

# Enlightened

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## Terms & Conditions





**Enlightened**

LIGHTING | AUDIO | STAGING | VIDEO

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# Terms & Conditions

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**1.1** For clarity these Terms and Conditions are grouped for ease of reference into their most pertinent applications, however ALL CLAUSES apply to any and ALL agreements.

*These terms and conditions are effective as of 05th March 2020 and supersede any previous terms and conditions.*

# Glossary of Document Terminology

The following definitions and rules of interpretation apply in this Agreement.

## 1. DEFINITIONS

- **“Agreement”** means the contract between Enlightened and the Client for the supply of Goods and Services in accordance with the Client's Quotation and these Conditions;
- **“Brief”** means the written or verbal instruction of the Client describing the required project and the Deliverables, setting out the estimated timetable and responsibilities for the provision of the Services;
- **“Client”** means the person to whom Enlightened is to provide services, as detailed in the Client's Quotation;
- **“Client's Quotation”** means the client quotation submitted by Enlightened to the Client for the Services;
- **“Client's Equipment”** means any equipment, systems, cabling or facilities provided by the Client and used directly or indirectly in the supply of the Services.
- **“Client's Manager”** means the Client's manager for the Project, appointed in accordance with clause 3.3.1.1;
- **“Client Works”** means the works and materials provided by the Client to Enlightened, or by any third party acting for or on behalf of the Client, for incorporation into the Deliverables;
- **“Commencement Date”** shall mean the date upon which an activity, hire period, production design or production build, sale agreement, installation design or practical installation shall commence.
- **“Conditions”** means these terms and conditions as amended from time to time in accordance with clause 6.8;
- **“Data Controller”** has the meaning set out in s.1(1) Data Protection Act 1998;
- **“Data Processor”** has the meaning set out in s.1(1) Data Protection Act 1998;
- **“Data Subject”** means an individual who is the subject of Personal Data;
- **“Deliverables”** means the deliverables specified in the Brief;
- **“Deposit”** shall have the meaning ascribed to it in clause 3.7;
- **“Document”** includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;
- **“Enlightened”** refers to Enlightened, a trading name of Enlightened Lighting Ltd, company registration no. 03832499, the registered address of which is 26-28 Emery Rd, Brislington, Bristol, BS4 5PF.

- **“Enlightened’s Equipment”** means all equipment, including tools, systems, cabling or facilities, provided by Enlightened or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Client;
- **“Enlightened’s Manager”** means Enlightened’s manager for the Project appointed under clause 3.2.2
- **“Goods”** means equipment, deliverables and products sourced and owned by Enlightened.
- **“Input Material”** means all Documents, information and materials provided by the Client relating to the Services, including computer programs, data, reports and specifications;
- **“Intellectual Property Rights”** Intellectual property refers to all creations of the mind: inventions; literary and artistic works; and symbols, names, images, patents, utility models, design and content created by Enlightened in each case whether registered or unregistered
- **“Participants”** means all individuals invited by the Client to the Venue to participate in the Project;
- **“Personal Data”** has the meaning set out in Data Protection Act 1998.
- **“Pre-existing Materials”** means all Documents, information and materials provided by Enlightened relating to the Services which existed prior to the commencement of this Agreement, including the pre-existing materials specified in the Brief;
- **“Price”** means the price to be paid by the Client in respect of the Project, as set out in the Brief, as may be varied in accordance with clause 2.4.3 and clause 4.2 of these terms and conditions.
- **“Project”** means the project as described in the Brief;
- **“Services”** means the services to be provided by Enlightened under this Agreement as set out in the Brief, together with any other services which Enlightened provides or agrees to provide to the Client;
- **“VAT”** means value added tax chargeable under English law for the time being and any similar additional tax;
- **“Venue”** means the premises at which the Project is to be delivered.

**1.1** For clarity these Terms and Conditions are grouped for ease of reference into their most pertinent applications, however ALL CLAUSES apply to any and ALL agreements.

**1.2** This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party’s personal representatives, successors and permitted assigns.

**1.3** A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

**1.4** A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

**1.5** A reference to “writing” or “written” includes emails but only those emails where receipt has been acknowledged or responded to

# HIRE

## 2. HIRE SPECIFIC TERMS & CONDITIONS

### 2.1 Hire General Agreement Terms

**2.1.1** Where the client has obtained a quotation from Enlightened, the quotation is valid for 30 days from the date of the quotation. A quotation does not constitute acceptance of a hire agreement with the client, and equipment is not booked out to the client until the a hire agreement is confirmed.

**2.1.2** Quotations are subject to availability at the time of confirmation.

**2.1.3** Acceptance of a quote and acceptance of equipment and services supplied by Enlightened shall constitute acceptance of these terms and conditions unless otherwise agreed in writing in advance.

**2.1.4** Any order or instruction given to Enlightened shall be given in writing. Verbal instructions and orders shall be acted upon, providing a confirmation is given in writing within 48 hours of the instruction or order being given. Enlightened is not liable for the consequences of any misunderstandings or inaccuracies resulting from a verbal instruction not confirmed in writing within 48 hours.

**2.1.5** The client is responsible for any instruction or order issued to an Enlightened Representative by the client. Any advice, instruction or order issued by an Enlightened company representative to the client should be followed immediately, Enlightened is not liable for any damage or loss incurred as a result of a failure of the client to follow any instruction or advice issued by an Enlightened representative.

### 2.2 Equipment Hire

**2.2.1** Enlightened will supply equipment pursuant to these terms and conditions.

**2.2.2** Enlightened reserves the right to change equipment lists to suit booking schedules without prejudice.

**2.2.3** All descriptions, weights, dimensions and insurance values advertised on the Enlightened website or official documents issued by Enlightened are approximations only, and are a representation of the equipment to be hired. Enlightened reserves the right to change the specification without notice.

### 2.3 Hire Period

**2.3.1** Enlightened will supply equipment pursuant to these terms and conditions, and will permit the client uninterrupted use of the equipment for the full duration of the hire period.

**2.3.2** The hire period is defined as the period between the time and date from which the equipment is booked out (specified as the "Date Out" on Enlightened documentation) and the time and date from which the equipment is expected to be returned (specified as the "Date Back" on Enlightened documentation).

**2.3.3** Equipment is deemed to be "on hire" from the time and date from which the equipment is booked out. Equipment shall be deemed to be "off hire" from the date and time it is returned to Enlightened's premises in good working order.

**2.3.4** Equipment shall be deemed to be late if all or part of the equipment is not returned by the date and time the equipment is expected back, pursuant to section 2.7 of this document.

# HIRE

## 2.4 Hire Charges & Payment terms

**2.4.1** The client shall be charged a weekly rate for all equipment for every week (or part thereof) that the equipment is on hire, whether or not the equipment is in use by the client.

**2.4.2** At the discretion of an Enlightened representative, a daily rate may be charged for very short, ie single day, hire periods.

**2.4** Grace periods may be given at the start and end of a hire period to offset transit periods at the discretion of Enlightened.

**2.4.3** All list prices are advertised on the Enlightened's website and the Enlightened hire price list. Enlightened reserves the right to change these prices at any time without notice or prejudice.

**2.4.4** The client shall be charged an agreed amount for delivery of the equipment, pursuant to section 2.6 of these terms and conditions.

**2.4.5** All hire prices are exclusive of VAT and delivery charges where applicable.

**2.4.6** The client agrees to pay all hire and delivery charges on invoices from Enlightened in accordance with the client's established credit agreements.

**2.4.6.1** Cash clients shall pay in advance of receiving the hire upon receipt of an invoice for the upcoming hire. Equipment shall not be released without receipt of the full balance in cleared funds.

**2.4.6.2** See also general Payment terms clause 6.4

## 2.5 Hire Insurance

**2.5.1** For the entire duration of the hire period, the client shall remain responsible for any loss or damage to any equipment hired from Enlightened.

**2.5.2** It is recommended that the client take out insurance to protect against loss or liability as a result of loss or damage to the hired equipment. The insurance value of all hired equipment is stated on Enlightened delivery notes and quotations

## 2.6 Delivery and Collection

**2.6.1** Unless otherwise agreed in writing, the client agrees to collect and return the equipment from Enlightened, the address of which is specified as 26-28 Emery Rd, Brislington, Bristol, BS4 5PF. The client is additionally responsible for the provision of appropriate vehicles for transport, and the safe and secure loading and unloading of the vehicles.

**2.6.2** The client shall collect and return the equipment from Enlightened's premises during Enlightened's published business opening hours. Opening hours can be found on Enlightened's website [www.enlx.co.uk/contact](http://www.enlx.co.uk/contact).

**2.6.3** Collection and return of equipment outside of these hours must be by prior arrangement in writing with Enlightened, and may incur additional charges.

**2.6.4** If agreed and specified as part of the hire agreement, Enlightened shall deliver the equipment to an address specified by the client in advance.

**2.6.5** Where Enlightened has agreed to deliver using company vehicles, Enlightened shall deliver and collect on the days specified in the hire agreement between the hours of 0900 and 1700, Monday to Friday, excluding bank holidays. Morning and afternoon slots may be requested, however delivery windows of 2 hours or less will incur additional charges which will be advised at time of booking.

# HIRE

## 2.6 Delivery and Collection (CONTINUED)

**2.6.6** All times quoted or stated for deliveries are approximate only Enlightened shall not be liable for any delay in delivery of the Equipment howsoever caused.

**2.6.7** Unless otherwise agreed in writing, the Hirer is responsible for loading, transporting and unloading the Equipment at the Site and on its return to Enlightened and for all costs incurred in connection therewith, and any driver or operator supplied by Enlightened shall be deemed to be under the Hirer's control and shall comply with all reasonable directions of the Hirer.

**2.6.8** Any deliveries or collections outside of the times specified in clause 2.6.5 will be defined as an out of hours collection, and will incur additional charges as specified in Appendix 1 of this document.

**2.6.9** Enlightened assumes no liability for incorrect delivery information, and it is the responsibility of the client to ensure the correct address and timing information is supplied at the point of confirming the order. Missed deliveries and collections or second deliveries and collections may incur additional delivery charges as specified in Appendix 1 of this document.

**2.6.10** Enlightened reserves the right to engage third party couriers for deliveries and collections without prejudice. Enlightened assumes no liability for the failure of a third party company to deliver. It is the responsibility of the client to ensure the correct address and timing information is supplied at the point of confirming the order.

## 2.7 Late Returns and Broken or Damaged Equipment

**2.7.1** Equipment not returned on or before the date and time specified as the date and time that the equipment is due to be returned to Enlightened without prior arrangement is considered to be a late return.

**2.7.2** Equipment will be considered as on hire until such a point that it is returned to the building or declared a loss. The client assumes liability for any excess hire charges incurred up to the point the equipment is returned in a working & fully serviceable condition or declared a loss.

**2.7.3** Equipment declared as a loss to Enlightened will incur a charge to the client up to the full replacement value of the item that has been lost.

**2.7.4** In the event that equipment declared to be a loss to Enlightened is returned by the client at a later date, a credit of up to 50% of the replacement charges levied may be offered at the discretion of the Hire Manager of Enlightened.

**2.7.5** Enlightened will check each piece of equipment returned by the client carefully for damage. The cost of labour & parts will be made where necessary to return the equipment to the condition in which it was hired. If this is not cost effective, a charge to cover the replacement will be made.

**2.7.6** By accepting a hire agreement with Enlightened, the client agrees to accept full liability for any costs incurred in order to restore the equipment to hireable condition, fair wear and tear notwithstanding. A schedule of charges may be found in Appendix 1

**2.7.7** Where the cost of restoring the equipment to hireable condition exceeds the cost of a like for like replacement of the equipment, the client accepts liability for the replacement cost.

**2.7.8** Enlightened will notify the client of any damage or shortages to returned equipment as soon as is reasonably practicable and in any event within one calendar month of the return of the equipment

# HIRE

## 2.8 Cancellation

**2.8.1** The client may cancel the hire agreement subject to charges itemised here;

**2.8.1.1** Cancellation is received 30 calendar days or more in advance of the commencement of the agreed hire period, there will be no charge, subject to clause 2.8.2.

**2.8.1.2** Cancellation is received between 14 and 29 calendar days in advance of the commencement of the agreed hire period, 25% of the agreed hire value will be payable.

**2.8.1.3** Cancellation is received between 2 working days and 13 calendar days in advance of the commencement of the agreed hire period, 50% of the agreed hire value will be payable.

**2.8.1.4** Cancellation is received with 2 working days (or less) in advance of the commencement of the agreed hire period 100% of the hire agreement value will be payable.

**2.8.2** If at the time of booking Enlightened notifies the client of sub hires, any additional liabilities associated with the cancellation of any sub hires will be passed on in full, (at cost), to the client.

(see also General Cancellation terms clause 6.2).

## 2.9 Equipment Use

**2.9.1** The client agrees to use all equipment supplied by Enlightened in accordance with the equipment's particular specifications and operational limits.

**2.9.2** The client agrees to keep all equipment in good working order, fair wear and tear excepted.

**2.9.3** The client shall not modify, alter or otherwise use equipment for any purpose other than that for which it is intended in the equipment's specifications. Any modifications, alterations or use of equipment for any purpose other than is intended in the equipment's specifications that require remedial work to return the equipment to a hireable condition shall be considered damage to the equipment, and the client accepts any liabilities and costs this incurs, pursuant to section 2.7 of these terms and conditions.

**2.9.4** The client assumes full liability for any loss incurred as a result of misuse of equipment.

**2.9.5** Where spare lamps are provided by Enlightened, the client agrees to return all spare lamps on a sale or return basis. Where spare lamps have been used, the client shall return faulty or expired lamps.

## 2.10 Equipment Ownership

**2.10.1** The equipment shall at all times remain the property of Enlightened.

## 2.11 Copyright

**2.11.1** The Client is solely responsible for obtaining all licenses or warrants appropriate for the use of the equipment supplied. This may include (but not limited to) TV Licence, PRS Licence, PPL Licence, Permissions to record etc.

**2.11.2** Enlightened hereby notifies the client that the playing or showing of any copyright material in circumstances where the client does not hold the appropriate licence from the copyright holder then the client may become liable for any costs or damages for so doing.



# PRODUCTION

## 3. PRODUCTION SPECIFIC TERMS & CONDITIONS

### 3.1 Commencement and duration

**3.1.1** An Agreement acceptance constitutes an offer by the Client to purchase Services in accordance with these Conditions.

**3.1.2** The date on which this Agreement shall come into existence (the “Commencement Date”) shall be the date on which Enlightened accepts or confirms the Agreement or, if earlier, the date on which Enlightened commences provision of the Services at the Client’s request.

**3.1.3** These Conditions apply to the Agreement 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.

**3.1.4** Enlightened shall provide the Services to the Client from the Commencement Date on the terms and conditions of this Agreement.

**3.1.5** The Services supplied under this Agreement shall continue to be supplied until the Project is completed in accordance with the Brief, unless this Agreement is terminated in accordance with clause 3.8

**3.1.6** The Client's Quotation shall not constitute an offer and is only valid for a period of 30 days from its date of issue and is subject to availability of equipment at the time of confirmation, provided that Enlightened does not withdraw the quotation during the 30-day period.

### 3.2 Enlightened's obligations

**3.2.1** Enlightened shall use reasonable endeavours to provide the Services, and to deliver the Deliverables to the Client, in accordance with the Brief in all material respects.

**3.2.2** Enlightened shall appoint Enlightened's Manager who shall have authority contractually to bind Enlightened on all matters relating to the Project. Enlightened shall use reasonable endeavours to ensure that the same person acts as Enlightened's Manager throughout the term of Project, but may replace him or her from time to time where reasonably necessary in the interests of Enlightened's business.

**3.2.3** Enlightened shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Venue or any of the Client's premises and that have been communicated to Enlightened prior to a placement of order, provided that it shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligations under this Agreement.

### 3.3 Client’s obligations

**3.3.1** The Client shall:

**3.3.1.1** Cooperate with Enlightened in all matters relating to the Services and appoint the Client’s Manager in relation to the Project, who shall have the authority contractually to bind the Client on matters relating to the Project;

**3.3.1.2** Provide, for Enlightened, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Venue and to the Client’s premises, office accommodation, data and other facilities as required by Enlightened or any of them;

# PRODUCTION

## 3.3 Client's obligations (CONTINUED)

**3.3.1.3** Provide, in a timely manner, such Input Material and other information as Enlightened may require (including, without limitation, the number and identity of Participants), and ensure that it is accurate in all material respects;

**3.3.1.4** Be responsible (at its own cost) for preparing and maintaining the Venue and any other relevant premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from such premises in accordance with all applicable laws, before and during the supply of the Services at those premises, and informing Enlightened of all of the Client's obligations and actions pertaining to these terms and conditions.

**3.3.1.5** Inform Enlightened of all health and safety rules and regulations and any other reasonable security requirements that apply at the Venue and any of the Client's premises;

**3.3.1.6** Ensure that all Client's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements;

**3.3.1.7** The Client is responsible for ensuring the structural suitability and structural integrity of the venue wherein contracted production work is to be undertaken.

**3.3.1.8** Obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of Enlightened's Equipment, the use of Input Material and the use of the Client's Equipment in relation to Enlightened's Equipment insofar as such licences, consents and legislation relate to the Client's business, premises, staff and equipment, in all cases before the date on which the Services are to start;

**3.3.1.9** Keep and maintain Enlightened's Equipment in accordance with Enlightened's instructions as notified by Enlightened's Manager from time to time and shall not dispose of or use Enlightened's Equipment other than in accordance with Enlightened's written instructions or authorisation; and

**3.3.1.10** Abide with the terms and conditions of the Venue and, if the Venue and any other provider of services relating to the Brief are introduced by Enlightened but will provide such services directly to the Client, to ensure that such persons are paid in accordance with the terms of their engagement.

**3.3.2** If Enlightened's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, Enlightened shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.

**3.3.3** The Client shall be liable to pay to Enlightened, on demand, all reasonable costs, charges or losses sustained or incurred by Enlightened (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Agreement, subject to Enlightened confirming such costs, charges and losses to the Client in writing.

**3.3.4** The Client shall not, without the prior written consent of Enlightened, at any time from the date of this Agreement to the expiry of six months after the completion of the Project, solicit or entice away from Enlightened or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Enlightened in the provision of the Services.

# PRODUCTION

## 3.3 Client's obligations (CONTINUED)

**3.3.5** Any consent given by Enlightened in accordance with clause 3.3.4 shall be subject to the Client paying to Enlightened a sum equivalent to 50% of the then current annual remuneration of Enlightened's employee, consultant or subcontractor or, if higher, 50% of the annual remuneration to be paid by the Client to that employee, consultant or subcontractor.

## 3.4 Content

**3.4.1** The Brief must be clearly confirmed with Enlightened in writing before the Commencement Date.

**3.4.2** Any subsequent adjustments or alterations to the brief may incur additional charges which will be invoiced on a time charge basis at an hourly rate of £50. per hour.

**3.4.3** The Client warrants that the Brief is accurate in so far as is possible.

**3.4.4** The Client's Quotation and any pre-set dates for supply of the Deliverables will be agreed on the basis of the Brief. Enlightened reserves the right to make additional charges for changes to the Brief resulting from:

**3.4.4.1** alterations by the Client;

**3.4.4.2** a delay in providing Enlightened with materials, information instructions or authorisations;

**3.4.4.3** supply of poor quality assets to Enlightened by the Client; and

**3.4.4.4** any other circumstances beyond Enlightened's control. The Client fully accepts that items contained in this clause 3.4 may result in a delay in the supply of the Deliverables and that Enlightened will have no liability whatsoever in relation to the delay.

**3.4.5** Approval by the Client of final quotations, crew briefs, designs, drawings, equipment lists, schematics, artwork and the like will be Enlightened's authority to proceed with the production or publication of Deliverables as appropriate.

**3.4.6** Where artwork, films, motion graphics, set designs, equipment lists or other material is sent to the Client for final approval, the Client shall check it carefully and notify Enlightened of any errors or alterations. Enlightened will use reasonable endeavours to effect any changes so notified but Enlightened reserves the right to make additional charges if any of these alterations go beyond or change the original Brief. Where notification of errors is either unreasonably delayed in this way or does not occur at all before publication, Enlightened will not be liable in respect of any such errors.

**3.4.7** Enlightened will not be liable in respect of errors which may occur after the handover of artwork where the Client oversees distribution, uploading or display of the final film, graphic or other works.

**3.4.8** Deliverables will only be publicly released by Enlightened once the Client has approved all Deliverables as complete and satisfactory and confirms this in writing.

**3.4.9** Enlightened reserves the right to use part or all of any material they produce in promotional literature, including, but not exclusive to marketing DVDs, websites and printed literature.

**3.4.10** If the Client does not wish to have their film, content and images used in Enlightened's promotional material they must state so in writing before commencement of production unless otherwise agreed in writing prior to event.

# PRODUCTION

## 3.4 Content (CONTINUED)

**3.5 3.4.11** Except where Enlightened agrees to the contrary, it shall be the sole responsibility of the Client to ensure that the Deliverables comply with all local laws (whether consumer, public or civil), regulations and codes in all countries in which use is intended as stated in the Brief. It is also the Client's responsibility to ensure that the Deliverables carry all disclaimers, warnings and public information which any competent lawyer of the Client in any of the relevant jurisdictions would advise.

## 3.5 Intellectual property rights

**3.5.1** The Client shall indemnify Enlightened against all damages, losses and expenses arising as a result of any action or claim that any Client Works or Input Materials infringe any Intellectual Property Rights owned by a third party ("Third Party Rights").

### 3.5.2 Deliverables

**3.5.2.1** (a) On becoming aware that any material comprising Third Party Rights is used in Deliverables e.g. music or library footage, Enlightened will promptly communicate this to the Client.

**3.5.2.1** (b) Unless otherwise agreed in writing, the Client will accept full responsibility for ensuring the proper use of any materials including Third Party Rights, including full payment of all associated costs.

**3.5.2.1** (c) Enlightened cannot and will not use materials including Third Party Rights unless it is entitled to do so.

**3.5.2.1** (d) Intellectual Property Rights in the Deliverables extend to the final delivered production, but does not include source files, or design elements all of which will remain the property of Enlightened. If the Client requires these files from Enlightened, they are available at a fee of 25% of the total project fee.

**3.5.2.1** (e) If any Deliverables include any Client Works, it is agreed that Enlightened shall have the right to use or allow use of such Client Works for the purpose of fulfilling Enlightened's obligations under the Agreement. Enlightened shall not gain any rights over such Client Works by virtue of such use but Enlightened shall be entitled to use the Client Works both during and after the production and supply of the Deliverables to promote and advertise its own work.

**3.5.2.1** (f) Subject to clauses 3.5.2.1 (a) to 3.5.2.5(e) and to payment in full of the Price to Enlightened by the Client, Enlightened will assign to the Client with full title guarantee to all the present and future Intellectual Property Rights in the Deliverables.

**3.5.3** The Client shall indemnify and hold harmless Enlightened and Enlightened's agents and employees from any liability, cost, loss, damages award, sum payable by way of settlement or other expense of any kind (including reasonable legal fees) arising from any claim, demand or action alleging that any Input Materials, Client Works or Deliverables infringe any Third Party Rights or are contrary to any law, code or regulation in any country.

## 3.6 Change control

**3.6.1** The Client's Manager and Enlightened's Manager shall liaise as often as is reasonably necessary to discuss matters relating to the Project. If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.

# PRODUCTION

## 3.6 Change control (CONTINUED)

**3.6.2** If either party requests a change to the scope or execution of the Services, Enlightened shall, within a reasonable time, provide a written quotation to the Client of:

**3.6.2.1** (a) the likely time required to implement the change;

**3.6.2.2** (b) any necessary variations to Enlightened's charges arising from the change;

**3.6.2.3** (c) the likely effect of the change on the Brief; and

**3.6.2.4** (d) any other impact of the change on this Agreement.

**3.6.3** If the Client wishes Enlightened to proceed with the change, Enlightened has no obligation to do so unless and until the parties have agreed the necessary variations to its charges, the Brief and any other relevant terms of this Agreement to take account of the change and this Agreement has been varied in accordance with these terms and conditions

**3.6.4** Where extemporary changes are requested onsite or during production implementation that are outside the scope of original quotation Enlightened recognise, informal confirmation received electronically or verbally as constituting acceptance of additional charges incurred when delivering time critical, client instructed extemporary changes.

**3.6.5** Enlightened may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. Enlightened may, from time to time change the Services, provided that such changes do not materially affect the nature or quality of the Services.

## 3.7 Deposit and Cancellation

**3.7.1** Unless agreed in advance of Commencement and in writing, the following default payment terms will apply.

**3.7.2** A deposit, amounting to 50% of the Price (the "Deposit"), shall be paid by the Client on the Commencement Date. Enlightened shall be under no obligation to provide Services until the Deposit is received by it in cleared funds.

**3.7.3** The Deposit is non-refundable to the Client unless Enlightened, in exceptional circumstances, in its sole discretion determines otherwise.

**3.7.4** If the Client seeks to terminate the Agreement more than seven days but less than four weeks prior to the date on which the Project is to be commenced, such termination shall only be effective upon receipt by Enlightened of 75% of the full Price.

**3.7.5** If the Client seeks to terminate the Agreement less than seven days prior to the date on which the Project is to be commenced, such termination shall only be effective upon receipt by Enlightened of the full Price.

**3.7.6** The Client shall, in the event of cancellation the Client shall in addition to the sums payable in accordance with clauses 3.8, reimburse Enlightened for all expenditure either incurred and for which Enlightened has contracted or agreed with any third party to incur by the date of termination in excess of the amount of the Deposit.

## 3.8 Charges and payment

**3.8.1** See also general Payment terms clause 6.4

# PRODUCTION

## 3.8 Charges and payment (CONTINUED)

**3.8.2** The Client shall pay each invoice submitted to it by Enlightened, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by Enlightened. Unless otherwise agreed in writing between the parties, the Price must be paid in full prior to the date on which the Project is to be finalised.

**3.8.3** Without prejudice to any other right or remedy that it may have, if the Client fails to pay Enlightened on the due date Enlightened may suspend all Services until payment has been made in full.

**3.8.4** All sums payable to Enlightened under this Agreement shall become due immediately on its termination, despite any other provision. This clause is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.

## 3.9 Confidentiality and Enlightened's property

### 3.9.1 Confidentiality

**3.9.1.1** (a) Each party undertakes that it shall not at any time disclose to any person technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to it by the other party (the "Disclosing Party"), its employees, agents, consultants or subcontractors or of any member of the group of companies to which the Disclosing Party belongs and any other confidential information concerning the Disclosing Party's business or its products which the party may obtain, except as permitted by clause 3.5

**3.9.1.2** (b) Each party may disclose the Disclosing Party's confidential information:

**3.9.1.2.1** (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, sub-contractors or advisers to whom it discloses the other party's confidential information comply with this clause 3.9; and

**3.9.1.2.2** (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

**3.9.1.3** (c) Each party shall not use the Disclosing Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

### 3.9.2 Enlightened's property

**3.9.2.1** All materials, equipment and tools, drawings, specifications and data supplied by Enlightened to the Client (including Pre-existing Materials and Enlightened's Equipment) shall, at all times, be and remain as between Enlightened and the Client the exclusive property of Enlightened, but shall be held by the Client in safe custody at its own risk and maintained and kept in good condition by the Client until returned to Enlightened, and shall not be disposed of or used other than in accordance with Enlightened's written instructions or authorisation.

## 3.10 Event Insurance

**3.10.1** Unless otherwise agreed in writing with Enlightened the Event Insurance is the sole responsibility of the Client.

## 3.10 Event Insurance (CONTINUED)

**3.10 .2** If the Client decides that Event Insurance is not required, Enlightened shall have no liability in respect of any loss sustained as the result of the absence of such insurance and the Client will be liable in respect of any loss, expense or liability which could have been covered by event insurance had this been taken out.

**3.10.3** In the absence of Event Insurance, Enlightened shall be entitled to arrange insurance in respect of its own interest only, at Enlightened's sole expense, and the Client will not be entitled to make any claim under such insurance.

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# SALES & INSTALLATION

## 4. SALES & INSTALLATION SPECIFIC TERMS & CONDITIONS

### 4.1 Quotations.

**4.1.1** Quotations are valid for thirty (30) days from the date of quotation and are subject to confirmation by Enlightened on receipt of Order which must be in writing

### 4.2 Fluctuations.

**4.2.1** Enlightened shall be entitled to adjust the price of the Goods given in the quotation in the event of any increase however arising in the cost to Enlightened or manufacturing or supplying the Goods, including, without prejudice to the generality of the foregoing, increases in costs of materials, wages, and salaries and increases due to,

**4.2.1.1** Any delays by the Client in providing any information required by Enlightened for the production of the Goods.

**4.2.1.2** Any overtime being worked at the request of the Client,

**4.2.1.3** Any alteration in design, quantity specification or manufacturing details (including the correction of any error therein) being made at the request of the Client.

### 4.3 Descriptions, Error and Omissions.

**4.3.1** Unless expressly stated all drawings, Specifications and descriptions Supplied with a quotation shall not be binding as to detail. Enlightened reserves the right to modify, without notice, the designs and specifications for the materials used in its products, and to correct any written or clerical error that may occur

### 4.4 Delivery and Delay.

**4.4.1** The delivery date is not deemed to be a condition of the contract, but is approximate only and is given on the basis of the conditions prevailing at the date of acceptance or order by Enlightened or the date upon which Enlightened receives complete instructions from the Client whichever shall be the later date. Enlightened shall not be liable for the consequences of any delay, and in particular, but without prejudice to the generality of the foregoing, Shall be under no Liability whatsoever for any delay in delivery Or Completion Caused (directly or indirectly) by force majeure or by any other cause whatsoever, whether or not of like nature to those specified in these terms and conditions outside of its control.

**4.4.2** If any delay shall occur through any caused mentioned herein of this document then Enlightened reserves the right to defer the delivery date for a reasonable time having regard to all the circumstances provided that any increase in cost due to such delay be payable by the Client. If such delay occurs then either party may at its option forthwith terminate this contract by giving to the other fourteen days' written notice. The consequences of cancellation shall be governed by the provisions of these terms and conditions In no Such Case Shall Enlightened be responsible for any loss, direct, indirect. Or consequential, which may result.

**4.4.3** If Enlightened shall so terminate this contract the Client shall pay a proportionate part of the contract price for the Goods delivered Or installed, (as the case may be) up to the date of termination.



# SALES & INSTALLATION

## 4.5 Warranty.

**4.5.1** Enlightened will fix or repair at no charge to the Client defects caused by faulty workmanship during the installation, for One calendar year from Completion.

**4.5.2** The warranty set out in the Warranty Certificate issued by the manufacturer of the goods supplied under the Order shall operate as between Enlightened and Client for a period of one calendar year from practical completion.

**4.5.3** Our obligation shall be limited to furnishing or repairing, without charge, ex-point of manufacture, a similar part to replace any part of equipment proved to have been defective at the time of dispatch.

**4.5.4** No allowance will be made for repairs or alterations carried out to the goods by the Client, unless made with the consent of Enlightened. Any such repairs or alterations made by the Client may render the warranty between Enlightened and the Client Null and Void.

**4.5.5** Enlightened shall not be liable for, any loss or damage arising directly or indirectly, as a consequence of any defect in the installation except when such loss or damage is occasioned solely by the negligence Of Our Employees or Agents

**4.5.6** Enlightened shall not be liable in respect of any defect which may occur in any legacy equipment to which the installation may be connected; or where as a consequence of connecting legacy equipment Enlightened installation is compromised.

**4.5.7** Enlightened shall not be liable for any loss or damage, direct or indeed for any extra work entailed due to the installation being put into operation by the Client at his request, before it is handed over.

**4.5.8** This warranty is given on the understanding that maintenance of the Installation has been carried out in accordance with the instructions issued by us and that any fault is reported promptly.

**4.5.9** Faults in Equipment supplied are subject to manufacturer's Return to Base warranty. Enlightened are not responsible for cost of removal, collection or return of equipment removed for repair or replacement under manufacturer Warranty..

## 4.6 Erection and/or Installation.

**4.6.1** The buyer shall ensure that a clear and suitable site is available and ready for the installation of equipment and that the site is readily accessible to normal transport. Except where otherwise specified, Enlightened does not supply labour or materials for any bedding work, foundation or structural alteration.

**4.6.2** The Client is responsible for ensuring the structural suitability and structural integrity of the premises wherein contracted installation is to be undertaken. Enlightened recommends in all cases that the services of an independent structural engineer be employed at the Clients expense.

## 4.7 Indemnity.

**4.7.1** The Client shall comply with all instructions of Enlightened in relation to the use of the goods, and notwithstanding such compliance the Client shall keep Enlightened Indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature including, without prejudice to the generality of the foregoing claims for death. personal injury, damage to property and consequential loss (including loss of profit) which may be made against Enlightened or which Enlightened may sustain, pay or incur arising out of or in connection with the manufacture, Sale or use of the Goods.

# SALES & INSTALLATION

## 4.8 Lien.

**4.8.1** Notwithstanding the statutory rights of lien Enlightened may have in respect of the Goods, Enlightened shall have a specific lien over the Goods until the price for the Goods has been paid.

## 4.9 Passing of Property.

**4.9.1** The property in the goods that remain in Enlightened until full payment has been made by the Client and received by Enlightened of all moneys due and payable by the Client to Enlightened under this or any other contract (hereinafter called 'The Total Indebtedness').

**4.9.2** Until the title in the Goods has passed to the Client. The Client shall be the fiduciary owner of the Goods for Enlightened and until that time.

**4.9.2.1** Enlightened may at any time require the Goods to be returned to it and if this requirement is not immediately complied with, may retake possession of the Goods and shall have the right and power to sell the Goods without prejudice to such other rights as Enlightened may have and may enter any premises of the Client for such purpose and sever the goods from anything they are attached to without being responsible for any damaged caused, and such return or retaking of possession shall be without prejudice to the obligation of the Client to purchase the Goods: and

**4.9.2.2** Where the Goods have been delivered to the Client but not installed by Enlightened the Client shall store the Goods in such a manner as to make it clear to any third party that the Goods are the property of Enlightened and not the Client.

## 4.10 Goods Ordered - Carriage and Risk.

**4.10.1** Risk in the Goods shall pass to the Client from the first delivery of the goods to the Client or to some other person or persons at the direction of the Client, notwithstanding any subsequent return or retaking of possession by Enlightened. Whilst the Goods are in the possession of the Client and before title has passed to the Client, the Client shall keep the Goods in the same condition as that in which they were delivered and make good any damage or deterioration that occurs,

**4.10.2** Where the Goods are delivered by carrier claims for shortages or damage in transit (however arising) will not be considered by Enlightened unless both Enlightened and the Carrier are advised by the Client in writing of any claims within three days of delivery and both Enlightened and the Carrier receive from the Client a detailed claim in writing within seven days of delivery,

**4.10.3** Where the Goods are dispatched by carrier claims for non delivery (however arising) will not be considered by Enlightened unless both Enlightened and the Carrier are advised by the Client in writing within 7 days of the dispatch date and both the Carrier and Enlightened receive a detailed claim in writing from the Client within 14 days of the dispatch date.

## 4.11 Acceptance of Design Quotation.

**4.11.1** Acceptance of the Design Quotation constitutes a Warranty and representations by the Client, that he has complied with every applicable statute order in Council regulations, or direction bylaws or other lawful requirements or instructions, whether of the Government or any other lawful Authority, and in particular has been lawfully obtained every necessary licence, Permit or Authority that may be required in connection with the work.

# INSPECTION & VENUE SERVICING

## 5. EQUIPMENT INSPECTION & VENUE SERVICING SPECIFIC TERMS & CONDITIONS

**5.1** Enlightened assumes the client understands the nature of the tests conducted on the equipment and the inspection and testing is carried out solely at the clients own risk.

**5.2** Any previous records of tests are to be made available, if possible, to Enlightened before testing begins.

**5.3** A competent or responsible person shall be provided by the client to meet our Enlightened test engineer, to advise on any site safety information needed and any potential hazards when working at the customer's premises and to also ensure the availability of equipment for testing.

**5.4** Enlightened accepts no liability for injury, loss or damage arising from equipment not made available or inaccessible during the agreed testing/inspection period. The client must ensure that any critical information or data has been protected or backed up prior to the start of the inspection and testing.

**5.6** Enlightened provides insurance cover for public liability. Enlightened or its operatives will accept no liability for the business interruption, consequential damages, loss of data or business information, losses to business related services or loss to business profits.

**5.7** Enlightened accepts no liability for injury, loss or damage for appliances that are found to be faulty before or after the inspection and testing.

### 5.8 PAT Testing

**5.8.1** All Portable Appliance Testing will be carried out in accordance with the Institute of Electrical Engineers (IEE) Code of Practice for In-Service and Inspection and Testing of Electrical Equipment 3rd Edition.

**5.8.2** The IEE's code of practice for In-Service Inspection and Testing of Electrical Equipment does not deal with the legislation relating to the supply of equipment whether new or second hand, to a third party by the way of sale or other method. Enlightened will not test any equipment which is intended for supply to a third party.

**5.8.3** All Portable Appliance Testing is carried out by competent persons.

**5.8.4** A successful or passed Portable Appliance Test is simply a statement that the device tested was considered safe at the time of testing.

**5.8.5** A portable appliance that has failed a PAT test will be marked with a label as unsafe to use.

### 5.9 Rigging Inspection

**5.9.1** The scope of Enlightened's rigging Inspections does not extend to the structural integrity of the fabric of the building

# INSPECTION & VENUE SERVICING

## 5.9 Rigging Inspection (CONTINUED)

**5.9.2** All rigging structure, truss, lifting equipment, rigging accessories and anchor point inspection will be carried out by competent Enlightened technicians and adhere to all Industry safe working practice guidelines including adherence to all LOLER (Safe use of lifting equipment 1998), PUWER (Safe use of work equipment 1998) British H&S executive legislation and BS 7906- 1&2 (Lifting equipment for performance, broadcast and similar applications), British Standards Institution: legislation.

## 5.10 Electrical Infrastructure Inspection

**5.10.1** All testing and inspection of installed electrical infrastructure is carried out by a competent Enlightened technician and adheres to all BS 7671 – Requirements for Electrical Installations (IET Wiring Regulations) Institution of Engineering and Technology, (Guidance note 3 Inspection and Testing) guidelines and additionally to all Industry safe working practice guidelines, including adherence to EAW (Electricity at Work), PUWER (Safe use of work equipment 1998) British H&S executive legislation, and BS 7594 Audio-frequency induction-loop systems (AFILS) British Standards Institution: legislation.

## 5.11 Inspection Reports - Limitation of Liability

**5.11.1** Any Inspection report is subject to those limitations and specific Safe Working Loads as specified by title of individual equipment, rigging points as indicated at the time of inspection. Any issued report indicates only the condition of equipment at the time of inspection and does not constitute a guarantee of future performance. Enlightened bear no liability for failure of any equipment after the date of inspection and particularly where such equipment has been subsequently, incorrectly used, maintained, replaced or in any way altered since the report was issued.

## 5.12 Memory or Programmable Equipment

**5.12.1** Equipment that loses programmed memory when disconnected from the mains electrical supply, will only be unplugged and tested by Enlightened with the express permission of the client, and it will be the responsibility of the client to arrange for the reprogramming of this equipment, if necessary.

## 5.13 Production Configured Equipment

**5.13.1** Whilst every reasonable endeavour is taken by Enlightened to leave equipment in the same configuration as found. Enlightened are not responsible for refocusing lamps; particularly where inspection requires derigging to be conducted. Should testing be required during a production it is the client's responsibility to ensure the relevant production member is available throughout testing to refocus and configure any equipment which shall be solely at the client's expense.

# INSPECTION & VENUE SERVICING

## 5.14 Site Disturbance or Debris

**5.14.1** Enlightened technicians take considerate site etiquette extremely seriously. Whilst every reasonable effort is made to leave the site as found, Enlightened technicians are not responsible for cleaning venues in the event where particulate debris such as dust, confetti, and historically in situ waste is dislodged from equipment and infrastructure during inspection.

## 5.15 Access of Equipment

**5.15.1** Equipment can only be tested if Enlightened have access to it. If the equipment is inaccessible, or Enlightened are not notified to bring or have provided access equipment or the equipment to be tested is for example behind heavy, awkward objects, then the equipment will not be tested. Enlightened reserve the right to determine whether access provision is suitable and safe.

**5.15.2** All rooms, venue, buildings must be unlocked to gain access in order to test appliances. Enlightened reserve the right to charge their non-productive hourly rate if our engineers have to wait for access to be established.

## 5.16 Test Results and Certification Reports

**5.16.1** The ownership of all Inspection documents or test results and certificates remains the property of Enlightened until all invoices are paid in full. Upon receipt of cleared payment the Inspection or test reports and certification will be passed to the client.

# GENERAL TERMS & CONDITIONS

## 6. ENLIGHTENED GENERAL TERMS & CONDITIONS

### 6.1 General

**6.1.1** If any section or clause of these terms and conditions is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the terms and conditions shall continue in full force and effect as if these terms and conditions had been agreed with the invalid, illegal or unenforceable section or clause removed.

**6.1.2** Although Enlightened shall use all reasonable endeavours to discharge its obligations under the agreement in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.

**6.1.3** No neglect or delay by Enlightened in respect of enforcing these terms and conditions of agreement shall prejudice the rights of Enlightened under this agreement, nor shall such neglect or delay constitute a waiver.

**6.1.4** The client shall not assign or otherwise transfer all or any part of a agreement.

**6.1.5** These terms and conditions supercede any terms and conditions imposed by the client, and unless otherwise agreed in writing in advance, shall apply with no variations or exceptions.

**6.1.6** These Conditions apply to the Agreement 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.

### 6.2 Cancellation and Termination

**6.2.1 (Production Specific)**, cancellation terms see clause 3.7

**6.2.2 (Hire Specific)** The client may cancel the hire agreement subject to charges itemised in clause 2.8 of this document.

#### **6.2.3 (Sales, Installation & Service Specific).**

**6.2.3.1** The Client may serve notice, in writing, of cancellation of the agreement in advance of the contract agreement period commencing.

**6.2.3.2** The client accepts all liability for travel, accommodation, labour and any other miscellaneous costs incurred to fulfil the agreement in advance of the agreement period commencing in the event of a cancellation.

**6.2.3.3** Enlightened reserves the right to terminate an agreement without prejudice under the following circumstances.

**6.2.3.3.1** The client fails to pay any balances by their respective due dates pursuant to the agreement.

**6.2.3.3.2** The client does not comply with any provision of this agreement, and shall not remedy the same within 14 days of notification of failure to comply with this agreement by Enlightened.

**6.2.3.3.3** The financial status or standing of the client changes or degrades resulting in a loss of confidence to meet Client's obligations under these terms and conditions..

**6.2.3.4** In no circumstances (other than those specified in condition 4.4.2, shall the Client cancel this agreement without Enlightened's written permission if such permission is given or if the agreement is terminated pursuant to the provisions of Condition 4.4.2 the Client will indemnify Enlightened against all losses (including loss of profit) suffered by Enlightened arising out of such cancellation.

# GENERAL TERMS & CONDITIONS

## 6.3 Consequences of termination

**6.3.1** On termination or expiry of this Agreement:

**6.3.1.1** (a) the Client shall immediately pay to Enlightened all of Enlightened's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Enlightened may submit an invoice, which shall be payable immediately on receipt;

**6.3.1.2** (b) the Client shall return all of Enlightened's Equipment, Pre-existing Materials and Deliverables. If the Client fails to do so, then Enlightened may enter the Client's premises and take possession of them. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping;

**6.3.1.3** (c) the following clauses shall continue in force: clause 3.5 (Intellectual property rights), clause 3.9 (Confidentiality and Enlightened's property), clause 6.5 (Limitation of liability), this clause 6.3, clause 6.20 (Notices), clause 6.18 (Governing law) and clause 6.19 (Jurisdiction). Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

## 6.4 General Payment Terms

**6.4.1** Clients shall pay in full the balance as stated on an invoice issued by Enlightened, within the terms specified. Unless otherwise stated in writing, and in any event this will be not exceeding thirty (30) days after the invoice date.

**6.4.2** Any matters of credit or errors should be raised by the Client within 72 hours of receipt of an invoice.

**6.4.3** Enlightened reserves the right to charge the client interest on overdue balances that are not paid at a rate of 5 percentage points per month cumulatively, above the Bank of England base interest rate; under the 'Late Payment of commercial debts (Interest) Act 1998

**6.4.4** In consideration of the provision of the Services by Enlightened, the Client shall pay the Price and any other charges in accordance with the agreement.

**6.4.5** Where Agreement specifies payment in Installments the Client shall pay the Price to Enlightened (without deduction or set-off), as set out in the Client's Quotation. At the end of a period specified in the Agreement in respect of which an instalment is due, Enlightened shall invoice the Client for the charges that are then payable, together with expenses, the costs of materials and VAT.

**6.4.6** Any fixed price contained in the Client's Quotation may exclude:

the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Enlightened engages in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by Enlightened for the supply of the Services. Such expenses, materials and third party services shall be approved by the Client and invoiced by Enlightened;

**6.4.7** Any licence fees for the use of material including Third Party Rights (unless the parties agree otherwise); and

**6.4.8** VAT, which Enlightened shall add to its invoices at the current HMRC rate.

# GENERAL TERMS & CONDITIONS

## 6.5 Limitation of liability

THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

**6.5.1** Nothing in this Agreement limits or excludes Enlightened's liability for:

**6.5.1.1** death or personal injury caused by its negligence;

**6.5.1.2** fraud or fraudulent misrepresentation; or

**6.5.1.3** 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.

**6.5.2** A proven case of gross negligence excepted, Enlightened 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 this Agreement for:

**6.5.2.1** loss of profits;

**6.5.2.2** loss of sales or business;

**6.5.2.3** loss of agreements or contracts;

**6.5.2.4** loss of anticipated savings;

**6.5.2.5** loss of or damage to goodwill;

**6.5.2.6** loss of use or corruption of software, data or information; or

**6.5.2.7** any indirect or consequential loss.

**6.5.3** Without prejudice to the generality of best endeavours, Enlightened shall not be liable for any loss to the Client whatsoever and howsoever arising from the failure of:

**6.5.3.1** any Enlightened Equipment, Client's Equipment or any equipment provided by a third party including but not limited to the Venue;

**6.5.3.2** radio frequency equipment caused by a substandard electrical supply or any interference to microphones, computers, sound systems, projection units, etc.;

**6.5.3.3** any unexpected failure of any light source;

**6.5.3.4** poor quality reproduction of material supplied by the Client or its agent or a third party, which is not at the standard required or specified for the project;

**6.5.3.5** the quality or performance of any presenters, actors, entertainers or any person subcontracted by Enlightened; or the Venue to provide its services or from the quality or performance of the Venue.

**6.5.4** Subject to clauses 6.5.1.2 to 6.5.1.3, Enlightened's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the equivalent of the total charges paid by the Client as set out in the Client's Quotation.

**6.5.5** The terms implied by sections 3 to 5 of the Supply of Goods and Services Act are, to the fullest extent permitted by law, excluded from this Agreement.



# GENERAL TERMS & CONDITIONS

## 6.6 Force majeure

**6.6.1** In this Agreement, “Force Majeure Event” means any circumstance not within a party's reasonable control including, without limitation:

**6.6.1.1** acts of God, flood, drought, earthquake or other natural disaster;

**6.6.1.2** epidemic or pandemic;

**6.6.1.3** terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

**6.6.1.4** nuclear, chemical or biological contamination or sonic boom;

**6.6.1.5** any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

**6.6.1.6** collapse of buildings, fire, explosion or accident;

**6.6.1.7** any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);

**6.6.1.8** non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and

**6.6.1.9** interruption or failure of utility service.

**6.6.2** Provided it has complied with clause 6.11.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (“Affected Party”), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

**6.6.3** The Affected Party shall:

**6.6.3.1** as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and

**6.6.3.2** use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

**6.6.4** If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than two weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving two weeks' written notice to the Affected Party.

**6.6.5** If the Force Majeure Event prevails for a continuous period of more than two months, either party may terminate this Agreement by giving 14 days' written notice to all the other party. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

# GENERAL TERMS & CONDITIONS

## 6.7 Variation

**6.7.1** Subject to clause 3.6, no variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## 6.8 Waiver

**6.8.1** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 6.9 Rights and remedies

**6.9.1** Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## 6.10 Severance

**6.10.1** If any provision or part-provision of this Agreement 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 this Agreement.

**6.10.2** If one party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 6.11 Entire Agreement

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

**6.11.2** 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 Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

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

## 6.12 Conflict

**6.12.1** If there is an inconsistency between any of the provisions of this Agreement and the provisions of the Brief, the provisions of this Agreement shall prevail.

# GENERAL TERMS & CONDITIONS

## 6.13 Assignment and other dealings

**6.13.1** This Agreement is personal to the Client and the Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

**6.13.2** Enlightened may at any time subcontract, assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement, provided that Enlightened gives prior written notice of such dealing to the Client.

## 6.14 No partnership or agency

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

**6.14.2** Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## 6.15 Third party rights

**6.15.1** No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

## 6.16 Data Protection & Privacy

**6.16.1** Enlightened's Data Privacy and Storage Policy abides by all GDPR Regulations and our Privacy Policy can be found published on our site. Enlightened is registered with the Information Commissioner's Office. Registration reference: ZA336232.

## 6.17 Anti Bribery

**6.17.1** The Company is committed to conducting business in a fair, honest and open way and are committed to preventing bribery by those employed or associated with it. Our Anti Bribery Policy outlines the Company's policy on preventing and prohibiting bribery, in accordance with the Bribery Act 2010 and can be viewed on request.

## 6.18 Governing law

**6.18.1** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with UK law.

## 6.19 Jurisdiction

**6.19.1** Each party irrevocably agrees that the United Kingdom courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

# GENERAL TERMS & CONDITIONS

## 6.20 Notices

**6.20.1** Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

**6.20.1.1** Delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

**6.20.1.2** Sent by written electronic communication and acknowledged as being received.

**6.20.2** Any notice shall be deemed to have been received:

**6.20.2.1** If delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

**6.20.2.2** If sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or

**6.20.2.3** If acknowledged in writing by electronic communication recipient.

**6.20.3** This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

*These terms and conditions are effective as of 10th July 2018 and supersede any previous terms and conditions.*

 **END** 

# APPENDIX 1

## APPENDIX 1: HIRE SCHEDULE OF CHARGES

Pursuant to the Terms and Conditions as agreed to by the client, the client accepts full liability for any of the following charges.

### **Cancellation**

Pursuant to clause 2.8. of the Terms and Conditions, the client agrees to communicate the cancellation of a hire agreement in good time. Enlightened reserves the right to charge without prejudice a percentage of the hire agreement value if notice of cancellation is not received in good time.

### **Missed Deliveries and Collections**

Pursuant to clause 2.6.9 of the Terms and Conditions, any missed deliveries and collections made by Enlightened or third party couriers shall be charged to the client at the full quoted value. If the client requires that Enlightened or a third party courier attempt a subsequent delivery or collection, this shall be charged to the client as an additional delivery or collection at the same quoted price.

### **Out of hours and Time Sensitive Deliveries and Collections**

Pursuant to clauses 2.6.5 and 2.6.8 of the Terms and Conditions the client may request that Enlightened or a third party courier undertake a delivery or collection at a specific time within normal delivery hours. Enlightened reserves the right to levy a £20 surcharge, exclusive of VAT for this service without prejudice.

Pursuant to clause 2.6.8 of the Terms and Conditions the client may request that Enlightened or a third party courier undertake a delivery or collection outside of delivery hours specified in this clause. Any deliveries shall be subject to a £50 minimum surcharge, plus £1.30 per mile of travel, exclusive of VAT between Enlightened and the delivery or collection address.

Pursuant to clauses 2.6.5 and 2.6.8 of the Terms and Conditions, Enlightened will make all efforts to deliver or collect at the agreed time, however pursuant to clause 2.6.6, Enlightened shall not accept responsibility for any failure or delay caused by circumstances beyond its control.

# APPENDIX 1 (CONTINUED)

## Damaged Equipment

Pursuant to clause 2.7.6 of the Terms and Conditions, Enlightened reserves the right without prejudice to levy charges for repair work undertaken to restore hired equipment returned damaged by the client to a hireable condition, fair wear and tear notwithstanding. A representative list of charges is itemised below. All prices exclusive of VAT, this list is not exhaustive.

Cable cleaning (per cable)	£3.00
Cable re-coiling (per cable)	£1.00
Warehouse labour to repair cable (per cable)	£10.00
Warehouse labour to clean an item returned dirty (per hour)	£25.00
Technician labour to repair an item returned damaged (per hour)	£75.00



**Enlightened**

LIGHTING | AUDIO | STAGING | VIDEO

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