



Zeal Events Limited – Production Terms and Conditions
Effective: May 2022

1. Basis of Contract

- 1.1 These Conditions apply to and form part of a Contract between us and you. They supersede any terms and conditions previously issued by us. No terms or conditions endorsed on, delivered with, or contained in your conditions, order, quotation, specification or other document or any oral agreement shall form part of a Contract except to the extent that we otherwise agree in writing.
- 1.2 No variation of these Conditions, a Quotation or to a Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of both parties.

2. Contract Formation

- 2.1 We will provide you with a Quotation. A Quotation is an invitation to treat only. It is not an offer to supply any Services and is incapable of being accepted. A Quotation may be withdrawn at any time.
- 2.2 If you wish to accept a Quotation, then communicating acceptance of the Quotation in writing constitutes an Order by you.
- 2.3 We may accept or reject an Order at our discretion. An Order shall not be accepted, and no binding obligation to supply any Services shall arise, until the earlier of: (i) our written acceptance of the Order; or (ii) us performing the Services or notifying you that they are ready to be performed.
- 2.4 Rejection by us of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by you.
- 2.5 Marketing, samples and other promotional material relating to the Services are illustrative only and do not form part of Contract. You agree that, in submitting an Order, you have not relied on any representations or statements by us other than those expressly set out in these Conditions and the Quotation.

3. Charges

- 3.1 The Charges are exclusive of VAT. If Delivery is charged in addition to the Price, this will be set out in the Quotation.
- 3.2 We may increase the Charges with immediate effect by written notice to you where there is an increase in the direct cost to us of supplying the Services and which is due to any factor beyond our control.
- 3.3 We may increase the Charges following: (i) any changes in specification made at your request or agreed with us; (ii) to cover any extra expense as a result of your instructions; or (iii) to comply with any requirements set out in the Quotation. We will endeavour to advise you in advance of any such increase but this is not guaranteed and you are deemed to have authorised all such additions as we may consider to be appropriate and in your interest.

4. Payment and Interest

- 4.1 You shall pay all sums due to us on or prior to the date(s) set out in the Quotation.
- 4.2 Where sums due under the Quotation are not paid in full by the due date, we may, without limiting our other rights and remedies: (i) charge interest on such sums at a rate of 8% above the base rate of the Bank of England from time to time in force; or (ii) suspend or cancel the provision of Services.

5. Our Obligations

- 5.1 We shall supply the Services to you from the dates specified in the Quotation.
- 5.2 Installation and Derig shall commence on the date specified in our Quotation or otherwise mutually agreed between you and us in writing.
- 5.3 We shall:
- 5.3.1 perform the Services with reasonable care and skill;
- 5.3.2 ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of satisfactory quality and are fit for purpose;
- 5.3.3 use reasonable endeavours to ensure the Services are delivered within any agreed time frame. Time is not of the essence;
- 5.3.4 comply with all applicable laws, statutes and regulations from time to time in force provided that we shall not be liable under a Contract if, as a result of such compliance, it is in breach of any of its obligations under a Contract;
- 5.3.5 observe all reasonable health and safety rules and regulations and security requirements that apply at the Venue and which

have been communicated to us, provided that we shall not be liable under a Contract if, as a result of such observation, it is in breach of any of its obligations under this Contract; and

5.3.6 take reasonable care of all Customer Materials in our possession and make them available for collection by you on reasonable notice and request.

5.4 If our performance of our obligations under a Contract is prevented or delayed by any act or omission by you or your agents, subcontractors, consultants, employees or the Venue, we shall:

- 5.4.1 not be liable for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay;
- 5.4.2 be entitled to payment of the Charges despite any such prevention or delay; and
- 5.4.3 be entitled to recover any additional costs, charges or losses we sustain or incur that arise directly or indirectly from prevention or delay of Installation or Derig.

6. Your Responsibilities

6.1 You shall:

- 6.1.1 ensure that the information in the Quotation and any information you provide in any specification are complete and accurate and any material or image that form part of the specification is of good quality and resolution;
- 6.1.2 co-operate, and procure that any other entities with whom you are engaged with shall co-operate, with us or any Third-Party Provider in all matters relating to the Services;
- 6.1.3 comply with all applicable laws;
- 6.1.4 ensure no electronic files, data, application or programs provided to us or any Third-Party Provider: (i) contain any malicious or damaging software (including, but not limited to viruses, worms or trojan horses); (ii) be defamatory; or (iii) be in breach of any UK laws; and
- 6.1.5 comply with any reasonable additional obligations as required by us.

6.2 You must:

- 6.2.1 use reasonable endeavours to perform your obligations in accordance with a Contract;
- 6.2.2 provide us, our agents, subcontractors, consultants and employees, in a timely manner and at no charge: (i) access to each Venue, (ii) office accommodation (iii) access to a mains power supply, (vi) data; (v) secure on site storage for Equipment; and (vi) any other facilities as required by us;
- 6.2.3 inform all necessary authorities about the event and the Services, and obtain all necessary consents, licences and permissions. Any requests for information and documentation from Us must be made at least seven days prior to the installation date as specified in the Quotation;
- 6.2.4 ensure that everyone who uses the Equipment has been properly instructed in its safe and proper operation and will ensure that every user is in possession of necessary instructional material, and
- 6.2.5 not allow the Equipment to be misused.

6.3 Should the Equipment be involved in any accident resulting in damage to either the Equipment, other property or injury to any person, you shall notify us immediately.

6.4 It is your responsibility to monitor the weather at the Venue and from completion of the Installation until we commence the Derig, it is your responsibility to provide personnel who are in a position to act in case of adverse onsite weather conditions and ensure that the Equipment is not damaged. We must be informed of any severe weather conditions immediately.

6.5 You shall during the Risk Period:

- 6.5.1 ensure that 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 competent staff in accordance with any operating instructions, and is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- 6.5.2 ensure that the Equipment is compatible and may safely be used with any other equipment being used by you and that it is suitable for your purposes;
- 6.5.3 ensure that the Equipment and the premises in which it is housed is kept safe and secure and that a level of security is provided in respect of it as is commensurate with best industry practice;
- 6.5.4 not, without our prior written consent: (i) move or attempt to move any part of the Equipment to any other location, other than to an Venue or those locations agreed in advance with us; (ii) part with control of (including for the purposes of repair or maintenance); (iii) attach the Equipment to any land or building so as to cause the Equipment to become a permanent or

- immovable fixture on such land or building, sell or offer for sale, underlet or lend the Equipment; or (iv) allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- 6.5.5 not use the Equipment for any unlawful purpose, suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is confiscated, seized or taken, you shall notify us and you shall at your sole expense use your best endeavours to procure an immediate release of the Equipment and shall indemnify us on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- 6.5.6 ensure that at all times the Equipment is kept separate from the rest of your property and remains identifiable as being our property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment; and
- 6.5.7 not do or permit to be done anything which could invalidate the insurances you have put in place under the terms of these Conditions.
- 6.6 You acknowledge that we shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by you or your officers, employees, agents or contractors, and you shall indemnify us in full 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 costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of, or in connection with any failure by you to comply with the terms of the Contract.
- 7. Risk and Title**
- 7.1 The risk of loss, theft, damage or destruction of any Equipment provided to you as part of the Services shall pass to you on Delivery or Collection (as the case may be).
- 7.2 The Equipment shall at all times remain our property, and you shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of the Contract).
- 7.3 During the Risk Period, you shall, at your own expense, obtain and maintain insurance for the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as you may from time to time nominate in writing.
- 7.4 All insurance policies procured by you shall be endorsed to provide us with at least 20 Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall on our request name us on the policies as a loss payee in relation to any claim relating to the Equipment. You shall be responsible for paying any deductibles due on any claims under such insurance policies.
- 7.5 You shall give immediate written notice to us in the event of any loss, accident or damage to the Equipment during the Risk Period.
- 8. Warranty in relation to Equipment**
- 8.1 We warrant that the Equipment shall: (i) substantially conform to its specification (as made available by us); (ii) be of satisfactory quality; and (iii) fit for any purpose held out by us.
- 8.2 We shall use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment within three Business Days provided that:
- 8.2.1 the Equipment is in mainland Great Britain;
- 8.2.2 you notify us of any defect in writing within one Business Days of the defect occurring or of becoming aware of the defect;
- 8.2.3 we are permitted to make a full examination of the alleged defect;
- 8.2.4 the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than our authorised personnel;
- 8.2.5 the defect did not arise out of any information, design or any other assistance supplied or furnished by you or on your behalf;
- 8.2.6 the defect is directly attributable to defective material, workmanship or design; and
- 8.2.7 you have complied with the obligations contained within these Conditions including but not limited to those set out at clause 6.
- 8.3 If we fail to remedy any material defect in the Equipment in accordance with clause 7.1, we shall, at your request, accept the return of the defective Equipment and make an appropriate reduction to Charges payable during the remaining term of the Risk Period.
- 9. Limitation of liability**
- 9.1 The restrictions on liability in this clause 9 apply to every liability arising under or in connection with a Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.2 Nothing in these Conditions limits any liability which cannot legally be limited including liability for:
- 9.2.1 death or personal injury caused by negligence;
- 9.2.2 fraud or fraudulent misrepresentation;
- 9.2.3 any matter in respect of which it would be unlawful for the parties to exclude or restrict liability.
- 9.3 Subject to clause 9.2, our total liability to you shall not exceed an amount equal to the fees actually received by us in relation to these Services.
- 9.4 Subject to clause 9.2, we shall not be liable under a Contract for any: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill; and (vii) indirect or consequential loss.
- 9.5 Subject to clause 9.2, all implied terms and conditions as to the quality or performance of the Equipment and any other goods or services provided under a Contract are, to the fullest extent permitted by law, excluded from a Contract.
- 10. Confidentiality, intellectual property and announcements**
- 10.1 Each party undertakes that it shall keep any information that is Confidential Information confidential and that it shall not use or disclose the other party's Confidential Information to any person, except as permitted by clause 10.2.
- 10.2 A party may:
- 10.2.1 disclose any Confidential Information to any of its employees, officers, representatives, advisers or Third-Party Providers who need to know the relevant Confidential Information for the purposes of the performance of any obligations under or in connection with a Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with clause 10; and
- 10.2.2 disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority.
- 10.3 Any Intellectual Property Rights in our, or any Third-Party Provider's, designs, data sheets, packaging, literature or any other property or materials shall remain the property of us and/ or the Third-Party Provider and no licence in respect of these is granted.
- 10.4 Nothing in this clause shall prevent us from using any materials produced for you or using your name or logo to advertise, showcase or promote us and you hereby agree to allow us to use such material for the purpose of the services that we provide including, but not limited to, using the materials produced or your name or logo on our website and promotional materials.
- 11. Intellectual property**
- 11.1 We and our licensors shall retain ownership of all Supplier IPRs. You and your licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials.
- 11.2 We grant you, or we shall procure the direct grant to you of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to use our Intellectual Property Rights for the purpose of receiving and using the Services and the Deliverables in your business.
- 11.3 You grant us a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to use the Customer Materials for the term of a Contract for the purpose of providing the Services to you in accordance with a Contract.
- 11.4 We shall indemnify you in full against any sums awarded by a court against you arising out of or in connection with any claim brought against you for infringement of a third party's rights (including any Intellectual Property Rights) arising out of or in connection with the receipt or use of the Services by you.
- 11.5 You shall indemnify us in full against any sums awarded by a court against us arising of or in connection with any claim brought against us for infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt or use of the Customer Materials by us.
- 11.6 In the event that you request that we incorporate images, music, or videos into the Services, we shall use reasonable endeavours to ensure that we have the consent of the owner. In circumstances, where such consent cannot be granted or the owner is unclear, you agree to indemnify us for any claim, action, cost, loss or liabilities incurred by us as a result of using such material.
- 12. Data Protection**
- Both parties will comply with all applicable requirements of the Data Protection Legislation.
- 13. Force majeure**
- We shall not have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of a Contract which

result from Force Majeure. We shall promptly notify you in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than 14 days, we may terminate the Contract by written notice to you.

14 Termination

- 14.1 Subject to clause 14.2 and 14.3, a Contract is for the specific purpose of providing Services in accordance with the Order and will terminate following the completion of the provision of the Services and payment of all invoices relating to the Services.
- 14.2 The Customer may terminate the Contract at any time provided that:
- 14.2.1 if the Services includes the provision of Equipment, we shall be entitled to levy the following charges in relation to Equipment in the event of a cancellation:
- 30 days or more prior to the start of the Commencement Date – no charge;
 - between 15-30 days prior to the start of the Commencement Date - 50% of the total Charges which relate to the Equipment;
 - between 0-14 days prior to the start of the Commencement Date or during the Commencement Date – 100% of the total Charges which relate to the Equipment; and
- 14.2.2 we shall invoice you for: (i) all Services (other than Equipment hire) provided to you up to the date of cancellation; and (ii) the cost of any non-refundable costs or expenses incurred by us (including third party equipment hire) in relation to the contract plus an additional 10% uplift on those costs;
- 14.3 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:
- 14.3.1 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;
- 14.3.2 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; or
- 14.3.3 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 a Contract has been placed in jeopardy.
- 14.4 Without affecting any other right or remedy available to us, we may terminate a Contract or any other arrangement between us with immediate effect if you fail to pay any amount due under a Contract on the due date for payment.
- 14.5 On termination or expiry of a Contract:
- 14.5.1 you shall immediately pay us all of our outstanding unpaid invoices together with any interest due;
- 14.5.2 you authorise us to enter upon any property upon which we reasonably believe any Equipment to be, and we may in our absolute discretion recover and remove the Equipment; and
- 14.5.3 you shall pay to us on demand any costs and expenses incurred by us in recovering the Equipment or in collecting any sums due under the client Contract (including any storage, insurance, repair, transport, legal and remarketing costs).
- 14.6 Termination or expiry of a 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 a Contract which existed at or before the date of termination or expiry.
- 14.7 Any provision of a Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.
- 15 Agile change control process
- 15.1 If you request that an amendment to or a new creative element be added to the Services (Requirement) which results in a revision or addition to the Services:
- 15.1.1 the Development Team (comprising of your representative and our representative) shall work together in good faith to determine and agree a reasonable revision to the scope of the Services to accommodate the revision; and
- 15.1.2 we can charge you for this new Requirement in addition to the Charges.

16 Set off

- 16.1 We shall be entitled to set-off under a Contract any liability which we have or any sums which we owe to you under a Contract or under any other contract which we have with you.
- 16.2 You shall pay all sums that you owe us under a Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.
- 17 Third Party Rights
- 17.1 A Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of a Contract.
- 17.2 The rights of the parties to rescind or vary a Contract are not subject to the consent of any other person.

18 Other Provisions

- 18.1 Any notice or other communication given by a party under or in connection with a Contract may be by post or email and should be addressed to the last known postal address or relevant email address of the other party and shall be deemed to have been received when, in the ordinary course of the means of transmission, it would be received by the addressee. This clause does not apply to the service of any proceedings or other documents in any legal action.
- 18.2 Each party shall at the request of the other, and at the cost of the requesting party, do all acts and execute all documents which are necessary to give full effect to a Contract.
- 18.3 No variation of a Contract shall be valid or effective unless it is in writing, refers to a Contract and these Conditions and is duly signed or executed by, or on behalf of, each party.
- 18.4 You may not assign, subcontract or encumber any right or obligation under a Contract or any contract, in whole or in part, without our prior written consent. We may assign or subcontract any right or obligation under a Contract without your consent.
- 18.5 If any provision or part-provision of a 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 a Contract.
- 18.6 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under a Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under a Contract shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- 18.7 No one other than a party to a Contract, their successors and permitted assignees shall have any right to enforce any of its provisions.
- 18.8 The rights and remedies provided in a Contract for us only are cumulative and not exclusive of any rights and remedies provided by law.
- 18.9 Unless stated otherwise, time is of the essence for any date or period specified in a Contract in relation to your obligations only.
- 18.10 Nothing in a Contract constitutes, or shall be deemed to constitute, a partnership between the parties nor make any party the agent of another party.
- 18.11 If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to a Contract, the terms of these Conditions shall prevail to the extent of the conflict.
- 18.12 A Contract shall be governed by and construed in accordance with English Law and each party hereby irrevocably submits to the jurisdiction of the English Courts.

19 Definitions

Business Days: means a day other than a Saturday, Sunday or bank or public holiday.

Charges: means the charges specified in the Quotation.

Collection: means the collection of the Equipment by you from our premises.

Commencement Date: means the date on which the Equipment is to be made available to you as specified in the Quotation.

Conditions: means these standard terms and conditions.

Confidential Information: means any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by you in performing your obligations under, or otherwise pursuant to the Contract;

Contract: means these Conditions between us and you for Services incorporating these Conditions and the Quotation, and including all schedules, attachments, annexures and statements of work.

Customer: means the person, firm, corporate or public body engaging us for the Services, referred to herein as "You".

Customer Materials: means all materials, equipment and tools, drawings, specifications and data supplied by you to us.

Data Protection Legislation: means, as binding on either party or the Services:

- (a) the General Data Protection Regulation, Regulation (EU) 2016/679;
- (b) the Data Protection Act 2018;
- (c) any laws which implement any such laws; and
- (d) any laws that replace, extend, re-enact, consolidate or amend any of

the foregoing;

Deliverables: means all documents, technical equipment, products and materials supplied or developed by us or our agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation equipment, tooling, data, reports and specifications (including drafts).

Delivery: means the transfer of physical possession of the Equipment to you at the location agreed between us.

Derig: means the dismantling or the removal of the Equipment.

Equipment: means goods, structures, components and other items hired or sold by us or any part thereof, or any equipment, tools or vehicles used to deliver our Services, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

Force Majeure: means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under a Contract including an act of God, fire, flood, lightning, pandemic, earthquake or other natural disaster, war, riot or civil unrest, restricted access to an Venue, lack of suitable trained staff, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of a Contract, strike, lockout or boycott or other industrial action including those involving us or our suppliers' workforce, but excluding your inability to pay or circumstances resulting in your inability to pay;

Installation: means the installation of the Equipment.

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

Order: means an offer by you to engage our Services as detailed in the Quotation in accordance with the terms set out in these Conditions.

Price: means the price for Services set out in the Quotation.

Production Services: means content creation, event production, project management, Equipment hire, installation services and all other ancillary services.

Quotation: means a quotation from us setting and the Service and price.

Risk Period: means the period from Collection or Delivery of the Equipment until the Equipment has been returned to us or collected by us.

Schedule: means the schedule for touring shows and productions as set out in the Schedule.

Services: means the provision of Production Services as set out in the Quotation.

Supplier IPRs: means all Intellectual Property Rights subsisting in the Deliverables excluding any Customer

Third-Party Provider: means any third-party provider who we sub-contract the production of Services to.

Us: also referred to herein as "we", our or other such similar terms means Zeal Events Limited or its successors or assigns trading.

Venue: means the venue(s) detailed in the Schedule.