



Wise Productions (U.K.) Limited - Terms of Business

1. Definitions

"Company" means Wise Productions (UK) Limited

"Client" means the party requesting services and/or hire of equipment from the Company.

"Services" means the services provided to the Client including (but not limited to) delivery, installation, operation and removal of hire equipment.

"Equipment" means all equipment provided to the Client.

"Booking" means the request and confirmation of the Service

"Hire" means the provision of Equipment for hire.

"Price" means the price specified in the quotation and Contract

"Event" means the occasion for which the Services and/or Equipment is required

"Location" means anywhere other than the Company premises where Services are provided or where Equipment is located.

"Contract" means the agreement between the Company and the Client and includes these Standard Terms

"Commencement Date" means the date when the Contract will come into effect. This shall be when the Company receives a signed Contract from the Client or on the first date on which the Company provides the Service and/or Equipment, whichever is the earlier.

2. Acceptance and Variation

2.1 A Contract will not come into effect between the Company and the Client until an order has been accepted by the Company in writing. Any such Contract shall be subject to these Terms of Business and any attempt by the Customer to incorporate other terms and conditions without the express written agreement of the Company shall be null and void and of no legal effect.

2.2 No variation of these Terms of Business shall be effective unless made in writing and signed by an authorised office of the Company. At the request of the Client the Company will confirm if the name signatory possesses the required authority.

3. Provision of Services and/or Equipment

3.1 The Company provides and the Client accepts the Services and/or Hire of Equipment subject to the Contract which shall not be varied except as confirmed in writing by the Company.

3.2. The Client acknowledges employees of the Company are not authorised to make oral representations as to the description, quality or fitness for any particular purpose of any Equipment or Services supplied by the Company. If a representation has been made or an opinion orally expressed which affected materially the Client's decision to enter into a Contract with the Company, the Client must ensure that the relevant statement is confirmed in writing by an authorised officer of the Company so as to form part of the Contract; no liability can otherwise be accepted.

3.3. The Company may sub-contract any of its obligations to a competent third party.

3.4. Typographical or clerical errors or omissions in the Company's documents may be corrected by the Company without liability.

3.5. The Company may at any time and without notification and liability to the Client make any change to the Services such as are reasonably necessary to comply with any applicable legislation, regulation, licensing condition, planning requirement or direction of any competent authority, whether relating to the Location or otherwise. The Company shall use its reasonable endeavours to procure that such amendment to the Services does not materially alter or diminish the nature or quality of the Service.

4. Property, Risk and Liability

4.1 All Equipment supplied for the Event shall remain the absolute property of the Company and the Client has no right, title or interest in the Equipment. The Client accepts that the Company may remove Equipment from any Location and gives rights of access to any Location to effect such removal.

4.2 The Client agrees that the Company's entire liability in respect of any delay, late delivery, defect or deficiency of or relating to any Equipment or any failure, error or mistake by any technician or other staff provided by the Company or any other occurrence adversely affecting the delivery of the Services shall be limited and shall not exceed the total fees received for the Services and Hire.

4.3 In the case of recorded material, the Company's liability shall be limited to the cost of replacing blank media only.

4.4 The Company will not be liable for loss of profits, loss of contracts or any consequential loss suffered by the Client.

4.5 The Company shall not be liable to the Client for failure to perform or delay of performance of the Service and/or Hire, if delay is caused by circumstances or events outside reasonable control of the Company, which shall include but not be limited to industrial action, acts of God, terrorism, civil commotion, refusals to grant licences or permissions.

4.6 The Company shall have no liability unless the Client gives the Company reasonable details in writing within 90 days of the occurrence of the matter giving rise to the claim.

4.7 The Company accepts no responsibility for loss or damage to any equipment or materials belonging to the Client or its contractors, which the Company may agree to store or transport, and any such equipment shall at all times be at the Client's risk.

5. Client's Obligations

The Client undertakes :-

5.1 to procure all necessary licences and permissions for any broadcasting, recording, musical performance (live or recorded), projection, use of logos and to indemnify the Company against all loss, damage, costs and expenses incurred by the Company relating to any claim that providing the Services infringes any copyright, trade mark or other intellectual property rights of any third party or is undertaken without a valid and effective licence or permission from any relevant building owner, licensing or other regulatory authority.

5.2 to provide unimpeded access for the employees and vehicles of the Company, its sub-contractors and carriers on or into the Client's property or the Location for the purpose of delivering goods to the Client or for any related purpose. Access shall also be granted to any facilities at the Location which are required by the Company in order to operate Equipment or provide Services for the Event (e.g. power, running water, drainage). The Client shall procure access to the Location at such times and at such periods for the purpose of proper organisation and preparation of the Services as may be necessary.

5.3 where the Company's Services are dependent on the provision of equipment or services provided by the Client or its contractors, the Client shall ensure that all such equipment or services are provided on time as agreed and required, are of adequate specification and in good working order and are provided by competent and experienced persons using appropriate care and skill.

5.4 to take all reasonable precautions to protect the health and safety of the Company's employees and sub-contractors.

5.5 if operated by the Client, to ensure that the Equipment is used in a proper manner without risk to health and safety and not contrary to any law or for any purpose for which the Equipment is not designed or suitable.

5.6 to take all reasonable care of the Equipment to ensure its physical safety and security whilst in the possession or control of the Client or on Location.

5.7 that if a support structure or rigging points for the Equipment is supplied by the Client, that the structure and access arrangements are competently designed and installed, fit for purpose and comply with Health and Safety and other regulations.

5.8 not to sell, sub-let or otherwise dispose of or part with the Equipment or interest therein but to keep the Equipment in its possession and control free from lien charge or encumbrance.

5.9 not to repair or modify the Equipment or remove notices, or labels except with the Company's authorisation.

5.10 not to remove the equipment from the UK.

6. Prices and Payment

6.1 The Price of Equipment and Services are as stated in the Company's quotation. Any extra Equipment subsequently required as a result of a site survey or otherwise shall be chargeable in addition.

6.2 The Company reserves the right to increase the Price to reflect any cost increase due to any changed requirement or delay caused by the Client or due to changes required by the nature of the Event Location which were not disclosed at the time of quoting.

6.3 A deposit of 80% of the quoted Price plus VAT is payable upon confirmation of the Booking.

6.4 Where the Commencement Date of the Contract is 14 days or less from the start of the Event, a deposit of 100% of the quoted Price plus VAT shall be payable.

6.5 Further deposits may be payable if changes are made to the specification of the Service and/or Equipment.

6.5 The Company will submit a balance invoice to the Client immediately after the Event. The Client shall pay the Price of the Services and/or Hire (less any deposit paid) within 30 days of the date of invoice.

6.7 The Client shall pay all sums due to the Company without any right of set-off, deduction, counterclaim and/or any other withholding of monies.

6.8 Should the Client fail to pay any sum on the due date then, without prejudice to any other right or remedy, the Company may cancel the Contract, suspend the provision of Services, remove Equipment from any Location and charge interest per day on any unpaid amount at the rate of 6% per calendar month plus a £20 administration fee.

6.9 if a discount has been offered to the Client by the Company as part of the Contract, that discount shall only be valid and applied to the Price if all terms and conditions are adhered to by the Client and the Company receives payment of all invoices within the payment terms stated on such invoices.

6.10 the Company accepts payments via BACS and by cheque only – credit/debit card payments and cash payments are not accepted.

6.11 All payments made to the company are to be made in GBP (£) as per the Price shown on the agreed quotation.

6.12 Any commission owing to the Client will be deducted from the balance invoice.

7. Event Overrunning

7.1 The Company shall provide personnel to provide the Service and operate Equipment based on the Event running times provided by the Client. If the timings of the Event deviate from those provided, the Client agrees to pay the Company additional fees for any personnel required to work beyond their booked times. The hourly fees for each member of staff are available on request.

8. Cancellation

8.1 Without prejudice to any of the other rights and remedies of the Company, the Client shall pay the Company the relevant percentage of the Price set out below for the Services and/or Equipment in the event of cancellation by the Client according to the time when the Client cancels:-

More than 30 days before project start date = no cancellation charge

30 – 15 days (inclusive) = 50% of full project total

14- 8 days (inclusive) = 80% of full project total

7 days or less = 100% of full project total

8.2. In the event that the Company shall be prevented from providing the Services on the date of the Event, due to an act of government exclusively pursuant to the Coronavirus Act 2020, the Client may, by notice in writing to the Company, postpone the supply of Services to a new date up to 12 months from the original Event date. The Company shall respond to such a notification within 24 hours with a statement to the client of all actual costs incurred by the Company at the point of postponement, which may include (but not be limited to) pre-production costs, CAD design fees, project management fees, health and safety document preparation, equipment hire cancellation fees, crew cancellation fees and transport cancellation fees. These costs shall be deducted from any deposit payment either paid by the Client or still due for payment, and the balance of the Price shall be held on account by the Company to be put towards the rescheduled event.

9. Termination

9.1 In the event of bankruptcy, insolvency or liquidation of the Client or if the Client ceases or threatens cessation of business or if the Company reasonably believes that the aforesaid is about to occur or if the Client is in breach of the Contract, then without prejudice to any other right or remedy the Company may without liability to the Client by notice cancel or suspend provision of the Services, repossess Equipment and, if any Services or Equipment have been provided but are unpaid, the Price shall become immediately due and payable.

10. General

10.1 Any notice must be sent in writing and sent to the principle place of business of the party concerned.

10.2 No waiver or any breach of the Contract shall be a waiver of any subsequent breach of the same or any other provision.

10.3 If any provision hereof is invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall be unaffected.

11. Governing Law

11.1 These Terms of Business shall be construed and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts. If any provision of these Terms of Business is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, the remaining provisions under these Terms of Business shall otherwise continue in full force and effect.