

Quadrant Events Ltd

General Sales Terms and Conditions

Hire Summary

1. Definitions

1.1 Agreement

Means the agreement which incorporates these terms and conditions, and unless otherwise stated, the date of this Agreement shall be the date of the Customer's acceptance of an offer from Quadrant, or the date of Quadrant's acceptance of an order from the Customer

1.2 Charges

Means the price and all charges and other amounts payable for all Deliverables to be supplied by Quadrant under this Agreement

1.3 Customer

Means the purchaser or hirer of the Deliverables under this Agreement

1.4 Deliverables

Means all goods, software, services and works to be supplied or hired by Quadrant under this Agreement, including design, development and installation services

1.5 Normal Working Hours

8:00 am to 6:00 p.m. Monday to Friday (excluding statutory and English bank holidays)

1.6 Quadrant

Means Quadrant Events Limited

1.7 Specifications

Means any quotation, offer, order, acceptance and/or other document forming part of this Agreement, including any plan, specification or design to be developed by or agreed with Quadrant under this Agreement.

2. Application

2.1 Incorporation

These terms and conditions shall apply to all quotations, offers, orders and contracts for the supply or hire of goods, software, services or works by Quadrant. All terms and conditions of the Customer are hereby excluded, and Quadrant shall not in any event be deemed to have accepted any terms and conditions of the Customer by course of conduct.

2.2 Quotations and Orders

Quadrant's quotations are not legally binding offers. Any quotation or offer made by Quadrant shall be valid for no more than 7 days from its date. The Customer's orders shall be subject to acceptance by Quadrant.

3. Supply and Delivery

3.1 Supply Obligation

Quadrant agrees to supply and deliver and the Customer agrees to take delivery of and pay for all Deliverables in accordance with the terms of this Agreement.

3.2 Specifications

The specifications for the Deliverables shall be as stated in the Specifications, or to the extent not so stated, shall be in accordance with Quadrant's specifications, or for Deliverables manufactured or supplied by a third party, that third party's specifications. Quadrant's accept no liability in relation to the inaccuracy of any specifications of any third party manufacturer or supplier.

In relation to any equipment forming part of the Deliverables the Customer shall accept any different or substitute equipment, if its functionality is substantially the same as or better than the equipment originally proposed to be supplied (and the customer shall be responsible for adapting to any differences in the functionality, design or interfaces with that equipment).

3.3 Implementation

Quadrant shall be entitled to determine the plan and method for the design, development, supply, and installation of the Deliverables.

3.4 Place of Delivery

Unless otherwise stated in the Specifications, Quadrant may make an additional charge for delivering any Deliverables to any premises of the Customer or any third party.

3.5 Time for Delivery

Time for delivery or performance is not of the essence. Any specified dates or times for delivery or performance are estimates only, and failure to deliver or perform by such dates or within such times shall not be a breach of this Agreement, unless Quadrant have specified in writing that such dates or times are final. If Quadrant shall fail to deliver or perform by any specified date or time, Quadrant will deliver the Deliverables and perform this Agreement by such reasonable final date or time as Quadrant shall further specify.

Quadrant shall not be considered to be in fundamental breach of this Agreement for failure to deliver or perform, until the Customer has given to Quadrant notice on or after any final date or time for delivery or performance.

3.6 Inspection and Acceptance

The Deliverables shall be considered to have been accepted by the Customer when the Deliverables have substantially met any specified acceptance tests, or if the Customer commences using the Deliverables in the course of its business.

3.7 Refusal to take delivery and stand down costs

If Quadrant is unable to get access to the site at the times agreed with the Customer or otherwise to get any reasonable access to the site or is only provided with limited or reduced access to any site against that agreed with the Customer, or the Customer refuses to take delivery of the Deliverables when tendered, or any site is not ready for installation of the

Deliverables or performance of any work on the dates agreed with Quadrant or in a reasonable time, or the Customer wrongfully rejects the Deliverables, then unless due to the neglect or default of Quadrant. Quadrant shall be entitled to invoice and the Customer shall pay for all such Deliverables as if they had been delivered or performed when planned.

3.8 Suspension

Quadrant shall be entitled to withhold delivery of any Deliverables and suspend performance of this Agreement if: (1) any Charges are overdue on any account whatsoever, and the Customer fails to pay those overdue charges within 2 days of demand from Quadrant; or (2) Quadrant has reasonable grounds for considering that the Customer will not pay or be able to pay for the Deliverables, or Quadrant would be entitled to terminate this Agreement under any term of this Agreement, and the Customer fails to pay for such Deliverables in advance on demand from Quadrant or to provide a bank guarantee in respect of payment of the Charges acceptable to Quadrant.

4. Charges and Payment

4.1 Obligation to Pay

The Customer shall pay all Charges in accordance with the terms of this Agreement. Time for payment of the Charges is of the essence of this Agreement.

4.2 VAT

All Charges and other amounts payable by the Customer are exclusive of value added tax, which the Customer shall pay in addition at the rate applicable from time to time.

4.3 Additional Charges

Unless otherwise stated in the Specifications, all prices and other Charges are on an ex-works basis. Unless otherwise stated in the Specifications, Quadrant shall be entitled to make an additional charge for: (1) the costs of delivery, carriage, insurance in transit, and installation of any Deliverables; (2) any customs duties or taxes payable in respect of the Deliverables; (3) travel, accommodation and subsistence which may be required in providing any Deliverables; (4) any additional costs and expenses and/or wasted expenditure or labour costs incurred by Quadrant, or provision of any installation or other services outside Normal Working Hours, as a result of any interruptions, delays or additional work due to any cause other than the neglect or default of Quadrant (including any delay in performance, breach, and non-performance of this Agreement by the Customer for any reason, any delay, act or omission of any of the Customer's staff or contractors, and any errors or omissions in any information provided by the Customer). Where Quadrant is entitled to make an additional charge under this Agreement, it may charge for all labour provided at its prevailing labour rates, for all additional goods and materials provided at cost plus 40%, and for all reasonable additional and wasted labour and other costs and expenses.

4.4 Invoicing and Payment

Unless otherwise stated in the Specifications:

- (a) Quadrant may invoice for all Deliverables on or before delivery and payment shall be made on delivery. Where the Customer has a credit account with Quadrant, the Customer shall pay such invoices within 30 days of receipt; and
- (b) Quadrant may invoice for any periodical Charges in advance of the period to which they relate any payment shall be made by the start of the period to which they relate.

4.5 Currency and Payment Method

The Customer shall pay all Charges in Pounds Sterling by cheque (with posting at the Customer's risk) or bank transfer to the account nominated by Quadrant. Payment shall not be considered to have been made until credited in cash or cleared funds by the due date.

4.6 Interest

If any Charges become overdue, then the Customer shall in addition pay daily interest on those Charges at the rate of 4% per annum above the base rate of Barclays Bank plc from the due date to the date payment is made (before as well as after any judgement).

4.7 No Set-Off

The Customer shall pay all Charges in full without any set-off, counterclaim, deduction or withholding, except for deductions or withholdings required by law.

4.8 Recovery Costs

The Customer shall pay all costs and expenses (including legal costs) incurred by Quadrant in enforcing payment of any Charges, and recovering any Deliverables or other materials which the Customer is obliged to return or Quadrant is entitled to repossess.

5. Customer's Obligations

5.1 General Assistance

The Customer shall assist and facilitate the performance of this Agreement by Quadrant, including ensuring that its staff assist and co-operate with Quadrant.

5.2 Information

The Customer shall promptly provide on request all information which Quadrant requires to perform this Agreement. Quadrant shall have no liability to the Customer for any errors, omissions or defects in any information provided by the Customer.

5.3 Access

Where Quadrant is to install any Deliverables or carry out any other work at any site, the Customer shall: (1) clear and prepare any relevant parts of the site ready for the installation and work by any agreed dates and in accordance with any requirements of Quadrant; (2) provide Quadrant with free and safe access to the site on foot and by vehicle, including suitable unloading and storage areas next to any building where any installation or other work is to be carried out; (3) provide Quadrant with reasonable facilities at the site near to where any work is to be carried out, including appropriate storage areas and power supply; (4) comply with all laws in relation to the site, including COHSE, and shall, where any personnel of Quadrant is to work alone, provide an escort adequately trained in health and safety to offer or be able to call for first aid assistance, and where there is more than one, have a staff member on site adequately trained in health and safety; (5) conduct and provide Quadrant prior to going on site a risk assessment, paying particular attention to the risk of electric shock and falls; (6) be responsible for carrying out and for the cost of opening up, dismantling, or demolishing and subsequent reinstatement of any works, structures, premises or equipment at the site necessary to enable Quadrant to carry out any installation or other work. Quadrant shall be entitled to make an additional charge (including for any resulting additional work, time or expense) if the Customer fails to comply with these terms.

5.4 Confidentiality

The Customer shall keep confidential and not disclose to any person (other than in confidence to its employees who need to know the same or as required by law) any information, software, or

other materials supplied by Quadrant in connection with this Agreement, and shall and return them to Quadrant on request, except for any Deliverables which the Customer is entitled to retain.

6. Limitation of Liability

6.1 Liability which is Limited

The liability which Quadrant is limiting in this Agreement (the "Default Liability") is Quadrant's liability to the Customer (including in respect of losses suffered by the Customer or third parties) for or arising out of (1) any breach of this Agreement or any collateral agreement; (2) negligence or breach of statutory duty in or in the course of performing or otherwise in connection with this Agreement; (3) the acts or omissions of Quadrant's officers, employees, agents or contractors in or in the course of performance of or otherwise in connection with this Agreement; (4) accidental or negligent misrepresentation in connection with this Agreement; (5) any Deliverables not conforming to the requirements of this Agreement; (6) any loss or damage of any property bailed to or possession of which is given to Quadrant under this Agreement; and (6) any other liability arising under or out of this Agreement, in each case whether such liability is in contract, tort, statute or otherwise.

6.2 Liability not Limited

Quadrant does not limit or exclude its Default Liability for personal injury or death due to its negligence, or for fraud or fraudulent misrepresentation, or the statutory rights of a consumer, or any other liability to the extent that it may not be excluded by law.

6.3 Property Damage

Quadrant's Default Liability for the cost of repairing or replacing any property lost, damaged or destroyed due to Quadrant's negligence, shall be limited to £1,000,000 in aggregate for all events and circumstances giving rise to such Default Liability. All other Default Liability of Quadrant for loss or damage to any property is hereby excluded.

The Customer shall bear all risks of loss or damage to any equipment, goods or other property belonging to the Customer or any other person which the Customer provides to Quadrant under this Agreement or in respect of which any Deliverables are to be provided (including fire, theft, vandalism, and accidental damage), other than damage caused by the negligence of Quadrant, from the point of hand over of that property for carriage to Quadrant until returned to the Customer, and Quadrant excludes any Default Liability it may have for such loss and damage. The Customer shall be responsible for maintaining insurance in respect of those risks.

If Quadrant has any liability to that third party in negligence, tort, under the law of bailment or otherwise howsoever in respect of any loss or damage to any property, for which Quadrant would (but for the terms of this Agreement) also have a Default Liability to the Customer, the Customer shall indemnify Quadrant against such third party liability to the extent that it exceeds the liability of Quadrant for loss or damage to property under this Agreement (assuming that all limitations and exclusions of liability in this Agreement are valid).

6.4 Basic Limitation

With the exception of liability for loss or damage to property limited above, Quadrant's Default Liability to the Customer shall be limited to the total Charges payable for the Deliverables in aggregate for all Default Liabilities.

6.5 General Limitation

In any event, with the exception of liability for loss or damage to property limited above, the Quadrant's total Default Liability shall not exceed £50,000 in aggregate for all Default Liabilities.

6.6 Liability Completely Excluded

In any event, Quadrant excludes and shall not have any Default Liability for (1) any special, indirect or consequential loss, or (2) any loss of profit, use, expectation, anticipated savings, data, production, business, revenue, use, contract or goodwill, or (3) any wasted costs or expenses, liability, commitment, contract or expenditure incurred in reliance on or expectation of the Deliverables being provided in accordance with this Agreement, or (4) losses suffered by third parties or any liability of the Customer to any third party.

6.7 Risks

The Customer acknowledges and agrees that where it is relying upon delivery of the Deliverables on time and in conformity with this Agreement for any purpose (and is entering into contracts, incurring expenditure or otherwise making any other arrangements in reliance on this, including booking event venues), that unless expressly agreed in writing by Quadrant, the Customer expressly assumes the risks of any losses and liabilities it may suffer under such arrangements should the Deliverables not be delivered on time or in conformity with this Agreement, and that Quadrant shall have no Default Liability in respect of such arrangements, risks, losses or liabilities.

7. Suspension and Termination

7.1 Non-Payment

Quadrant shall be entitled to terminate this Agreement immediately by notice to the Customer, if any Charges shall become overdue and the Customer shall not pay those overdue Charges within 7 days after receiving notice of such overdue amounts.

7.2 Breach

A party may terminate this Agreement immediately by notice to the other party, if the other is in material breach which is either not capable of remedy, or if capable of remedy is not remedied within 30 days of notice of the breach.

7.3 Insolvency

A party may terminate this Agreement at any time immediately by notice to the other party (or any partner of a party who is a partnership) shall (1) be unable to pay its debts (within the meaning of Section 123 or Section 268 of the Insolvency Act 1986 as applicable), or (2) be liquidated or wound up or declared bankrupt, or (3) have a petition for winding up or bankruptcy presented against it which is not withdrawn in 30 days, or (4) pass a resolution for voluntary winding up, or (5) have a petition for the appointment of an administrator is presented against it, or (6) have an administrator, receiver or administrative receiver appointed to the whole or any part of its undertakings of assets, or (7) convene any meeting of its creditors or make an arrangement or otherwise compound or compromise with its creditors, or (8) if any equivalent event happens to that party under the laws of any relevant jurisdiction.

8. General

8.1 Entire Agreement

This Agreement is the entire agreement between Quadrant and the Customer and cancels and supersedes any and all previous agreements, arrangements, or understandings (whether oral or written, express or implied) between Quadrant and the Customer relating to the subject matter of

this Agreement. Except for the express written terms of this Agreement, the Customer acknowledges and agrees that in entering into this Agreement it has not relied on any warranty, statement, or representation of Quadrant. Nothing in this Clause shall affect any liability of Quadrant for fraudulent misrepresentation.

8.2 Transfer

The Customer shall not be entitled assign or transfer this Agreement without the prior written consent of Quadrant.

8.3 Sub-Contracting

Quadrant may sub-contract its obligations under this Agreement.

8.4 Third Party Rights

No person other than Quadrant and the Customer shall have the benefit of or be entitled to enforce or rely on any term of this Agreement, and the Contracts (Rights of Third Parties) Act 1999 shall not apply. Quadrant and the Customer may cancel or vary any of the terms of this Agreement without the consent of any other person.

8.5 Variations

No variation to this Agreement shall be valid unless agreed to in writing by a Director or duly authorised representative of Quadrant.

8.6 Invalid Terms

Each of the terms of this Agreement is separate and severable. If any term is held to be void or invalid by any court, it shall be severed from this Agreement, and the remaining terms of this Agreement shall continue in full force and effect.

8.7 Waiver

No failure, delay or forbearance by Quadrant in enforcing any term of this Agreement or exercising any right or remedy under this Agreement shall operate as a waiver of such term, right or remedy.

8.8 Notices

Notices under this Agreement shall be in writing and sent by hand, recorded delivery, first class post or fax to the other party at its address stated in this Agreement, or such other address as that party may notify as its address for notices from time to time. Notices shall be deemed to be received if sent by hand, or recorded delivery, on delivery, if sent by first class post, on the 2nd day following the day of posting, and if sent by facsimile, on completion of uninterrupted transmission.

8.9 Interpretation

In this Agreement: a reference to a "person" includes a reference to a company or other body corporate, association, partnership or individual; a reference to the singular shall include the plural and vice versa; a reference to any gender shall include every gender.

8.10 Law

This Agreement shall be governed by the laws of England and Wales, and subject to the exclusive jurisdiction of the courts of England and Wales.

9. Hire Terms

9.1 Application

Where the Customer is to hire any goods from Quadrant or otherwise to have possession of any goods belonging to Quadrant or a third party (the "Hire Goods") the following specific terms shall apply

9.2 Hire Period

The period of hire shall commence on the date of delivery of the Hire Goods to the Customer. The hire period shall be as agreed in writing by Quadrant, but if the Customer is a partnership or individual shall terminate automatically 3 months from and including the date of delivery.

9.3 Title

The Customer shall have no property, right or interest in the Hire Goods other than as hirer and shall not have any right to purchase the Hire Goods.

9.4 Rentals

Subject to any agreed earlier payment terms, all Charges payable for such hire shall be payable at the latest by the last day of the hire period. The Customer's liability to pay any Charges shall not be affected by the loss, theft or damage of any Hire Goods.

9.5 Use

The Customer shall handle, use, and store the Hire Goods with reasonable care and skill and in accordance with any operating instructions.

9.6 Location

The Customer shall keep the Hire Goods at all times at the location agreed with Quadrant.

9.7 Access

The Customer shall allow Quadrant access to the Hire Goods for the purposes of inspection, removal, operation and maintenance promptly on request.

9.8 Risk

The Hire Goods shall be at the risk of the Customer from the date of delivery to the Customer, until the date they are re-delivered to or collected by Quadrant from the Customer.

9.9 Loss and Damage

The Customer shall protect the Hire Goods from theft, loss or damage. If any Hire Goods are lost, stolen or damaged for any reason other than the negligence or default of Quadrant, the Customer shall pay to Quadrant the cost of repairing, replacing or recovering those Hire Goods. Replacements for any Hire Goods shall be on a new for old basis.

9.10 Insurance

Unless otherwise stated in the Specifications, or Quadrant insures the Hire Goods as provided below, the Customer shall insure all Hire Goods against theft and all usual risks of loss or damage with reputable insurers for their full replacement value, under a policy which names Quadrant as additional insured, is without excess, and confirms that the insurers are not entitled to replace the Hire Goods. Quadrant may at its discretion insure the Hire Goods and may require the customer to pay the premium therefore.

9.11 Excess

If the Hire Goods are insured by Quadrant, the Customer shall be liable to pay Quadrant on demand the amount of any uninsured or unrecovered losses (including the excess of £300) on any claim under such policy for the loss theft or damage of the Hire Goods for any reason other than the negligence or default of Quadrant.

9.12 Cancellation

This agreement may only be cancelled on Quadrant's written acceptance. Where Quadrant so accepts, Quadrant reserves the right to charge the client the amount of any losses or expenses howsoever resulting from such a cancellation.

Where Quadrant doesn't accept such cancellations, Quadrant reserves the right to recover the full hire charge from the client.

9.13 Transfer

The Customer shall not part possession with, loan, hire, sell, dispose of, destroy or charge as security the Hire Goods.

9.14 Return

The Customer shall promptly return all Hire Goods to Quadrant at the end of the hire period or on earlier termination, and shall pay Quadrant's reasonable costs (including legal costs) in recovering any Hire Goods which the Customer fails to return.

May 2012

Quadrant Events Limited.