

TERMS AND CONDITIONS

Interpretation and Definitions

1. In these Conditions:

- 1.1. **Contractor:** Production Resource Group UK.
- 1.2. **Client:** The individual or entity to whom the Goods and/or services are hired, sold, or provided.
- 1.3. **Contract:** Any agreement for the hire or sale of Goods or services by the Contractor to the Client. This includes the Contractor's quotations, specifications, drawings, and any referenced conditions. The Contract becomes effective once the order is placed by the Client, accepted by the Contractor, and, if necessary, a credit facility is granted.
- 1.4. **Goods:** The items specified in the Quotation for hire or sale.
- 1.5. **Quotation:** The Contractor's written or verbal offer, accepted by the Client either verbally or in writing.
- 1.6. **Statutory Requirement:** Any UK statute or derivative legislation, including regulations, directives, or decisions from any European Community institution.
- 1.7. **List Price:** The Contractor's current price list.
- 1.8. Any errors or omissions in any sales literature, Price List, invoice or statement issued by the Contractor may be corrected by the Contractor and any liability of the Client shall be adjusted accordingly.

2. Terms of Contract

- 2.1. In the event of a conflict between the Quotation and these Conditions, these Conditions shall prevail. However, we reserve the right to change or substitute any non-critical items such as cables and minor systems to an equal or greater specification than quoted.
- 2.2. Our quotes are based on all the information we have been given. PRG pricing may change as information changes. We reserve the right to review our pricing following confirmation and no later than 14 days before we ship.
- 2.3. In the event of a conflict between these Conditions and any subsequent contract, the subsequent contract shall prevail.

3. Terms of Payment

Payment is due as outlined on the Contractor's invoice. Any unpaid sum after the due date will make all hire charges immediately payable as a debt. Invoices will be issued regularly during the hire period.

4. Insurance and Responsibility for Lost/Stolen Goods

The Client agrees to pay the Contractor the full new List Price (or replacement cost for non-sale items) for any Goods lost, stolen, or damaged beyond repair. The Client must insure the Goods on this basis and hold any insurance settlements in trust for the Contractor.

5. Maintenance of Goods, Breakdown Procedures, and Accident Reporting

The Client must keep the Goods safe, serviceable, and clean. Any breakdown or unsatisfactory performance must be reported to the Contractor immediately by phone and confirmed in writing within 24 hours.

6. Removal of Goods

Goods must not be removed from the specified site(s) without the Contractor's written consent and must be returned to the original Contractor's branch unless otherwise agreed in writing.

7. Variation to Prices/Goods

The Quotation is valid for 14 days; thereafter, prices may increase. Any changes in quantities or requirements will incur additional charges.

8. Outstanding Accounts

The Contractor reserves the right to charge compound interest on overdue amounts at a daily rate equivalent to 1.5% per annum above the Bank of England base rate, without prejudice to the Contractor's right to terminate the hire for non-payment.

9. Termination

If the Client breaches the Contract or becomes insolvent, the Contractor may immediately repossess the Goods and recover any due monies and damages for repudiation.

10. Contractor's Rights

The Client cannot sublet or part with the Goods without the Contractor's written consent and remains responsible for all charges and damages.

11. Responsibility of Client

The Client is responsible for unloading/loading the Goods and their safety until the Contractor acknowledges receipt.

12. Title

Goods always remain the Contractor's property, regardless of compensation payments for loss or theft.

13. Value Added Tax (V.A.T.)

Prices are exclusive of V.A.T., which will be added as required by law.

14. Law

The Contract is governed by the law of England and Wales, and the Client consents to the jurisdiction of the courts of England and Wales.

15. Consequential Losses

The Contractor is not liable for any consequential loss to the Client, except as provided by law.

16. Contractor's Name Plates

The Client shall not remove or deface the Contractor's nameplates on the Goods.

17. Rights of Access

The Client authorizes the Contractor to enter premises to inspect, test, repair, replace, or repossess the Goods.

18. Rights Reserved

The Contractor's failure to enforce any condition does not waive their rights.

19. Separate Term Validity

The invalidity of any Condition does not affect the validity of the remaining Conditions.

20. Force Majeure

The Contractor is not responsible for delays caused by circumstances beyond its control, including Acts of God, war, terrorism, strikes, and supply chain issues.

21. Our Obligations

- 21.1. Upon conformation and payment of the Deposit, we will:
 - 21.1.1. Provide an engineered hire for your event as per the Booking Confirmation Form.
 - 21.1.2. Provide all equipment and crew, and assemble and dismantle the same with minimal disturbance.
 - 21.1.3. Provide relevant safety measures if required.

22. Your Obligations

22.1. You agree to:

- 22.1.1. Pay all charges and taxes as they become payable.
- 22.1.2. Notify us immediately of any change in circumstances affecting the contract.
- 22.1.3. Where required, provide suitable crew welfare as follows.
 - 22.1.3.1. Crew Travel and accommodation
 - 22.1.3.2. All crew accommodation must be a double room with single occupancy or in the case of tour buses a sole occupancy bunk with suitable space for belongings.
 - 22.1.3.3. Crew Per Diems
 - 22.1.3.4. Sufficient catering for the duration of build, show and break days.
- 22.1.4. Acknowledge that the following services are to be provided, where required, and do not form part of the quote.
 - 22.1.4.1. Crew Visas / A1's / PCR and related travel expenses
 - 22.1.4.2. Equipment transport
 - 22.1.4.3. Carnets
 - 22.1.4.4. Local Labour / Stagehands
 - 22.1.4.5. Local Riggers
 - 22.1.4.6. Plant (Scissor Lifts / Cherry Pickers / Telehandlers / etc.)
 - 22.1.4.7. Site power and generators

23. Payment

- 23.1. A non-refundable deposit of at least 20% is required to secure and confirm the booking, however, PRG reserve the right to include additional terms in our invoice. Additional charges may apply for extra equipment/crew/transport ordered after confirmation. Additional payments may be required in advance of shipping if PRG incurs external costs associated with delivery of your hire. These charges will be outlined in our invoice. Credit checks will apply when necessary.
- 23.2. A payment schedule will be proposed on confirmation and agreed between each party. Any variation between that payment schedule and the deposit paid will be corrected through a second invoice or a credit note against the remaining fees.

24. Cancellations

24.1. If you cancel the event:

- 24.1.1. 15% of the full fee is due if cancelled after confirmation.
- 24.1.2. 50% of the full fee is due if cancelled within 14 days of the event.
- 24.1.3. The full fee is due if cancelled within 7 days of the event.

25. Liability

Neither party is liable for indirect or unforeseeable losses, and liability is limited to the Agreement fee. Liability for death or personal injury caused by negligence is not excluded.

26. Indemnities

You agree to indemnify us for all reasonable incidental or extra costs.

27. Termination

Either party may terminate the Agreement if the other party breaches any terms, becomes insolvent, or is affected by a Force Majeure event.

28. Severability

If any provision of this Agreement is found to be unenforceable, the remaining provisions remain in effect.

29. Waiver

Delay or failure to exercise a right under this Agreement does not constitute a waiver of that right.

30. No Partnership/Agency

This Agreement does not create a partnership or joint venture, nor authorize any party to act as an agent for the other.

31. Variation

This Agreement can only be varied by a written instrument signed by authorized representatives of both parties.

32. Interpretation

Enclosures form part of this Agreement and references to clauses include enclosures. Singular includes plural, and gender includes other genders.

33. Law

This Agreement is governed by law of England and Wales, and both parties submit to the exclusive jurisdiction of the courts of England and Wales.

By providing written confirmation of the quotation, you acknowledge that you have read and understood these terms and agree to be bound by them. All quotations are non-binding and subject to equipment availability. No order shall be deemed accepted, until the order has been confirmed in writing by the Client and the Contractor and the initial deposit has been received.