and paid for when due, without regard to other shipments;
- (d) when your account exceeds our payment terms, we may charge interest on the outstanding balance at the rate pursuant to clause 6 of the Terms and Conditions;
- (e) we may exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed terms;
- (f) an administration fee of £15 will be added to each invoice raised for interest charged due to late payment and you agree that it is reasonable for us to charge this.
47. **OWNERSHIP**
- 47.1 The property in goods supplied by us shall not pass to you until the agreed price has been paid in full. You hereby agree that acceptance of goods is deemed to be an acceptance of this clause.
48. **ACCEPTANCE OF GOODS**
- 48.1 You agree that:
- (a) you must inform us, in writing, within 48 hours of delivery of goods of any discrepancy or damage; and
- (b) should you fail to notify us within 48 hours of delivery, thereafter we will not be liable for such discrepancy or damage and reserve the right not to rectify any discrepancy or damage.
- 48.2 In the event of the goods suffering damage in transit, you agree to:
- (a) notify us as soon as practicable; and
- (b) make a claim against the Carrier within 48 hours of receipt. Please note that should this event occur, you will need to retain all packing and contents for inspection.
- 48.3 If the goods are not received by you within six days of the date of invoice, you agree that you shall notify us and the carrier of the problem.
49. **RETURN OF GOODS**
- 49.1 You agree that:-
- (a) all goods correctly supplied in accordance with your instructions should not be returned without our written consent and that you will supply detailed reasons for the return of the goods;
- (b) any return of the goods is entirely at our discretion and, save as to any statutory rights you may have, you further agree that you have no automatic right to return the goods;
- (c) upon returning goods for whatever reason, you will pay our returned goods handling charge of 20% (or £10.00, whichever is the greater); and
- (d) you further agree that it is reasonable for us so to do.
- 49.2 In the event that you allege that the goods supplied are not in conformance with the published specification, any credit (or replacement) will not be issued until the defects complained of have been admitted by the manufacturer.
- 49.3 You further agree that all goods ordered to your specification (i.e. custom goods) cannot be refunded.
50. **RISK**
- 50.1 The risk in the goods passes to you at the time of dispatch or upon collection of the goods from us.
- 50.2 Notwithstanding the generality of the above clause 50.1, if in the event that we deliver the goods by courier to you, the risk in the goods will remain with us until delivery, save that in such an event, you agree to pay a premium for any excess insurance to cover the cost of the goods in transit.
51. **STATUTORY RIGHTS**
- 51.1 These conditions do not reduce or diminish any statutory rights or duties under the Sale of Goods Act (1979) and Supply of Goods and Services Act (1982) or Common Law rights of either party.