

TERMS AND CONDITIONS OF BUSINESS

Event production, trailer stage hire, equipment hire, technical services, installation, transport and related supply

Heath Technologies Limited (the "Company") is a private company limited by shares registered in England and Wales under company number 17099418. Registered office: Suite 3 Quantum House, Skyline Court, Third Avenue, Centrum 100, Burton On Trent, Staffordshire, United Kingdom, DE14 2BZ. Email: contact@heathtech.uk. Telephone: 07517 106994. Website: www.heathtech.uk. These Terms are effective from 25 September 2026 and apply to all quotations, bookings, hires, sales and services unless expressly varied in writing by a Director of the Company.

1. DEFINITIONS, INTERPRETATION AND BASIS OF CONTRACT

- 1.1 "Client", "Customer" or "Hirer" means the person, firm, company, public authority, charity, partnership or other body named in the quotation, order confirmation or invoice and includes any person acting with actual or apparent authority on its behalf.
- 1.2 "Business Client" means a Client acting for purposes wholly or mainly relating to its trade, business, craft or profession. "Consumer" means an individual acting for purposes wholly or mainly outside their trade, business, craft or profession.
- 1.3 "Equipment" means all goods, stages, trailer stages, structures, truss, rigging, lighting, video, audio, power distribution, generators, cabling, control equipment, accessories, cases, vehicles, tools, barriers, furniture, consumables and other items supplied, hired, sold or made available by or through the Company.
- 1.4 "Services" means all production, technical, design, planning, management, installation, operation, programming, crewing, transport, towing, delivery, setup, dismantling, collection, engineering, support, consultancy and other services stated in the Contract.
- 1.5 "Dry Hire" means Equipment supplied without continuous attendance, operation or supervision by Company personnel after handover. "Managed Hire" means Equipment supplied with Company personnel for all or part of the hire or event.
- 1.6 "Contract" means the agreement between the Company and the Client comprising the quotation or order confirmation, any agreed technical schedule or special conditions, these Terms and any document expressly incorporated by reference. In the event of conflict, any special condition expressly stated in the quotation takes priority, followed by the quotation/order confirmation, then these Terms.
- 1.7 A quotation is an invitation to treat and is subject to availability. Unless stated otherwise, quotations remain open for acceptance for 30 days. The Company is not bound until it accepts the booking in writing, receives any required booking payment, issues an order confirmation, or starts performance in reliance on the Client's clear instruction to proceed.
- 1.8 Acceptance may be evidenced by signature, email, purchase order, electronic approval, instruction to proceed, collection or acceptance of delivery. Payment by or on behalf of the Client of any booking deposit, booking fee, reservation payment or other part-payment requested to secure the booking constitutes acceptance of the relevant quotation or order confirmation and these Terms and Conditions, whether or not the signature section at the end of these Terms has been completed or returned. The person placing the order or making or authorising the payment warrants that they are authorised to bind the Client.
- 1.9 Any terms contained in a Client purchase order, procurement portal or other standard document are rejected and do not amend the Contract unless expressly accepted in writing by a Director of the Company.
- 1.10 Headings are for convenience only. References to legislation include amendments and replacements. Words in the singular include the plural and vice versa where the context permits.

2. QUOTATIONS, SCOPE, ORDERS AND VARIATIONS

- 2.1 The price and scope are based on the dates, timings, site conditions, access, equipment list, staffing, drawings, information and assumptions stated or reasonably understood when the quotation is issued. The Client must promptly disclose any matter that could materially affect performance, safety, transport or cost.
- 2.2 The Client must provide accurate event dates, site address, access route, loading arrangements, site plan, stage position, ground conditions, opening times, curfew, audience numbers where relevant, supplier schedule, artist/technical riders, power information, security procedures and any venue or local-authority restrictions reasonably required by the Company.
- 2.3 Changes requested by the Client after confirmation are subject to availability and may result in revised charges. Additional labour, preparation, programming, transport, mileage, parking, tolls, accommodation, subsistence, waiting time, overtime, plant, lifting equipment, consumables, replacement materials and third-party costs may be charged where reasonably incurred.
- 2.4 Any deletion of Equipment, Services, dates or booked resources after confirmation may be treated as a cancellation of that element and the cancellation provisions in clause 5 may apply.
- 2.5 The Company may make a reasonable substitution of Equipment, personnel, vehicle or supplier where necessary because of availability, breakdown, damage, safety, logistics or other operational reasons, provided the substitute is reasonably suitable for the intended function.
- 2.6 Illustrations, photographs, website descriptions, guide prices, dimensions and specifications are indicative unless expressly incorporated into the Contract. Where a particular dimension, weight, model, performance characteristic, colour, appearance or brand is essential, the Client must identify that requirement before confirmation.
- 2.7 The Company may subcontract any part of the Services or obtain Equipment from third-party suppliers. The Company may communicate reasonable supplier restrictions to the Client and the Client shall comply with them.
- 2.8 A purchase order is an administrative requirement only unless expressly agreed otherwise. Failure by the Client to provide a purchase order after authorising the work does not postpone or extinguish the Client's obligation to pay.

3. PRICES, VAT, DEPOSITS, INVOICING AND PAYMENT

- 3.1 Unless expressly stated otherwise, all prices are exclusive of VAT, which will be charged at the prevailing rate. Prices do not include items, labour, transport or third-party costs not expressly included in the confirmed quotation.
- 3.2 The booking deposit or booking payment is the amount stated in the quotation. Unless a different amount is stated, the standard booking deposit is 20% of the total Contract value. A booking date or Equipment allocation is not guaranteed until any required deposit has cleared. Receipt by the Company of the deposit or other booking payment constitutes the Client's acceptance of the Contract, including these Terms and Conditions, without the need for a separate signed acceptance, subject to any mandatory rights that cannot lawfully be excluded.
- 3.3 Unless the quotation states a different payment schedule, the remaining balance is due 14 calendar days before the first scheduled delivery, load-in, collection or event date, whichever is earliest. Where approved credit terms have been granted in writing, invoices are payable on those terms.
- 3.4 All sums must be paid in cleared funds without deduction, withholding, counterclaim or set-off by a Business Client except where required by law. The Company may suspend preparation, delivery, setup, operation or collection if any amount due is unpaid.
- 3.5 For Business Clients, overdue qualifying debts may carry statutory interest, fixed compensation and reasonable recovery costs under the Late Payment of Commercial Debts legislation. The Company may also recover reasonable legal and collection costs where permitted by law.
- 3.6 The Client must notify the Company of any genuine invoice dispute promptly and in any event within 7 days of receipt, identifying the amount disputed and reasons. Undisputed amounts remain payable on time.
- 3.7 The Company may require a damage/security deposit, card pre-authorisation, proof of identity, proof of address, evidence of insurance or other reasonable security before Equipment is released. Such requirements do not limit the Client's liability for loss or damage.
- 3.8 Where fuel, power generation or consumables are supplied on an estimated basis, the final invoice may be adjusted to reflect actual consumption, replenishment and reasonable handling costs.

4. BOOKING DEPOSIT AND DATE RESERVATION

- 4.1 The booking deposit reserves equipment, vehicles, personnel, preparation time and production capacity for the Client. Unless the Company cancels for a reason for which it is responsible, the booking deposit is non-refundable to the extent permitted by law.
- 4.2 Where the Company agrees in writing to transfer a booking to another date, any deposit or other sum transferred remains subject to the revised booking, availability, revised pricing and non-recoverable costs already incurred.
- 4.3 A postponement requested by the Client is treated as a cancellation of the original date unless the Company expressly confirms a transfer in writing. The Company is not obliged to hold a replacement date without confirmation and any additional booking payment requested.

5. CLIENT CANCELLATION

- 5.1 Cancellation must be given in writing by an authorised representative of the Client. The effective cancellation date is when the Company receives clear written notice.
- 5.2 For Business Clients, unless a different cancellation schedule is stated in the quotation, cancellation charges are calculated by reference to the due date for the final balance invoice stated in the quotation, invoice or order confirmation (the "Cancellation Reference Date"). If no final balance due date has been stated, the first scheduled delivery, load-in, collection or event date shall be the Cancellation Reference Date. The charges are: (a) cancellation more than 3 calendar months before the Cancellation Reference Date: the booking deposit is retained and no further cancellation charge applies; (b) cancellation 3 calendar months or less, but more than 1 calendar month, before the Cancellation Reference Date: 50% of the total confirmed Contract value is due; and (c) cancellation 1 calendar month or less before the Cancellation Reference Date: 100% of the total confirmed Contract value is due.
- 5.3 If cancellation occurs after mobilisation, event-specific preparation, loading or dispatch has materially commenced, the Client shall also pay any reasonable additional non-recoverable cost incurred after the applicable cancellation amount was calculated, but the Company shall not recover the same loss twice. Any sums already paid are credited against the amount due.
- 5.4 The cancellation charge is intended to reflect reservation of capacity, preparation, administrative and production time, loss of opportunity, committed labour and third-party costs. The Company will not recover the same loss twice and will give credit for material costs actually avoided or sums reasonably recovered through rebooking where the law requires or where the Company elects to do so.
- 5.5 Non-refundable or non-cancellable third-party commitments specifically incurred for the Client may also be charged to the extent they are not already included in the cancellation amount and are reasonably evidenced.
- 5.6 For a Consumer, any cancellation charge, retention of a deposit or demand for further payment applies only to the extent permitted by applicable consumer law and shall be reduced where required to reflect losses reasonably avoided or mitigated.
- 5.7 Where a Consumer has a statutory right to cancel a distance or off-premises contract, that statutory right takes priority. If the Consumer has expressly requested performance to begin during the statutory cancellation period, the Company may charge for Services properly supplied up to cancellation to the extent permitted by law.

6. HIRE PERIOD, DELIVERY, COLLECTION, ACCESS AND TRANSPORT

- 6.1 The hire period starts when Equipment leaves the Company's custody for delivery or is collected by the Client or its agent, unless the quotation states another start time, and ends only when all Equipment has been returned to and accepted by the Company or collected by the Company.
- 6.2 Delivery, arrival, setup, dismantling and collection times are estimates unless expressly stated to be guaranteed. The Client shall allow sufficient access time and shall not schedule the event so tightly that minor transport or site delays create an unreasonable risk to safe working.
- 6.3 The Client must provide a lawful, suitable and unobstructed route for vehicles and Equipment, including adequate width, height, turning space, gradients, loading areas, ground bearing capacity and any permits, passes, escorts, parking suspensions, road closures or traffic management required.
- 6.4 Where access is delayed, obstructed or refused because of the Client, venue, security, another supplier, unsuitable ground, incorrectly parked vehicles, locked gates, missing permits or other matters outside the Company's control, the Company may charge reasonable waiting, aborted-visit, labour, transport, plant, accommodation and rescheduling costs.
- 6.5 The Company will use reasonable endeavours to meet agreed timings but is not responsible for delay caused by events outside its reasonable control, including serious road traffic collisions, emergency-service incidents, sudden road closures, abnormal or exceptional congestion, severe weather, ferry or rail disruption, vehicle failure despite reasonable maintenance, or other transport interruption.
- 6.6 If such transport disruption occurs the Company will, where reasonably practicable, consider alternative routes, substitute vehicles, revised timings, substitute personnel or Equipment and other reasonable measures to preserve the booking. The Client shall cooperate with reasonable operational changes.
- 6.7 If circumstances outside the Company's reasonable control prevent all or part of the delivery or Services, there is no automatic entitlement to a full refund. Any refund, credit or balance due will take account of work already performed, mobilisation, committed labour and third-party costs, costs that cannot reasonably be recovered or avoided, and savings actually made by the Company, subject always to mandatory Consumer rights.
- 6.8 Late return or failure to make Equipment available for agreed collection may be charged at the applicable daily hire rate together with reasonable additional collection, labour and consequential availability costs until the Equipment is actually recovered.
- 6.9 Where the Client uses its own carrier or courier, risk in the Equipment passes in accordance with clause 10 when the Equipment is handed to that carrier unless the Company has expressly agreed to arrange and accept responsibility for that carriage.

7. WEATHER, WIND, STORMS AND SAFETY-CRITICAL SUSPENSION

- 7.1 Safety has priority over the event programme, commercial considerations and Client instructions. The Company and its competent personnel may delay, suspend, alter, lower, secure, isolate, partially dismantle, stop operating, refuse use of or remove any Equipment or temporary structure where they reasonably consider that continuing would be unsafe or contrary to manufacturer, engineering, legal, venue or site requirements.
- 7.2 This right includes circumstances involving actual or forecast high winds or gusts, lightning, thunderstorm activity, flooding, waterlogging, snow, ice, extreme heat, poor visibility, unstable or unsuitable ground, unsafe access, fire risk, electrical risk, crowd pressure, structural concern or any other condition that materially affects safety.
- 7.3 For trailer stages, roofs, truss, video walls, PA wings, banners and other wind-sensitive structures, limits and actions will be determined by the applicable manufacturer or engineering documentation, site-specific risk assessment and method statement, configuration, attachments, location and the judgement of the Company's competent person. The Client shall not require the Company to exceed those limits.
- 7.4 The Company may require walls, scrim, branding, banners, video surfaces, flown equipment, PA or other attachments to be removed, lowered or reconfigured, and may require evacuation or exclusion of a work area, stage or structure. The Client shall ensure that artists, contractors, security and event staff comply immediately with such instructions.
- 7.5 Where Equipment or a stage has been handed over without continuous Company attendance, the Client must nominate a competent responsible person, monitor weather and site conditions, comply with all handover instructions and operating limits and contact the Company promptly if conditions approach any stated threshold. If the Company specifies that an item may only be used under Company supervision, the Client must not operate it in the Company's absence.
- 7.6 Unless expressly contracted otherwise, the Client retains responsibility for the overall event adverse-weather plan, audience communication, crowd evacuation, emergency liaison, shelter, cancellation of performances and decisions affecting areas, suppliers or activities outside the Company's scope.
- 7.7 A weather or safety suspension, curtailment, alteration or postponement does not automatically entitle the Client to a full refund. Charges remain payable for Services performed, reserved resources, mobilisation, preparation, labour and third-party commitments that cannot reasonably be avoided. Where practical the Company will work with the Client on revised timings, an alternative configuration or a replacement date.
- 7.8 The Company is not liable for loss arising from a reasonable safety decision taken in good faith in accordance with available information, risk assessment, manufacturer guidance or competent professional judgement, except to the extent liability cannot lawfully be excluded.

8. CLIENT SITE, EVENT AND VENUE RESPONSIBILITIES

- 8.1** The Client shall provide a safe place of work and a competent event/site representative with authority to make decisions throughout the relevant delivery, build, rehearsal, show, dismantling and collection periods.
- 8.2** Unless expressly included in the quotation, the Client is responsible for venue permission, landowner consent, premises licences, Temporary Event Notices, local-authority requirements, noise controls, planning or highways permissions, crowd management, stewarding, event security, first aid/medical provision, fire and emergency planning, sanitation, public barriers, traffic management and event-wide insurance.
- 8.3** The Client shall ensure that the stage, control, power and equipment areas are protected from unauthorised access and that suitable event security is provided where reasonably necessary. Where Equipment remains on site while no Company personnel are present, security and supervision are the Client's responsibility.
- 8.4** The Client shall keep emergency routes, fire points, access lanes, stage approaches, loading areas and working zones clear. Vehicles, marquees, fencing, stalls, decorations, temporary structures and other supplier equipment must not obstruct agreed access or impose loads on Company Equipment without approval.
- 8.5** The Client is responsible for the acts and omissions of its employees, agents, volunteers, performers, guests, attendees, venue and other contractors to the extent those acts or omissions affect the Equipment, Company personnel or performance of the Contract.
- 8.6** The Client must provide all known information about underground services, overhead lines, buried obstructions, drainage, slopes, soft ground, cellars, weak surfaces or other hazards at the proposed work location. The Company may refuse or alter installation where the site is unsuitable.
- 8.7** The Client shall not attach decorations, banners, flags, scenic items, lighting, screens, loudspeakers or other loads to a Company stage, trailer, roof, truss or structure without prior approval.
- 8.8** Unless expressly included, the Company is not responsible for artist attendance, promoter obligations, ticketing, audience turnout, programme changes, performance quality, artist riders supplied late, acts of other contractors or failures of venue infrastructure.

9. DRY HIRE, CUSTODY, AUTHORISED USE AND SECURITY

- 9.1** For Dry Hire, the Client's responsibility for the Equipment begins when it is collected by the Client or its agent or handed over/delivered by the Company and continues until the Company has physically received and accepted the Equipment back.
- 9.2** The Client must nominate a responsible person for the Equipment and ensure that all users are competent, properly instructed and authorised. The Equipment shall be used only for its intended purpose, in accordance with manufacturer instructions, Company handover information and applicable law.
- 9.3** The Client shall not sell, pledge, charge, sub-hire, lend, dispose of, part with possession of, move to another site, export, materially alter, dismantle, open, rewire, repair or modify Equipment without the Company's prior written consent.
- 9.4** The Client shall take all reasonable precautions against theft, vandalism, tampering, accidental damage, water ingress, dust, mud, smoke, excessive heat, cold, moisture, unauthorised use and exposure to unsuitable weather.
- 9.5** Where Equipment is left unattended or overnight, the Client shall provide appropriate secure storage, barriers, locks, CCTV, guards or other security proportionate to the value and location. The Company may specify minimum security requirements as a condition of hire.
- 9.6** The Client must notify the Company immediately of any loss, theft, damage, accident, breakdown, safety concern or material deterioration. No repair or alteration may be attempted without approval.
- 9.7** Equipment must be returned complete, clean and in substantially the same condition as supplied, fair wear and tear excepted. Cables shall be correctly coiled, accessories and fixings returned, and cases/packaging used appropriately. Reasonable cleaning, sorting, repair and replacement charges may be invoiced.
- 9.8** The Client shall inspect Equipment as soon as reasonably practicable on receipt and before use and shall promptly notify the Company of any apparent shortage, incorrect item or visible damage. Failure to report an apparent issue promptly may be taken into account when determining when the issue arose, but does not remove any statutory right or prevent notification of a latent fault that could not reasonably have been discovered earlier.

10. RISK, OWNERSHIP, INSURANCE AND LOSS OR DAMAGE

- 10.1** All hired Equipment remains the sole property of the Company or the relevant third-party owner at all times. The Client acquires no ownership, lien or security interest in hired Equipment.
- 10.2** Risk of loss, theft, destruction or damage passes to the Client at handover, delivery or collection as described in clause 9 and remains with the Client until physical return and acceptance, except to the extent loss or damage is caused by the Company's negligence while the Equipment is under the Company's control.
- 10.3** For Dry Hire and where otherwise requested, the Client shall maintain hired-in equipment insurance for the full new replacement value, together with adequate public liability and other event insurance appropriate to the booking. Evidence of cover must be provided on request and, where required, before Equipment is released.
- 10.4** The Client shall pay the reasonable cost of inspection, repair, cleaning or replacement of Equipment lost, stolen or damaged while at the Client's risk. Where replacement is necessary, the Company may charge the reasonable cost of obtaining a like-for-like or technically equivalent replacement, together with reasonable delivery, configuration and commissioning costs.
- 10.5** Where Equipment is unavailable for another confirmed booking because of loss or damage for which the Client is responsible, the Company may recover reasonable and evidenced loss of hire until repair or replacement, subject to the Company's duty to mitigate where applicable.
- 10.6** The Client shall report theft to the police without delay, obtain a crime reference number and cooperate with any insurance or recovery process. Insurance proceeds relating to the Company's Equipment shall be applied to the Company's loss to the extent lawfully due.
- 10.7** The Client shall not settle or compromise a claim concerning Company Equipment in a manner that prejudices the Company's ownership or recovery rights without the Company's consent.

11. ELECTRICAL EQUIPMENT, POWER, COMPATIBILITY AND TECHNICAL OPERATION

- 11.1** Electrical Equipment shall be used only with connectors, plugs, sockets, protective devices and distribution arrangements as supplied or approved. The Client shall not remove or replace a connector, fuse, protective device or cable termination without prior approval and suitable competence.
- 11.2** Where the Client or venue provides power, generators, distribution or earthing, the Client is responsible for ensuring that the supply is safe, correctly rated, suitably protected, properly earthed where required and compatible with the Equipment. The Company may refuse connection to any supply it reasonably considers unsafe or unsuitable.
- 11.3** The Client is responsible for damage caused by incorrect voltage, phase, frequency, polarity, earthing, connection, overloading, water ingress or misuse of a Client/venue-provided electrical supply, except to the extent caused by the Company's negligence.
- 11.4** The Client shall ensure compatibility of Dry Hire Equipment with third-party equipment and systems unless the Company has expressly agreed to design or approve the interface.
- 11.5** Equipment is checked and believed serviceable when dispatched or deployed. The Client shall report any fault immediately and give the Company a reasonable opportunity to diagnose, repair, replace or substitute the affected item.
- 11.6** A fault in one item does not entitle the Client to reject unaffected Equipment or Services. Where a materially defective item cannot reasonably be repaired or replaced, the Company's remedy will be determined under the Contract and applicable law.
- 11.7** The Company is not responsible for failures caused by Client or venue networks, internet services, radio interference, third-party equipment, artist equipment, corrupted or incompatible content, external utilities or another supplier except where responsibility for that interface was expressly included in the Company's scope and the Company failed to use reasonable care and skill.
- 11.8** Any radio microphone, intercom or other UHF/RF system requiring an Ofcom licence must be lawfully licensed by the Client unless the quotation expressly states that the Company is providing the required licence or frequency coordination.

12. TEMPORARY STRUCTURES, RIGGING AND CONTROLLED WORK AREAS

- 12.1 During erection, lowering, dismantling, lifting, rigging, loading, unloading or other safety-critical work, the senior Company representative may control the immediate work area and may require persons not involved in the task to leave or follow specified instructions.
- 12.2 The Client shall prevent performers, guests, members of the public and other contractors from entering controlled work areas or interfering with jacks, outriggers, winches, motors, ballast, anchors, structural connections, electrical distribution or other safety-critical equipment.
- 12.3 No load shall be added to a Company structure except as agreed. Any weight, wind area and fixing information requested for banners, scenic elements, screens, PA, lighting or other suspended or attached items must be accurate.
- 12.4 Where an engineering approval, ground assessment, ballast, additional plant, additional crew, revised configuration or other control is reasonably required because of site conditions or changed Client requirements, the Company may require it before work continues and reasonable additional cost shall be chargeable.
- 12.5 Each party remains responsible for its own statutory health and safety duties. Nothing in the Contract transfers or removes a duty imposed by law. The parties shall comply with applicable health and safety legislation and regulations, including where relevant the Health and Safety at Work etc. Act 1974, Management of Health and Safety at Work Regulations 1999, Electricity at Work Regulations 1989, PUWER, LOLER, Work at Height Regulations and CDM Regulations.

13. CREW, WORKING HOURS, WELFARE, MEALS AND ACCOMMODATION

- 13.1 Crew and labour are supplied for the hours and duties stated in the quotation. Additional hours, late changes, overnight working, extended waiting, extra show calls or extra build/de-rig work may be charged at the Company's applicable rates.
- 13.2 The Client shall provide reasonable welfare arrangements for Company personnel, including safe access, toilet facilities, drinking water and suitable rest breaks. Where crew are required on site through normal mealtimes, the Client shall provide suitable meals and refreshments or the Company may charge reasonable subsistence.
- 13.3 Where the schedule, distance or working-time considerations reasonably require overnight accommodation, the Client shall provide suitable accommodation or reimburse the Company's reasonable accommodation costs as agreed or stated in the quotation.
- 13.4 The Company may change personnel for operational reasons and may use suitably experienced employees, freelancers and subcontractors.
- 13.5 Company personnel may refuse or stop any instruction they reasonably consider unsafe, unlawful, outside agreed competence, likely to damage Equipment, or materially outside the confirmed scope.
- 13.6 The Client shall ensure Company personnel are not subjected to violence, threats, harassment or dangerous interference. The Company may withdraw personnel from a materially unsafe situation without liability for resulting interruption where the withdrawal is reasonable.

14. THIRD-PARTY SUPPLIERS, ARTISTS AND SUBCONTRACT SERVICES

- 14.1 Where the Company sources or coordinates third-party equipment, personnel, transport, artists or specialist services for the Client, the Company may act as principal or as an arranging intermediary as stated in the quotation.
- 14.2 The Client shall comply with reasonable third-party terms, riders, insurance conditions, operating restrictions and return requirements that are provided or made available before performance.
- 14.3 The Company is not responsible for the independent acts or omissions of an artist, venue or supplier engaged directly by the Client. Where a third party is subcontracted by the Company, the Company remains responsible for its own contractual obligations subject to these Terms.
- 14.4 If a third-party supplier changes or cancels because of circumstances outside the Company's reasonable control, the Company may provide a reasonable substitute or adjust the scope and shall account for any material cost difference fairly.

15. SALE OF GOODS, INSTALLATIONS, REPAIRS AND TITLE

- 15.1 For goods sold, risk passes on delivery or collection unless otherwise agreed. Title remains with the Company until all sums due for those goods have been paid in full. A Business Client shall keep unpaid goods identifiable and shall not create any security interest over them.
- 15.2 Where the Client is a Consumer, statutory rights relating to goods and services apply and are not excluded. For Business Clients, any warranty is limited to the manufacturer's warranty or any specific warranty expressly stated in the quotation, subject to rights that cannot lawfully be excluded.
- 15.3 Used equipment, ex-hire equipment, consumables, lamps, fuses, batteries and wear items may have different or no commercial warranty where clearly stated, but this does not remove mandatory rights that apply by law.
- 15.4 Where the Company performs repair, installation or commissioning work, the Client shall provide safe access and disclose relevant system information. The Company is not responsible for pre-existing defects, undocumented modifications or failures in third-party equipment outside the agreed scope.
- 15.5 The Company may retain removed or replaced parts only where agreed or where disposal is included in the scope. Any hazardous or specialist disposal may be charged where not included.

16. COPYRIGHT, CONTENT, LICENCES, SHOW FILES AND MEDIA

- 16.1 The Client is responsible for obtaining all licences, permissions and clearances required for music, recordings, films, graphics, trademarks, logos, photographs and other content that it asks the Company to play, show, transmit, reproduce or incorporate, including PRS/PPL or other applicable rights.
- 16.2 The Client warrants that content supplied to the Company may lawfully be used for the agreed purpose and shall be responsible for third-party claims arising from content supplied by the Client, except to the extent caused by the Company's unauthorised use.
- 16.3 Technical drawings, designs, programming, show files, patch files, control files, documentation, concepts and other original materials created by the Company remain the Company's intellectual property unless the quotation expressly transfers ownership. After payment in full, the Client may use agreed deliverables for the event or project for which they were supplied.
- 16.4 Unless the Client gives written notice before the event that photography is prohibited for contractual, safeguarding, confidentiality or venue reasons, the Company may take reasonable photographs or short video clips showing its own Equipment, crew and work for portfolio, website and marketing use, provided it does not intentionally publish confidential Client information.
- 16.5 Personal data is processed in accordance with applicable UK data-protection law and the Company's Privacy Policy. The Company may share necessary booking and contact information with personnel, venues, carriers and suppliers to perform the Contract.

17. FORCE MAJEURE AND CIRCUMSTANCES OUTSIDE REASONABLE CONTROL

- 17.1 Neither party is liable for delay or failure to perform to the extent caused by an event outside its reasonable control that could not reasonably have been prevented or overcome, including severe weather, flood, fire, lightning, major transport disruption, serious road accident or closure, act or restriction of government or public authority, civil disorder, terrorism, war, widespread utility or communications failure, epidemic/pandemic restriction, industrial action, or failure of a critical supplier caused by such an event.
- 17.2 The affected party shall notify the other as soon as reasonably practicable and use reasonable endeavours to reduce the effect of the event. The parties shall, where practical, discuss revised timings, substitute performance, rescheduling, alternative equipment or another workable solution.
- 17.3 If performance cannot reasonably proceed, the Client remains responsible for Services already provided and reasonable non-recoverable costs and commitments properly incurred for the booking. Any remaining prepayment shall be dealt with having regard to costs avoided, sums recovered and applicable law.
- 17.4 Ordinary foreseeable congestion, lack of funds, routine staff shortage or a failure caused by a party's own lack of reasonable maintenance or planning is not of itself a force-majeure event.

18. TERMINATION, REPOSSESSION AND RECOVERY

- 18.1** The Company may suspend or terminate the Contract immediately or on such notice as is reasonable if the Client materially breaches the Contract, fails to pay an amount due, creates a serious safety risk, misuses Equipment, fails to provide essential access or cooperation, becomes insolvent or the Company reasonably believes its Equipment is at material risk.
- 18.2** On termination, all amounts properly due for Services supplied, hire accrued, cancellation charges, damage, lost Equipment, non-recoverable commitments and other accrued liabilities become payable.
- 18.3** The Client shall immediately make Company Equipment available for safe collection. For Business Clients, to the extent permitted by law and after reasonable notice where practicable, the Client authorises the Company to enter premises controlled by the Client for the sole purpose of recovering Company Equipment where the Client has failed to return it.
- 18.4** Termination does not affect rights or liabilities that accrued before termination or provisions intended to continue, including payment, ownership, confidentiality, intellectual property, liability and governing law.

19. LIABILITY, EXCLUSIONS AND INDEMNITIES

- 19.1** Nothing in the Contract excludes or limits liability where it would be unlawful to do so, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any mandatory statutory right.
- 19.2** The Company shall perform Services with reasonable care and skill. Where the Company is responsible for a defect or failure, it shall where appropriate and reasonably possible repair, replace, re-perform or otherwise remedy the affected part.
- 19.3** For Business Clients only, subject to clause 19.1, the Company's total aggregate liability arising out of or in connection with the affected Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed 100% of the total charges paid or payable under that Contract, unless a higher limit is expressly agreed in writing.
- 19.4** For Business Clients only, subject to clause 19.1, the Company shall not be liable for indirect or consequential loss, loss of profit, revenue, business, contracts, anticipated savings, goodwill, ticket income, sponsorship income, artist fees, venue charges or reputational damage.
- 19.5** The Company is not liable for loss caused by the Client's breach, unsafe site, misuse, unauthorised alteration, inaccurate or late information, failure to follow instructions, inadequate security, unsuitable power, acts of the audience or performers, venue restrictions, or acts/omissions of contractors or suppliers outside the Company's responsibility.
- 19.6** Where the Client is responsible for damage, injury, claim, fine, cost or loss arising from the Client's breach, negligence, misuse of Equipment, unlawful content or failure to obtain required permissions, the Business Client shall indemnify the Company against reasonable third-party claims and costs to the extent caused by that matter, subject to applicable law.
- 19.7** No exclusion or limitation in these Terms affects a Consumer's rights under the Consumer Rights Act 2015 or other mandatory consumer law. If a term would be unfair or unenforceable against a Consumer, it shall apply only to the maximum extent permitted by law.
- 19.8** The Client is responsible for arranging insurance for losses that the Company has expressly excluded or limited, including event cancellation, adverse weather, artist cancellation, ticket revenue and consequential business losses.

20. CONFIDENTIALITY, PUBLICITY AND RECORDS

- 20.1** Each party shall keep confidential non-public technical, commercial and security information received from the other and shall use it only for the Contract, except where disclosure is required by law or reasonably necessary to employees, professional advisers, insurers or subcontractors who need to know it.
- 20.2** The Company may retain quotations, schedules, risk information, correspondence, delivery records, test information and other business records for legal, insurance, tax, operational and legitimate business purposes in accordance with its retention practices and applicable data-protection law.
- 20.3** The Company may identify the Client or event as part of a factual project list only where this is not prohibited by a confidentiality obligation or written restriction notified before publication.

21. GENERAL

- 21.1** The Contract constitutes the entire agreement concerning the booking and supersedes prior discussions relating to its subject matter, but nothing excludes liability for fraud or fraudulent misrepresentation.
- 21.2** No variation is binding unless agreed in writing by an authorised representative of the Company, except that reasonable on-site operational changes may be agreed by the senior Company representative and Client representative where necessary to deliver the event safely.
- 21.3** A failure or delay to enforce a right is not a waiver. A waiver on one occasion does not waive the same or another right on a later occasion.
- 21.4** If any provision is invalid, illegal or unenforceable, it shall be modified to the minimum extent necessary or severed and the remaining provisions shall continue in force.
- 21.5** No person who is not a party to the Contract has any right to enforce it under the Contracts (Rights of Third Parties) Act 1999 unless the Contract expressly states otherwise.
- 21.6** Notices and material instructions should be sent in writing by email or another agreed written method. The Company is not responsible for consequences of an oral instruction that is materially inaccurate, ambiguous or not confirmed when confirmation was reasonably requested.
- 21.7** For Business Clients, the Contract is governed by the law of England and Wales and the courts of England and Wales have exclusive jurisdiction. A Consumer retains any mandatory right to bring proceedings in another court where applicable law provides that right.
- 21.8** These Terms may be updated for future bookings. The version supplied, linked or otherwise made available when a booking is confirmed is the version that applies to that Contract.

ACCEPTANCE OF TERMS

The Client may sign below as written confirmation of acceptance. Payment of any booking deposit, booking fee, reservation payment or other part-payment requested to secure the booking also constitutes acceptance of the relevant quotation/order confirmation and these Terms and Conditions, even if this signature section is not completed or returned.

Name of signatory

Signature

Date

Issued for and on behalf of Heath Technologies Limited



Ashley Heath | Director and authorised signatory