

**SHOWCRAFT LTD
TERMS AND CONDITIONS**

1. INTERPRETATION

1.1. In these Conditions the following definitions apply:

Showcraft Ltd registered in England and Wales with company number 13006457, referred to as Showcraft Ltd in the following.

Contract: means the Contract between Showcraft Ltd and the Customer for the hire of Equipment and/or supply of Services in accordance with these terms and conditions;

Business Day: means a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business;

Conditions: means these terms and conditions of business as amended or varied from time to time in accordance with clause 16.7;

Customer: means the person, firm or company who hires the Equipment and/or engages the Services from Showcraft Ltd;

Services: means the services to be supplied by Showcraft Ltd to the Customer as set out in the Quotation/Proposal;

Event: means the occasion for which the Customer is hiring the Equipment and/or engaging the Services of Showcraft Ltd listed in the Quotation/ Proposal event period: the period from the build date to the take down date;

Commencement Date: means the date on which Showcraft Ltd acknowledges acceptance of the Customer's order to provide the services;

Event Date: means the event referred to in the Quotation/Proposal - **Proposed Event Period:** the period from the build date to the take down date;

Build Date: the date agreed for the set-up of the equipment at the Venue prior to the event;

Take Down Date: the date agreed for the removal of the equipment from the Venue following the event;

Venue: the Venue at which the event is to take place;

Guests: are the invited delegates of the Customer;

Equipment: means the equipment set out in the Quotation/Proposal, all substitutions, replacements or renewals of such equipment and all related accessories are at the discretion of Showcraft Ltd;

Dry Hire: relates to equipment hire only and where no service level nor liability is accepted by Showcraft Ltd;

Hire Period: means the period stated in the Proposal for which the Equipment is to be hired to the Customer;

Proposal: means a Showcraft Ltd Proposal for the hire of Equipment and/or provision of Services to the Customer, as may be varied by written agreement between the Customer and Showcraft Ltd. The Customers order shall be subject to acceptance by Showcraft Ltd;

The Charges: are the fees due to Showcraft Ltd from the Customer in payment for the Hire of Equipment or Services provided set out in the Quotation/Proposal, together with any variations arising and expenses incurred on behalf of the Customer;

VAT: value added tax chargeable under the Value Added Tax Act 1994;

GDPR: General Data Protection Regulation ((EU) 2016/679);

Data Protection Legislation: (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998;

Intellectual Property Rights: means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world; and

Force Majeure Event: means an Act of God, war, terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, an epidemic or pandemic, earthquakes, fire, flood or storm, and power failures

1.2. In these Conditions, the following rules apply:

1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); and that person's legal and personal representatives, successors or permitted assigns;

1.2.2 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.3 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description or definition preceding those terms;

1.2.4 a reference to writing or written includes emails;

1.2.5 a reference to clause(s) are to clause(s) included in these Conditions.

2. BASIS OF CONTRACT

2.1 An order placed by the Customer, together with the Quotation/Proposal and these Conditions, together with any documents referred to in them, constitute the whole Contract between Showcraft Ltd and the Customer for the hire of the Equipment and/or provision of the Services. The Customer acknowledges that it has not relied upon any statement, promise or representation made or given by or on behalf of Showcraft Ltd which is not set out in these documents, and which together form the Contract.

2.2 Any samples, drawings, descriptive matter or advertising issued by Showcraft Ltd and any illustrations or descriptions of the Equipment or illustrations or descriptions of the Services contained in Showcraft Ltd catalogues, brochures or on the Website are issued for the sole purpose of giving an approximate idea of the Equipment and/or Services described in them. They shall not form part of the Contract or have any Contractual force.

2.3 These terms and conditions apply to the Contract to the exclusion of any other terms which the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 Unless specified otherwise, the Quotation/Proposal provided by Showcraft Ltd shall not constitute an offer, and is only valid for a period of 14 Business Days from its date of issue.

2.5 If the Customer wishes to make a change to the Quotation/Proposal, notice should be given to the Account Manager who will advise if the change is possible. Showcraft Ltd will notify the Customer of any changes to the Contract price, the timing of supply or other matter which would be necessary as a result of the requested change. Any variation will be documented in accordance with clause 16.2

2.6 All of these Conditions shall apply to both hire of Equipment and the supply of Services except where application to one or the other is specified.

3. PROVISION OF SERVICES

3.1 Showcraft Ltd shall provide the Services to the Customer in accordance with the Quotation/Proposal in all material respects. For the avoidance of doubt, the Services do not extend to the provision of advice in respect of the Customer's compliance with legislation unless specifically stated in the Quotation/Proposal or otherwise expressly agreed between the parties;

3.2 Showcraft Ltd reserves the right to amend the Quotation/Proposal and make any changes to the Services which are necessary to comply with any applicable law, regulatory requirement, any justifiable requirement of the Venue, or which do not materially affect the nature or quality of the Services, and Showcraft Ltd shall notify the Customer in any such Event.

3.3 Where Showcraft Ltd is to set/up and/or operate the Equipment, before the start of the Event:

3.3.1 The Customer shall provide or procure the provision of such information as Showcraft Ltd shall reasonably require concerning the facilities, lay-out and suitability of the Venue (on which information Showcraft Ltd may rely); and/or

3.3.2 Showcraft Ltd shall be entitled to visit and assess the facilities, lay-out and suitability of the Venue, in the context of the proposed Equipment and Services to be provided. The Customer shall provide Showcraft Ltd with such co-operation and assistance as it may reasonably request from the Customer in connection with any visit to and assessment of the Venue. Showcraft Ltd shall have the right to make changes to or replace the Equipment, or make changes to the Services, or alter the charges or otherwise vary the terms of the Contract, in any case to the extent it reasonably considers necessary in the light of information provided concerning the set-up at the Venue after the issue of the Proposal or of findings from its own assessment of the set-up at the Venue made after the issue of the Proposal.

4. CUSTOMER OBLIGATIONS

4.1 The Customer shall during the term of the Contract:

4.1.1 ensure that the terms of the Quotation/Proposal are complete and accurate at all times and notify Showcraft Ltd of any changes in circumstances which may affect the terms of the Quotation/Proposal;

4.1.2 ensure that any information concerning the set-up at the Venue provided pursuant to clause 3.3 is complete and accurate;

4.1.3 ensure that Showcraft Ltd has the necessary access to the Venue at the date and times it requires, as notified to the Customer;

4.1.4 notify Showcraft Ltd as soon as practicable of any changes to the set-up at the Venue which may occur after the provision of information or after Showcraft Ltd has undertaken its assessment pursuant to clause 3.4;

4.1.5 ensure that the owners and/or operators of the Venue shall at all times co-operate with Showcraft Ltd and comply with the Customer's obligations under these terms and conditions;

4.1.6 provide Showcraft Ltd with such information and materials as Showcraft Ltd may reasonably require to supply the Services, and ensure that such information is accurate and kept up to date in all material respects;

4.1.7 provide Showcraft Ltd, its employees, agents, consultants and subcontractors with access to the Venue and other facilities as reasonably required by Showcraft Ltd to provide the Services and/or deliver the Equipment; and

4.1.8 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.

4.1.9 Keep the Equipment at all times at the Venue and the Customer shall not move or attempt to move any part of the Equipment to any other location;

4.1.10 permit Showcraft Ltd or it's authorised representative to enter upon the Venue or any premises at which the Equipment may be located;

4.1.11 not suffer or permit the Equipment to be confiscated, seized or taken out of it's possession or control under distress, execution or other legal process, but if the Equipment is confiscated, seized or taken, the Customer shall notify Showcraft Ltd and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify Showcraft Ltd on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation; and

4.1.12 Deliver up the Equipment at the end of the Event Period or on earlier termination of the Contract and allow Showcraft Ltd or its authorised representatives access to the Venue or any premises where the Equipment is located for the purpose of removing the Equipment.

4.1.13 For Equipment provided as part of a staffed hire or Services, the Customer shall maintain appropriate insurance to cover any loss, theft, or damage to the Equipment caused by the Customer, Venue, Guests, or other third parties. This insurance requirement shall not limit or affect Showcraft Ltd's responsibility for loss or damage caused by its own negligence or misconduct

4.2 If Showcraft Ltd's performance of any of its obligations in respect of the Services is prevented, delayed or otherwise adversely affected by any act or omission of the Customer or failure by the Customer to perform any relevant obligation under clause 4.1 or otherwise (Customer Default):

4.2.1 Showcraft Ltd shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Showcraft Ltd's performance of any of its obligations;

4.2.2 Showcraft Ltd shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Showcraft Ltd's failure or delay to perform any of its obligations as set out in this clause 4.2; and

4.2.3 Showcraft Ltd shall be entitled to charge the Customer a fee of an amount up to the total costs and losses it suffers as a direct result of such Customer Default, including in respect of additional pay (including at overtime rates) for any employees, agents, consultants or subcontractors of Showcraft Ltd.

4.3 The Customer acknowledges that Showcraft Ltd shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer, the Venue or their respective officers, employees, agents or contractors, and the Customer undertakes to indemnify Showcraft Ltd on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with these conditions.

5. SERVICES - ALL EVENT PRODUCTIONS

The following conditions are applicable when Contracting any of Showcraft Ltd's Services (everything excluding dry hire Equipment).

5.1 For all Contracts Showcraft Ltd will adhere to the payment plan as detailed in the Quotation/Proposal;

5.2 Cancellation (including Postponement) by the Customer – Notice of cancellation or postponement of the Event by the Customer, for whatever reason in whole or in part must be made in writing addressed to a Director of Showcraft Ltd at its registered address. Cancellation will be effective from the date that the cancellation is acknowledged in writing by a Director of Showcraft Ltd. A cancellation fee will be payable by the Customer as set out below and has been calculated to represent a reasonable assessment by Showcraft Ltd of the loss it will suffer as a result of the cancellation.

5.2.1 Cancellation received more than 4 months before the Event date 25%
 Cancellation received between 4 months and 6 weeks of the Event date 50%
 Cancellation received between 6 weeks and 15 days of the Event date 75%
 Cancellation received 14 days or less before the Event date 100%

5.2.2 Where Showcraft Ltd has Contracted with any third party on behalf of the Customer and the proportion Contractually due to the third party in respect of cancellation charges exceeds Showcraft Ltd's above applicable proportion the Customer shall reimburse Showcraft Ltd with the additional cost in full;

5.2.3 Further where Showcraft Ltd has purchased goods or services directly for the Customer and the proportion of the total value already Contracted exceeds Showcraft Ltd's above applicable proportion the Customer shall reimburse Showcraft Ltd with the additional cost in full; and

5.2.4 Where the Event is postponed to a later date, and this later date is confirmed in writing at the time of the Notice of postponement, Showcraft Ltd may, at its sole discretion, reduce the fee due by the Customer, or agree to offset a proportion of the fee paid by the Customer against the same Event on the agreed re-arranged date.

5.3 An Event cancellation or postponement caused by Force Majeure will not normally incur the standard Event cancellation charges as set out in 5.2 If the Event is cancelled or postponed for more than 6 months the Customer will be charged the pre-production, Contracted third party costs and or any direct costs that have been incurred and are not subsequently recoverable.

5.4 Showcraft Ltd reserves the right to cancel the Event where any due payment has not been received by Showcraft Ltd in accordance with our normal conditions.

5.5 Whilst Showcraft Ltd will make every effort to carry out the services in accordance with the Quotation/ Proposal, Showcraft Ltd retains the right to postpone or change the venue or nature of the Event if this is necessary due to any circumstance beyond its control including but not limited to adverse weather conditions or unavailability of suitable staff, equipment or the original venue. In such circumstances Showcraft Ltd will notify the Customer of such changes as soon as reasonably practicable and seek to make alternative arrangements.

5.6 The Customer shall not be entitled to any reduction in the Price if the number of Guests who attend the Event is less than the number stated in the Quotation/Proposal. Showcraft Ltd reserves the right to increase the Price where the number of Guests is greater than the number stated in the Quotation/Proposal and Showcraft Ltd can substantiate the claim for additional costs directly related to the additional guest numbers.

5.7 The Customer agrees on its own behalf and on behalf of each and every guest:

That the opinion of Showcraft Ltd is final in regard to matters of safety;

To comply with any request or order made by Showcraft Ltd in the interests of safety however expressed;

To comply with any reasonable instruction given by Showcraft Ltd for any other reason;

Showcraft Ltd reserves the right to request any guest to leave the Event if in the opinion of Showcraft Ltd the guest is behaving in a dangerous, unreasonable or disruptive manner and the Customer agrees to ensure that such a request will be complied with by each and every guest. In such circumstances Showcraft Ltd will be under no liability to the Customer or the guest to refund any part of the Price or to compensate for any costs or damage which may be incurred by the Customer or guest; and

Before participating in the Event every guest may be required at the discretion of Showcraft Ltd to sign a disclaimer, a copy of which is available on request.

5.8 Any changes to the Event specification requested by the Customer including but not limited to venue, date, or Customer requirements and not included in the Proposal must be confirmed in writing and acknowledged in writing by Showcraft Ltd. Where such changes give rise to variation of the charges, this is payable in accordance with the terms in section 5.1 above.

5.9 Any additional equipment required or requested by the Customer which is not set out in the Quotation/Proposal, or which is necessitated as a result of the set-up at the Venue being different from that notified to Showcraft Ltd or apparent from Showcraft Ltd's inspection (as contemplated in clause 3.3, shall be charged at the rates agreed by the parties or, in the absence of agreement, at rates reasonably determined by Showcraft Ltd. For the avoidance of doubt these Conditions shall apply to any such additional services or equipment.

6. EQUIPMENT

6.1 Showcraft Ltd shall hire the Equipment to the Customer for use in accordance with the Quotation/Proposal and these Conditions. Showcraft Ltd reserves the right to substitute any of the Equipment for a similar piece of equipment of comparable quality if necessitated by Showcraft Ltd's lack of available equipment or any applicable statutory or regulatory requirements or if it reasonably considers that any proposed Equipment may not be suitable for the Event following its assessment of the Venue pursuant to clause 3.3, Showcraft Ltd shall notify the Customer in any such Event.

6.2 The Equipment shall at all times remain the property of Showcraft Ltd, and the Customer shall have no right, title or interest in or to the Equipment

6.3 Recovery of Equipment Losses and Interim Costs

6.3.1 In the event that any Equipment is lost, damaged, destroyed, or otherwise rendered unusable due to events outside Showcraft Ltd's control, including but not limited to fire, flood, theft, or Force Majeure Events, Showcraft Ltd shall be entitled to recover all costs reasonably incurred in:

- a) hiring temporary or replacement Equipment to meet its obligations to Customers;
- b) repairing or replacing damaged Equipment; and
- c) any additional costs arising directly from the unavailability of Equipment.

6.3.2 Such costs shall be recoverable from the Customer or the Customer's insurers if the loss or damage arises directly from the Customer's act, omission, or failure to comply with these Conditions.

6.3.3 Showcraft Ltd shall not be liable to the Customer for any delay or additional charges arising from the use of replacement or hired-in Equipment.

7. DELIVERY AND INSTALLATION/BUILD

7.1 Delivery of Equipment shall be made by Showcraft Ltd. Showcraft Ltd shall use all reasonable endeavours to arrange delivery on the Build Date.

7.2 To facilitate delivery and installation/build, the Customer shall, at its own expense provide all requisite materials, facilities, access and suitable working conditions to enable delivery and installation to be carried out safely and in a timely manner including any materials, facilities, access and working conditions specified in the Quotation/Proposal.

7.3 Time for availability for collection or delivery (as the case may be) of the Equipment shall be of the essence. However Showcraft Ltd shall not be liable for any delay in the Equipment being available for collection or delivered which is caused by a Force Majeure Event, the Venue not being ready for Showcraft Ltd to deliver the Equipment, or the Customer's failure to provide Showcraft Ltd with adequate delivery instructions or any other instructions which are relevant to the supply of the Equipment.

8. DRY HIRE

8.1 when the equipment is on Dry Hire it is the Customer's responsibility to ensure that all equipment is insured against loss, theft, and damage by hirers from the moment it leaves Showcraft Ltd, and continues to remain that way until it is inspected on return to Showcraft Ltd. The Customer's own insurance will be with a reputable insurer for the Equipment's full replacement value, under a policy that names Showcraft Ltd as the additional insured, is without excess and confirms the insurers are not entitled to replace the Equipment. Showcraft Ltd accepts no responsibility for the equipment or how it is used when on Dry Hire.

8.2 The Customer's liability pursuant to clause 8.1 shall include losses as Showcraft Ltd may incur as a direct consequence of such loss, theft, damage or destruction, including (for example) in relation to any subsequent scheduled hires of the Equipment.

8.3 The Customer shall:

8.3.1 look after the Equipment as a reasonable owner of such Equipment would;

8.3.2 use the Equipment only for the purpose notified to Showcraft Ltd; and

8.3.3 not alter or repair the Equipment, or use the Equipment after a fault is detected, without Showcraft Ltd's consent;

8.4 The Equipment shall at all times remain the property of Showcraft Ltd, and the Customer shall have no right, title or interest in or to the Equipment

8.5 The Customer shall deliver up the Equipment at the end of the Hire Period or on earlier termination of the Contract either by returning it to such address as Showcraft Ltd requires or by allowing Showcraft Ltd or its representatives to collect the Equipment – whichever is stated in the Quotation/ Proposal or subsequently agreed by the parties.

8.6 The Customer shall not be liable for any delay in the Equipment being returned to Showcraft Ltd at the end of the Hire Period or upon earlier termination of the Contract which is caused by a Force Majeure Event or Showcraft Ltd's failure to provide the Customer with adequate delivery instructions or any other instructions which are relevant to the return of the Equipment. In any other circumstances, if the Equipment is not returned to Showcraft Ltd by the end of the Hire Period or earlier termination of the Contract, Showcraft Ltd reserves the right to charge the Customer an additional fee up to the Price of hire of the Equipment in respect of the period from the end of the Hire Period or earlier termination of the Contract until the Equipment is returned.

8.7 The Customer shall give immediate written notice to Showcraft Ltd in the Event of any loss, theft, damage or destruction to the Equipment occurring during or arising out of or in connection with the Customer's possession or use of the Equipment.

8.8 Postponement and Cancellation of Dry Hire

8.8.1 Section 8.8 refers to Contracts for the Dry Hire of Equipment only. Any Contract which includes an element of Event Services (on-site staff, Event production services, content, Event management) please see Section 5.

8.8.2 The Customer shall inform Showcraft Ltd as soon as reasonably practicable if the Event is postponed or cancelled. Showcraft Ltd may charge the Customer a fee of an amount up to the aggregate of the charges for the Services it has provided and the third-party disbursements it has incurred before the time it is so notified. Showcraft Ltd shall invoice the Customer for such charges on or at any time after it receives such notification.

9. PAYMENT

9.1 The Customer shall pay each invoice submitted by Showcraft Ltd in full and on the dates set out in the Quotation/Proposal. All payments shall be paid in pounds sterling and shall be made by direct transfer to the bank account detailed on the invoice and nominated by Showcraft Ltd.

9.2 All Payments due under the Contract shall be paid in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against Showcraft Ltd in order to justify withholding payment of any such amount in whole or in part. Showcraft Ltd may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Showcraft Ltd to the Customer.

9.3 Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable but the client and in the manner from time to time prescribed by law.

9.4 Without limiting any other right or remedy of Showcraft Ltd, if the Customer fails to make any payment due to Showcraft Ltd under the Contract by the due date for payment, Showcraft Ltd may charge the Customer interest and such other sums as may be payable in respect of the overdue amount from the due date until payment of the overdue sum. Interest under this clause will accrue each day and be pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

9.5 Showcraft Ltd is registered for VAT with number 381 7286 71

10. DATA PROTECTION

10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause (10) is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

10.2 Both parties acknowledge that for the purpose of the Data Protection legislation, the Client is the data controller and Showcraft Ltd is the data processor (where both the Data Controller and Data Processor) have the meanings as defined in the Data Protection Legislation.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 Where any products of the Services are designed, created or otherwise developed by Showcraft Ltd for the Customer pursuant to the Contract, the Intellectual Property Rights in, arising out of or in connection with such products shall be owned by Showcraft Ltd.

11.2 Showcraft Ltd hereby grants a royalty-free, non-transferable, non-exclusive licence to the Customer to use such products only for the purposes of and during the Event.

11.3 Any materials provided by the Customer to Showcraft Ltd to enable it to produce such products shall remain the exclusive property of the Customer.

11.4 The Customer grants Showcraft Ltd a fully paid-up, non-exclusive, royalty-free nontransferable licence to copy and modify materials provided by the Customer to Showcraft Ltd in connection with the Event for the purpose of providing the Services to the Customer.

11.5 The Customer shall indemnify Showcraft Ltd against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs, suffered or incurred by Showcraft Ltd arising out of or in connection with any claim made against Showcraft Ltd for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Showcraft Ltd use of any materials supplied by the Customer in connection with the Event. This clause 11.5 shall survive the termination of the Contract.

12. CONFIDENTIALITY

12.1 No party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

12.2 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, customers, clients or suppliers of the other party, except as permitted by clause 12.3

12.3 Each party may disclose the party's confidential information (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause being clause 12, and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13. LIABILITY

13.1 Nothing in these Conditions shall limit or exclude in any way limit:

- either party's liability for death or personal injury caused by its negligence;
- either party's fraud or fraudulent misrepresentation; or
- liability for any defective Equipment under the Consumer Protection Act 1987; or
- any other liability which cannot be excluded by law.

13.2 Subject to clause 13.1:

13.2.1 Showcraft Ltd shall not in any way be liable to the Customer for any delay or failure to perform its obligations under this Contract arising as a result of a Force Majeure Event;

13.2.2 Without prejudice to clause 13.1 Showcraft Ltd shall under no circumstances whatsoever be liable to the Customer, whether in Contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of revenue, loss of business or any indirect or consequential loss or damage arising under or in connection with the Contract; in each case, however caused even if foreseeable;

13.2.3 Showcraft Ltd's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in Contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to Showcraft Ltd's total charges under the Contract.

13.2.4 Without prejudice to clause 13.1, Showcraft Ltd shall have no liability to the Customer: (a) In relation to any failure by the Venue to comply with all or any obligations that the Venue may have in relation to the organisation of the Event or any act or omission by the Venue; and (b) for the cost of repairing any pre-existing faults or damage to the Venue that Showcraft Ltd discovers whilst providing the Services, if Showcraft Ltd is providing services at a Venue which is the Customer's property;

13.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

13.4 This clause, being clause 13 shall survive termination of the Contract.

14. TERMINATION

14.1 Without affecting any other right or remedy available to it, Showcraft Ltd may terminate the Contract with immediate effect by giving written notice to the Customer if:

14.1.1 the Customer commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within a period of 7 days after receipt of notice in writing of such breach;

14.1.2 the Customer repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

14.1.3 if a person who is qualified to act as an insolvency practitioner shall be appointed in relation to either the Customer or the Venue (in either case the "insolvent party") pursuant to section 273 of the Insolvency Act 1986; or if a receiver or manager (including for the avoidance of doubt, an interim receiver within the meaning of part IX of the Insolvency Act 1986) shall be appointed in respect of the insolvent party or the whole of any part of property or estate; or if an interim order shall be made in relation to the insolvent party pursuant to Section 252 of the Insolvency Act 1986; or if the insolvent party shall enter into any arrangement or composition with its creditors (including for the avoidance of doubt any voluntary arrangement within the meaning of Part VIII of the Insolvency Act 1986);

14.1.4 the Customer suffers or allows any execution to be levied on its property or obtained against it, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or ceases to trade; or

14.1.5 it reasonably believes that any of the Events listed in clauses 14.1.1 to 14.1.3 is about to happen to the other party.

14.2 Without limiting its other rights or remedies, Showcraft Ltd shall have the right to suspend the supply of Services and/or all hires of Equipment under the Contract or any other Contract between the Customer and Showcraft Ltd if:

14.2.1 the Customer fails to pay any amount due under this Contract on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment; or

14.2.2 the Customer becomes subject to any of the Events listed in clauses 14.1.1 to 14.1.3, or Showcraft Ltd reasonably believes that the Customer is about to become subject to any of them.

15. CONSEQUENCES OF TERMINATION

15.1 On termination of the Contract for any reason:

15.1.1 the Customer shall immediately pay to Showcraft Ltd:

- outstanding unpaid invoices and any interest accrued thereon and,
- in respect of Services supplied and/or Equipment hired but for which no invoice has yet been submitted, Showcraft Ltd shall submit an invoice, which shall be payable by the Customer on demand
- any costs and expenses incurred by Showcraft Ltd recovering the Equipment and/or in collecting the sums due under the Contract (including any storage, insurance, repair, transport, legal and remarketing costs);

15.1.2 the Customer shall return all Equipment it has hired back to Showcraft Ltd. If the Customer fails to do so, then Showcraft Ltd may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;

15.1.3 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and

15.1.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

16. GENERAL

16.1 Assignment and Subcontracting:

16.1.1 Showcraft Ltd may at any time assign, transfer, charge, Subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party;

16.1.2 The Customer shall not, without the prior written consent of Showcraft Ltd, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

16.2 Notices:

16.2.1 Any notice or other communication shall be deemed to have been received:

- if delivered by hand, on signature of a delivery receipt at the time the notice is left at the Proposal address
- if sent by prepaid first-class post or a 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
- if sent by email, at the time of transmission (or where at the time of transmission falls outside Business Hours at 9.00am on the following Business day after transmission);

16.2.2 This clause 16.2 shall 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.

16.3 Waiver and cumulative remedies:

16.3.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default; and

16.3.2 Failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

16.4 Severance:

16.4.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected; and

16.4.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

16.5 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

16.6 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

16.7 Variation: Except as set out in these conditions, any amendment or variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing by Showcraft Ltd.

16.8 Announcements: Showcraft Ltd shall be entitled to use set imagery relating to the Event in Showcraft Ltd's own publicity materials unless the Customer notifies Showcraft Ltd in writing that it does not agree to such use. Showcraft Ltd shall not at any time disclose confidential information relating to the Customer in using the set imagery.

16.9 Force Majeure: Showcraft Ltd failure to perform any term or condition of this Agreement as a result of conditions beyond its control, such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers shall not be deemed a failure to perform their part of the Contract.

16.10 Governing law and jurisdiction: This Contract, 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.