

The Agreement shall be to the exclusion of any other terms and conditions subject to which any such quotation is accepted by the Customer. Any variation shall be binding only if in writing signed on behalf of the Supplier.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Customer”	means the person, firm, company or body who requests, hires or purchases Equipment, Personnel and/or Goods from the Supplier.
“Supplier”	means Version 2 Lights Limited, a company registered in England under 10120396 of The Old Grain Store, Childs Court Farm, Ashampstead Common, Reading, RG8 8QT, United Kingdom and includes all employees and agents.
“Equipment”	means any equipment or articles provided by the Supplier together with any replacements, substitutes, additions and all accessories or parts thereof.
“Personnel”	means the employees, agents, sub-contractors or other representatives of the Supplier whose services are employed by the Customer whether in conjunction with the hire of the Equipment or the purchase of Goods or otherwise.
“Agreement”	means the agreement between the Supplier and the Customer for the hire of the Equipment, Personnel or the purchase of Goods in accordance with and incorporating these Terms & Conditions.
“Hire Fees”	means the rates agreed and payable as per the quotation by the Supplier to the Customer, setting out the price and, where applicable, quantity, in respect of any combination of the Equipment, Personnel and/or purchase of Goods.
“Hire Period”	means a period starting on the date that Equipment is dispatched to, or collected by the Customer and ending on the date on which the Equipment is returned to the Supplier.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic means, including email.
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time.
- 1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
- 1.2.5 a “Party” or the “Parties” refer to the parties to these Terms and Conditions. Where there are two or more parties to the Contract as Customer their liability shall be joint and several.

1.3 The headings used are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular number shall include the plural and vice versa.

2. Hire General

- 2.1 The agreed Hire Period will be set out in the quotation.
- 2.2 The Customer may order Equipment, Personnel and/or Goods either in writing (including email) or verbally, by telephone or in person. Non written orders must be followed up with a Purchase Order for the full Hire Fees within 24 hours.
- 2.3 All orders for Equipment, Personnel and/or Goods shall be binding on the Customer whether or not they are confirmed by the Supplier. The Supplier shall be entitled to assume that any person placing and/or signing an order on behalf of the Customer is authorised to do so.
- 2.4 If the Customer wishes to extend the Hire Period they may do so at any time prior to the end of the Hire Period. The Customer must contact the Supplier to arrange such an extension. Extensions may be made subject always to the existence of prior reservations made by other customers. The Supplier shall use all reasonable endeavours to satisfy requests for extensions but cannot

guarantee the availability of the Equipment to the Customer beyond the end of the pre-existing Hire Period.

2.5 The Supplier reserves the right in its absolute discretion to refuse to accept any order.

3. Hire Fees and Payment

- 3.1 Hire Fees are ex-works and are exclusive of VAT and delivery charges unless otherwise specified. The Customer agrees to pay the Supplier any sums in relation to delivery, collection, installation, operation or recovery of the Equipment.
- 3.2 Where charges include the provision of Personnel, overtime rates may apply during certain hours or after certain periods of time, in accordance with the Supplier’s applicable price list(s) which are either provided with the Quotation or are available in upon request by the Customer. Travel, subsistence and accommodation expenses of Personnel will be charged to the Customer, in addition to applicable day rates and hire charges.
- 3.3 Where account facilities have been granted to the Customer in writing, all Hire Fees and charges must be paid within 30 days of the invoice issue date unless agreed beforehand with the Supplier. If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:
 - a) cancel the hire or suspend any further deliveries or provision Equipment to the Customer;
 - b) appropriate any payment made by the Customer to such of the Hire Fees (or the goods and/or services supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer); and
 - c) charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 8% per annum above Bank of England’s base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 3.4 Where no account facilities have been granted to the Customer, payment for all Hire Fees and charges must be received in full, in advance of, or at the hire commencing.

4. Cancellation

4.1 The Customer agrees that in the case of their cancellation of the Agreement, the Customer will pay the Supplier an amount or percentage of the Hire Fees as follows:

Written cancellation received:

- a) 15 working days or more before the Hire Period: No Charge
- b) Between 7 and 14 working days before the Hire Period: 25%
- c) Between 24 hours and 6 working days before the Hire Period: 50%
- d) 24 hours before the Hire Period: 100%

5. Delivery and Collection

- 5.1 The Customer may collect the Equipment from the Supplier at the start of the Hire Period. The Customer may only collect the Equipment once any payments required under Clause 3 have been made and any insurance requirements set out in Clause 9 have been complied with.
- 5.2 The Supplier shall make all reasonable endeavours to ensure that the Equipment is ready for collection or delivery at the start of the Hire Period but shall not be liable for any lack of availability or delay.
- 5.3 Where delivery charges are quoted by the Supplier such charges will include allowance only for the time to load or unload alongside the Supplier’s vehicle at the address specified by the Customer. Further attendance or variations will be paid for by the Customer.
- 5.4 The Customer is responsible for providing access to and from the site at which the Equipment is to be used. The Supplier will on demand supply all such technical information to enable the Customer to provide or obtain such access and egress routes of suitable dimensions and load bearing capacity.
- 5.5 The Supplier reserves the right not to attempt to traverse terrain, which in the opinion of the Suppliers Personnel is not safe, or may lead to unacceptable damage to the Equipment or vehicles. Should the Equipment fail to gain access due to adverse site conditions, this is the responsibility of the Customer and Hire Fees due are deemed payable as per clause 3.

- 5.6 The Supplier reserves the right to supply equipment of a similar design or specification to the Equipment.
- 5.7 In the event that the Supplier is unable to provide the Equipment at the start of the Hire Period the Supplier will contact the Customer when the Equipment is available. The total Hire Fees payable by the Customer shall be adjusted accordingly to reflect the non-availability of the Equipment.
- 5.8 At the end of the Hire Period, on the agreed date the Customer shall return the Equipment to the Supplier at or before the time shown in the hire quotation.
- 5.9 If the Customer is late in returning the Equipment by more than 12 hours the Supplier shall charge the Customer for an additional day's hire at the normal daily rate for that Equipment. The Hire Period will be extended by one day. The provisions of this sub-Clause 5.9 shall continue to apply daily until the Equipment is returned.
- 5.10 Equipment must not be removed from any site originally specified by the Customer or from any subsequently authorised site without prior consent of the Supplier. For touring productions a full itinerary must be provided by the Customer. Equipment must not be removed from the UK Mainland without express written consent of the Supplier.
- 5.11 Notice of any Equipment shortage or unsatisfactory condition shall be given by the Customer or a duly authorised person on behalf of the Customer in writing to the Supplier within 24 hours of delivery or collection.
- 5.12 No claim in respect of shortage of or unsatisfactory condition of the Equipment shall be entertained by the Supplier unless condition 5.11 is observed.
- 6. Use and Care of the Equipment**
- 6.1 Any advice or recommendations given by the Supplier or its employees or agents to the Customer or its employees or agents as to the storage, application, installation or operation of the Equipment is followed or acted upon entirely at the Customer's own risk and, accordingly, the Supplier shall not be liable for any such advice or recommendations which are not so confirmed or the actions of any third party in the storage, application, installation or use of the Equipment unless the Customer has separately contracted for such services with the Supplier directly.
- 6.2 The Customer shall at all times treat the Equipment with a reasonable level of care and shall ensure that it is kept clean, subject always to reasonable levels of wear and tear.
- 6.3 All Equipment must be used in accordance with any and all operation and safety instructions or similar documentation provided.
- 6.4 Ensure that the Equipment is used in a skilful and proper manner and only by persons having the appropriate qualifications and experience and who are familiar with the Equipment.
- 6.5 The Customer may not make any alterations or adjustments to the Equipment beyond those that are already possible within the range of adjustments specific to a given item.
- 6.6 The Customer may only affix or connect other items to the Equipment where such affixation does not exceed the design limitations of the Equipment and is not likely to damage it in any way.
- 6.7 All Equipment which uses consumables of whatever nature must only be used with official consumables (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) or such other products as authorised by the Supplier.
- 6.8 All electrical equipment must only be used within the recommended electrical supply characteristics specific to that piece of Equipment.
- 6.9 The Customer shall return all faulty lamps to the Supplier. The replacement cost of the lamps will be charged to the Customer if they are not returned.
- 6.10 All cables must be returned coiled and taped in the same clean condition as that in which they were supplied, failing which a supplementary charge per hour may be made to return items to a hireable condition.
- 6.11 Equipment supplied carries a valid Portable Appliance Test (PAT) Certificate, although items may not be stickered, a record will be kept by the Supplier. The Customer can ask for a copy of these certificates for the Equipment hired, provided at least 24 hours notice is given to the Supplier before the Hire Period, this may be subject to an additional charge.
- 6.12 Equipment is visually checked before each hire. However, this does not eliminate the need for a visual check by the Customer before each use of the Equipment. It is the Customer's responsibility to ensure that Equipment is safe before each use.
- 7. Maintenance and Breakdown**
- 7.1 The Supplier shall maintain the Equipment to the standards specified by the relevant manufacturers. Only official parts (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) shall be used for maintenance and repair work. All Equipment will be fully inspected and (where necessary) cleaned and maintained prior to each hire.
- 7.2 The Customer shall at all reasonable times during the relevant Hire Period permit the Supplier and its agents access to the Equipment to inspect, test, adjust, repair, alter or replace the same.
- 7.3 The Customer shall not attempt to make any repairs to the Equipment without the prior written consent of the Supplier. When the Supplier is contacted in this regard it shall have the option of replacing the Equipment, repairing the Equipment itself or granting the Customer permission to make the necessary repairs. The cost of such replacement or repairs shall be borne by either the Supplier or the Customer, the responsibility being determined by the reasons for the replacement or repairs.
- 7.4 If parts require replacement during the Hire Period the Supplier shall have the option of supplying such parts to the Customer or supplying replacement Equipment or a suitable substitute (that is, Equipment capable of performing the same tasks as that which it replaces).
- 7.5 Any parts and / or substitutes provided under sub-Clause 7.3 shall be replaced free of charge by the Supplier provided that such replacement is necessitated by nothing more than normal wear and tear. Additional damage may result in the Customer being charged for the cost of replacement parts, associated labour, and / or the cost of providing substitute Equipment.
- 7.6 Parts and / or substitutes provided under sub-Clause 7.3 shall be replaced by the Supplier as soon as is reasonably practicable.
- 8. Supplier's Personnel**
- 8.1 Where the Supplier is to provide installation and/or operation of the Equipment as detailed in the hire quotation, the Customer shall provide all reasonable assistance as may be required by the Supplier's Personnel during the Hire Period and afford during normal working hours full and safe access to the location and shall provide adequate free working space and such other facilities as may be necessary for the installation and operation of the Equipment.
- 8.2 The Supplier shall supply to the Customer in reasonable time before delivery of the Equipment such information and assistance as may be necessary to enable the Customer to prepare the location for the installation and, if applicable, operation of the Equipment. The Customer shall at its own expense prepare the location and provide adequate environmental and operational conditions for Personnel prior to delivery.
- 8.3 If in the reasonable opinion of the Supplier's Personnel that they are asked to perform activities that are unsafe or may lead to unsafe conditions then the Supplier may suspend the Agreement, for example in adverse weather conditions. In these circumstances, Hire Fees shall remain payable by the Customer in full.
- 9. Sale of Goods**
- 9.1 The provisions of this condition shall apply to all contracts for the sale of consumables or other Goods by the Supplier to the Customer whether such sale is made in conjunction with the hire of Equipment or Personnel or otherwise.
- 9.2 Risk in the Goods shall pass to the Customer upon delivery taking place or the Customer collecting from the Supplier's premises. The Customer shall be deemed to have accepted the Goods if they are not returned to the Supplier within 24 hours (or, if used, lost or damaged by the Customer prior to that, then upon first being so used, lost or damaged). After acceptance the Customer shall not be entitled to reject Goods which are not in accordance with the Agreement. Where the Customer rejects any Goods then the Customer shall have no further rights whatever in respect of such Goods or the failure by the Supplier to supply goods which conform to the Contract.
- 9.3 Notwithstanding delivery and/or acceptance of the Goods, title in the Goods shall not pass from the Supplier until the Customer has paid the price for the Goods in full and no other sums whatever shall be due from the Customer to the Supplier.
- 9.4 Until title in the Goods passes to the Customer, the Customer shall hold the Goods and each of them on a fiduciary basis as Bailee for the Supplier. The Customer shall store the Goods (at no cost to the Supplier) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Supplier's property.
- 10. Insurance**
- 10.1 The Supplier provides no standard insurance cover for the Equipment. The Customer agrees to pay the Supplier the full list price (or in the case of items not normally sold, the full replacement cost) of any Equipment lost, stolen or damaged beyond economic repair (without deduction for usage wear tear or age).
- 10.2 The Customer shall keep the Equipment insured for its full replacement value throughout the Hire Period against all risks including third party risks, loss or damage by fire or theft. The Customer shall produce to the Supplier on demand evidence of this insurance policy

- 10.3 All monies received by the Customer from any insurance company or third party in settlement of any claim shall be held in trust by the Customer and paid to the Supplier on demand to the extent that any such payment is due under this clause.
- 10.4 The Customer shall not compromise or settle any claim without the express consent of the Supplier.
- 10.5 In the case of Equipment which is lost, stolen or damaged beyond economic repair the Customer shall pay an ongoing hire charge at the full list price together with interest and any consequential loss until the Equipment is replaced.

11. Liability

- 11.1 The Supplier will not be liable for any personal injury or damage to property which results from the improper use of the Equipment.
- 11.2 The Supplier shall not be liable for any loss or damage to goods supplied by the Customer to the Supplier for fitment in, or use in conjunction with the Equipment.
- 11.3 The Supplier shall be responsible for any foreseeable loss or damage that the Customer may suffer only as a result of the Supplier's breach of these Terms and Conditions or as a result of the Supplier's negligence.
- 11.4 For the avoidance of doubt, the Supplier shall not be liable for the cost of rerecording or pickups of any material which is not captured or is lost, and shall have no liability for any other costs or losses incurred by the Customer, as a result of the Equipment, Personnel or Goods supplied.
- 11.5 In any event, The Supplier's total liability under these Terms and Conditions shall be limited to the value of the contract between the Supplier and the Customer, that is, the total Hire Fees payable by the Customer.
- 11.6 Nothing in these Terms and Conditions seeks to exclude or limit the Supplier's liability for death or personal injury caused by its negligence (including that of its employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 11.7 Nothing in these Terms and Conditions seeks to exclude or limit the Supplier's liability with respect to the Customer's rights as a consumer (where the Customer is not contracting in the capacity of a business).

12. Data Protection

- 12.1 The Supplier will not share the Customer's personal data with any third parties for any reasons without the prior consent of the Customer. Such data will only be collected, processed and held in accordance with the Supplier's rights and obligations arising under the provisions and principles of the Data Protection Act 1998.

13. Termination

- 13.1 Where the Customer is an individual, the Supplier shall be entitled to terminate the Agreement in the event that:
- 13.1.1 the Customer is in breach of these Terms and Conditions;
- 13.1.2 the Customer has had their personal belongings confiscated in order to satisfy debts; or
- 13.1.3 the Customer has a receiving order made against them.
- 13.2 the Customer is a company, the Supplier shall be entitled to terminate the Agreement in the event that:
- 13.2.1 the Customer is in breach of these Terms and Conditions;
- 13.2.2 the Customer goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
- 13.3 In the event of termination for any of the above reasons:
- 13.3.1 all payments required under the Agreement shall become due and immediately payable; and
- 13.3.2 the Supplier shall have the immediate right to request the immediate return of the Equipment. If the Equipment is not returned to the Supplier on request the Customer shall be deemed to have authorised the Supplier to enter its premises or any property upon which the Supplier reasonably believes any Equipment to be using necessary means to recover the Equipment. The Customer shall be charged for any costs associated with such recovery.

14. Events Outside of the Supplier's Control (Force Majeure)

- 14.1 The Supplier shall not be liable for any failure or delay in performing its obligations where that failure or delay results from any cause that is beyond its reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, explosion,

flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond the Supplier's control.

15. Communication and Contact Details

- 15.1 The Customer may contact the Supplier by telephone at 0203 599 6938, by email at info@v2lights.co.uk, or by post at Version 2 Lights Limited, The Old Grain Store, Childs Court Farm, Ashampstead Common, Reading, RG8 8QT

16. Credits

- 16.1 If credits or acknowledgments are being made to the suppliers in the titles of a production or printed programme for which the Equipment is being used and/or which the Suppliers Personnel are engaged then the Customer shall include the credit to read "Lighting facilities supplied by Version 2".

17. Other Important Terms

- 17.1 The Supplier may transfer (assign) its obligations and rights under these Terms and Conditions (and under the Agreement, as applicable) to a third party (this may happen, for example, if the Supplier sells its business). If this occurs the Customer will be informed by the Supplier. The Customer's rights under these Terms and Conditions will not be affected and the Supplier's obligations under these Terms will be transferred to the third party who will remain bound by them.
- 17.2 The Customer may not transfer (assign) their obligations and rights under these Terms and Conditions (and under the Agreement, as applicable) without the Supplier's express written permission.
- 17.3 The Agreement is between the Customer and the Supplier. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 17.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 17.5 No failure or delay by the Supplier in exercising any of its rights under these Terms and Conditions means that it has waived that right, and no waiver by the Supplier of a breach of any provision of these Terms and Conditions means that it will waive any subsequent breach of the same or any other provision.
- 17.6 The Customer shall furnish the Supplier with all necessary information, to include, but not limited to, confidential information, that may reasonably be required for the administration and/or safety the Supplier's Personnel and fulfilment of their obligations under these Conditions and furthermore that the supply of such information shall not be unreasonably withheld.
- 17.7 The Customer by accepting Equipment warrants that they have or will obtain the appropriate licences, consents and permissions, including, but not limited to; public performance licences, royalties payable and radio communications licences under the Wireless Telegraphy Act 2006.

18. Governing Law and Jurisdiction

- 18.1 These Terms and Conditions (and the Agreement) (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 18.2 Any dispute, controversy, proceedings or claim between the Supplier and the Customer relating to these Terms and Conditions (or the Agreement) (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the non-exclusive jurisdiction of the courts of England and Wales.