



+44 (0)20 7733 4488 • www.equip.london

Terms & Conditions of Event & Production Services

(September 2025)

1. Definitions

1.1 In these Conditions, unless the context otherwise requires:

- **“Business Day”** means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- **“Commencement Date”** means the date on which the Contract is formed in accordance with Condition 2.
- **“Conditions”** means these terms and conditions of services and hire together with the Quotation.
- **“Contract”** means the agreement between equip and the Hirer comprising the Quotation and these Conditions, together with any documents expressly incorporated by reference.
- **“Consumables”** means items supplied on a sale basis, including without limitation tape, lamps, paints and other such consumable items.
- **“Content”** means any material, data, images, audio, video, logos, branding, or other media supplied by the Hirer for use in connection with the Services.
- **“Data Protection Legislation”** means the UK General Data Protection Regulation (Regulation (EU) 2016/679 as it forms part of domestic law under the European Union (Withdrawal) Act 2018), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any other applicable data protection or privacy laws in force from time to time in the United Kingdom.
- **“Delivery”** means delivery of the Equipment and/or Consumables at the Location.
- **“Equipment”** means the equipment described in the Quotation, together with all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions.
- **“Fees”** means the hire fees, charges for Consumables, delivery charges, expenses and other sums payable under the Contract.
- **“Force Majeure”** has the meaning given in Condition 15.
- **“Hirer”** means the person, firm, company or other organisation hiring the Equipment or purchasing the Consumables and/or receiving the Services.
- **“Location”** means the address specified in the Quotation at which the Equipment is to be delivered and/or the Services performed.
- **“Personnel”** means employees, agents or subcontractors engaged by equip.
- **“Quotation”** means the written quotation issued by equip to the Hirer describing the Equipment, Consumables and/or Services.
- **“Services”** means any services supplied by equip to the Hirer, including without limitation production management, technical support, livestreaming, digital content management, scenic build, design, installation and de-rig.
- **“Software”** means any software supplied by equip for use with the Equipment, whether owned by equip or a third party.
- **“Software Licence”** means the licence granted under Condition 5.

1.2 Unless a contrary indication appears, any reference in the Contract to a statute or statutory provision is a reference to it as amended, re-enacted or replaced under the laws of England and Wales.

2. Formation of Contract

2.1 The Contract shall come into being upon the earlier of:

- (a) equip's written confirmation to the Hirer that it has received and accepts the Hirer's email, purchase order, signed quotation or other written communication indicating acceptance of the Quotation and these Conditions; or
- (b) the Delivery of Equipment or Consumables, or the commencement of the Services, (the "Commencement Date").

2.2 Upon receipt of equip's written confirmation of acceptance, the Hirer shall sign and return the confirmation notice, or provide written acknowledgement by email, as soon as practicable.

2.3 If the Hirer is contracting as a consumer (as defined in section 2 of the *Consumer Rights Act 2015*), the Hirer shall also have the statutory rights of cancellation under that Act. Nothing in these Conditions affects those statutory rights.

3. Equipment

3.1 The Equipment shall at all times remain the property of equip (or of equip's suppliers or subcontractors, as applicable). No title to, or ownership of, the Equipment shall pass to the Hirer or to any third party.

3.2 The Hirer shall not sell, assign, mortgage, charge, pledge, underlet or lend the Equipment or any interest in it, nor allow any lien to be created over it.

3.3 The Hirer shall keep the Equipment in its own possession and control, and shall not remove it from the Location without equip's prior written consent.

3.4 The Hirer shall ensure that equip's title to the Equipment is maintained and shall not do anything inconsistent with such title.

3.5 The Hirer shall not sub-hire, lend or otherwise part with possession of the Equipment without equip's prior written consent. Where consent is given, any such arrangement shall not relieve the Hirer of its obligations under this Contract and shall be made on terms no less stringent than these Conditions.

3.6 The Hirer shall keep the Equipment in a safe and secure environment at all times, and shall use it only for its intended purpose and in a proper manner.

3.7 The Hirer shall ensure that the Equipment is operated only by properly qualified and competent persons.

3.8 The Hirer shall ensure that the Equipment is not used for any purpose for which it is not designed, and shall comply with all laws, regulations and codes of practice applicable to its use.

3.8.1 The Hirer shall not cause or permit any item of Equipment to be used in any manner contrary to the *Health and Safety at Work Act 1974*, any other applicable health and safety legislation, or any regulation in force in the United Kingdom.

3.9 The Hirer shall not make additions, alterations or modifications to, or remove any part of, the Equipment without equip's prior written consent. Any such unauthorised modification shall be deemed damage for the purposes of clause 6.7.

3.10 Where Equipment is installed or operated at a third-party venue, equip shall be responsible only for direct physical damage to the venue fabric or infrastructure where such damage is proved to have been caused by the negligence of equip, its employees or subcontractors.

3.11 Venue obligations

Where Services are provided at a venue:

- (a) equip shall comply with the venue's rules, regulations and policies, including any listed building restrictions, rigging limitations, power usage rules, fire safety requirements, and licensing conditions;
- (b) equip shall be responsible only for direct physical damage to the venue fabric or infrastructure where such damage is proved to have been caused by the negligence of equip, its employees or subcontractors;
- (c) equip shall not be responsible for pre-existing conditions at the venue, or for any element of the venue's infrastructure provided by the venue or a third party;
- (d) where the Hirer contracts equip at a venue where equip is not an accredited supplier, the Hirer shall remain responsible for securing all venue consents, approvals and access permissions necessary for the Services.

4. Consumables

4.1 The risk in and title to the Consumables shall pass to the Hirer on completion of Delivery.

4.2 Nothing in this clause affects the rights of a Hirer contracting as a consumer under the *Consumer Rights Act 2015*.

5. Software Licence

5.1 This Condition 5 applies where the Equipment includes any Software.

5.2 In consideration of the Fees, equip grants to the Hirer a non-exclusive, non-transferable Software Licence for the duration of the Contract.

5.3 The Hirer shall:

- (a) use the Software only for the purpose for which it is supplied;
- (b) not install, copy, back up, adapt, reverse engineer, decompile, disassemble, modify or make error corrections to the Software, except as expressly permitted by law;
- (c) notify equip promptly of any unauthorised use;
- (d) not sublicense, assign or novate the Software Licence;
- (e) comply with all third-party licence terms provided with the Software.

5.4 The Hirer remains responsible for ensuring it has all necessary intellectual property rights, consents and licences to use any third-party content with the Equipment or as part of the Services.

6. Payment

6.1 The Hirer shall pay the Fees (together with any VAT) in accordance with the terms set out in the Quotation, or if no date is specified for payment, on or before the earlier of:

- (a) three Business Days prior to the Delivery Date; or
- (b) 30 days from the date of equip's invoice.

6.2 In addition to the Fees, the Hirer shall reimburse equip for any reasonable expenses incurred wholly and exclusively in connection with the Services, including without limitation parking, travel, accommodation and subsistence. Where practicable, such expenses shall be agreed in advance with the Hirer; however, equip may recover reasonable unforeseen expenses where advance agreement is not possible. Such expenses shall be payable within 30 days of invoice.

6.3 Time for payment shall be of the essence.

6.4 The Hirer shall not set off any sums due from equip against amounts due under this Contract.

6.5 If the Hirer fails to make any payment by the due date, equip may:

- (a) cancel any discounts agreed;
- (b) suspend provision of Equipment or Services;
- (c) apply any payment received against outstanding balances; and
- (d) charge statutory interest and compensation in accordance with the *Late Payment of Commercial Debts (Interest) Act 1998*.

6.6 Payment is deemed made only when received in cleared sterling funds to equip's nominated bank account.

6.7 Where Equipment is returned late, lost, stolen, damaged or destroyed, the Hirer shall pay additional Fees at the hire rate until repair or replacement, or for up to 13 weeks, whichever is

sooner. In addition, the Hirer shall pay the full cost of repair or replacement, as reasonably determined by equip.

6.8 Where Services (including production, streaming, content management or technical delivery) are cancelled or curtailed by the Hirer, Fees shall remain payable in accordance with clause 7 (Cancellation).

7. Cancellation

7.1 If the Hirer wishes to cancel the Contract (in whole or in part) for any reason other than loss, theft or damage to the Equipment under Condition 6.7, the Hirer shall give notice in writing to equip.

7.2 If the Contract is cancelled due to loss, theft or damage to the Equipment under Condition 6.7, no cancellation fees shall apply.

7.3 If the Hirer cancels all or part of the Contract for any other reason, the Hirer shall pay the following charges, which represent a genuine pre-estimate of equip's losses and commitments:

- where equip receives written notice 48 hours or less from the Delivery Date, the Hirer shall pay the Fees in full;
- where equip receives written notice more than 48 hours but less than 72 hours from the Delivery Date, the Hirer shall pay 75% of the Fees, but 100% of crewing Fees will be due;
- where equip receives written notice more than 72 hours but less than 7 working days from the Delivery Date, the Hirer shall pay 50% of the Fees, but 100% of crewing Fees will be due;
- where equip receives written notice more than 7 working days but less than 14 working days from the Delivery Date, no Fees shall be payable by the Hirer, but 100% of crewing Fees will be due;
- where equip receives written notice more than 14 working days from the Delivery Date, no Fees shall be payable by the Hirer.

7.4 In addition to the above, where equip has engaged Personnel for the Contract and the Hirer cancels, the Hirer shall pay all fees and expenses incurred by equip in respect of such Personnel.

7.5 Any cancellation fees payable under this Condition 7 shall become due immediately upon cancellation.

7.6 For the avoidance of doubt, these cancellation charges apply equally to Services including production management, streaming, digital content management and technical delivery.

8. equip's Obligations

8.1 equip shall:

- (a) deliver the Equipment and/or Consumables to the Location and perform the Services with reasonable skill and care;
- (b) use reasonable endeavours to deliver the Equipment and/or Consumables and perform the Services on the dates and times agreed;
- (c) ensure that the Equipment is in good working order and conforms to UK industry standards;
- (d) provide the Hirer with such information and instructions as are reasonably necessary for the safe use of the Equipment;
- (e) carry out all work in compliance with the *Health and Safety at Work Act 1974*, and ensure that appropriate risk assessments, method statements and, where relevant, COSHH assessments are prepared and followed;
- (f) where the Services include livestreaming, digital recording or content management, use reasonable endeavours to maintain continuity of transmission and recording, but shall not be liable for interruptions or quality issues caused by factors outside its reasonable control (including third-party platforms, internet connections, or user devices).

8.2 Subject to availability, equip shall provide such Consumables as are specified in the Quotation or otherwise agreed in writing.

8.3 equip shall maintain adequate insurance cover in respect of its obligations under the Contract, including public liability and employer's liability insurance.

9. Hirer's Obligations

9.1 The Hirer shall provide reasonable cooperation to enable equip to deliver the Services, including:

- (a) ensuring access to the Location and facilities;
- (b) providing a safe and uninterrupted power supply suitable for the Equipment;
- (c) obtaining any necessary permissions, consents or licences required for the event; and
- (d) ensuring that any structures or areas provided by the Hirer or venue comply with applicable health and safety requirements.

9.2 The Hirer shall not attempt to repair the Equipment, or allow any third party to do so, without equip's prior written consent.

9.3 The Hirer shall notify equip immediately if the Equipment is lost, stolen, damaged, or if it malfunctions.

9.4 Where the Services include streaming, recording or content management, the Hirer shall:

- (a) provide equip with access to required networks, platforms or software accounts;
 - (b) ensure that all necessary permissions and releases are obtained from participants, performers and rights holders;
 - (c) indemnify equip against any claim relating to the content, rights or use of streamed or recorded material, subject to Condition 11.7.
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10. Insurance

10.1 Where Equipment is provided on a dry-hire basis (without equip personnel in attendance), the Hirer shall, at its own expense, insure the Equipment against loss, theft, damage and all usual risks on a full replacement basis, and insure against third-party liability arising out of possession or use of the Equipment.

10.2 Where Equipment is provided as part of Services delivered and operated by equip personnel, equip shall maintain insurance for the Equipment while under its custody and control. The Hirer shall not be responsible for insuring such Equipment, save that the Hirer shall remain responsible for loss or damage arising from its own acts or omissions, or those of its contractors, guests or participants.

10.3 The Hirer shall maintain adequate public liability insurance in respect of the event, and shall provide evidence of such insurance to equip on request.

10.4 If the Hirer fails to maintain the insurance required under this clause, equip may (but shall not be obliged to) arrange such insurance and recharge the cost to the Hirer.

10.5 The Hirer shall promptly notify equip of any loss of or damage to the Equipment, Venue or third-party property caused by the Hirer or its contractors, guests or participants.

10.6 equip shall not be responsible for the loss of or damage to any equipment, property, materials, data or content provided by the Hirer or any third party, unless such loss or damage is caused by equip's negligence.

11. Liability

11.1 Nothing in these Conditions shall exclude or limit equip's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be excluded or limited by law.

11.2 Subject to Condition 11.1, where Equipment is provided as part of Services operated by equip personnel, equip shall be responsible for loss of or damage to the Equipment only to the extent caused by its own negligence.

11.3 The Hirer shall remain responsible for:

- (a) damage or loss caused by its own acts or omissions;
- (b) damage or loss caused by its contractors, guests or participants;
- (c) compliance with venue rules and obtaining all necessary permissions and consents.

11.4 Subject to Condition 11.1, equip shall not be liable to the Hirer for any:

- (a) indirect or consequential loss;
- (b) loss of profits, sales, business or goodwill;
- (c) interruption, delay or technical issue affecting livestreaming, recording, broadcast or digital content, where such issue is caused by third-party platforms, internet service providers, venue infrastructure, or the Hirer's own equipment.

11.5 equip's total liability for property damage (other than to Equipment itself) shall not exceed £1,000,000 in respect of any one event or series of connected events.

11.6 equip's total liability for all other losses shall not exceed the total Fees paid under the Contract, provided that equip's liability for professional negligence shall not exceed £250,000.

11.7 The Hirer shall indemnify equip in respect of claims, costs or expenses arising directly from:

- (a) material, Content or other items supplied by the Hirer for use in connection with the Services; or
- (b) any breach of Data Protection Legislation by the Hirer in relation to data it provides. This indemnity shall not extend to losses caused by equip's own negligence or breach of contract.

12. Warranties

12.1 equip warrants that the Equipment shall substantially conform to its specification, be of satisfactory quality and fit for any purpose held out by equip, and shall remain so for the duration of the hire period.

12.2 equip does not warrant that the Equipment or Services will be suitable for any particular purpose of the Hirer unless that purpose has been expressly communicated to, and accepted in writing by, equip.

12.3 All other warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12.4 Nothing in these Conditions shall affect the statutory rights of a Hirer contracting as a consumer under the *Consumer Rights Act 2015*.

13. Term and Termination

13.1 The Contract shall commence on the Commencement Date and shall continue until completion of the Services or, where applicable, the end of the hire period specified in the Quotation, unless terminated earlier in accordance with this Condition 13.

13.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if the other party commits a material breach of the Contract and (if such breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so.

13.3 Without limiting its other rights or remedies, equip may terminate the Contract with immediate effect by giving written notice to the Hirer if the Hirer:

- (a) takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets, or ceasing to carry on business;
- (b) is the subject of a bankruptcy petition or order;
- (c) suspends or threatens to suspend, or ceases or threatens to cease, carrying on all or a substantial part of its business; or
- (d) financial position deteriorates to such an extent that in equip's opinion the Hirer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13.4 Without limiting its other rights or remedies, equip may suspend provision of the Services or all further deliveries of Equipment or Consumables under the Contract, or any other contract between the Hirer and equip, if the Hirer becomes subject to any of the events listed in Condition 13.3(a) to (d), or equip reasonably believes that the Hirer is about to become subject to any of them.

13.5 On termination of the Contract for any reason the Hirer shall immediately:

- (a) pay to equip all outstanding unpaid invoices and interest and, in respect of Services supplied or Equipment or Consumables delivered but for which no invoice has been submitted, equip shall submit an invoice which shall be payable by the Hirer immediately on receipt;
- (b) return all Equipment and any Consumables which have not been paid for. If the Hirer fails to do so, then equip may enter the Location or any premises of the Hirer or of any third party where the Equipment or Consumables are stored, in order to recover them;

(c) cease using any Software provided under the Contract and delete all copies from its systems.

13.6 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before that date.

14. Notices

14.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the address specified in the Quotation or otherwise notified for the purpose of contractual notices.

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

- (a) if delivered by hand, on signature of a delivery receipt;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 a.m. on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission, provided that no error or “bounce-back” message is received.

14.3 This Condition 14 does not apply to the service of any proceedings or other documents in any legal action, or where otherwise required by the Civil Procedure Rules.

15. Force Majeure

15.1 equip shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from a Force Majeure Event.

15.2 A “Force Majeure Event” means any event beyond equip’s reasonable control, including but not limited to:

- act of God, flood, drought, earthquake or other natural disaster;
- epidemic or pandemic;
- terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- nuclear, chemical or biological contamination or sonic boom;

any law or action taken by a government or public authority;
collapse of buildings, fire, explosion or accident;
non-performance by suppliers or subcontractors;
interruption or failure of utility service;
strike, industrial dispute or labour shortage;
failure of internet or telecommunications services;
venue closure or restrictions imposed by a venue or licensing authority.

15.3 If a Force Majeure Event prevents, hinders or delays equip's performance of its obligations for a continuous period of more than 30 days, either party may terminate the Contract by giving written notice to the other party.

15.4 On termination under Condition 15.3, the Hirer shall pay equip for all Equipment, Consumables and Services supplied up to the date of termination, but shall not be liable for any further sums.

16. General

16.1 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification or deletion shall not affect the validity and enforceability of the rest of the Contract.

16.2 Waiver

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

16.3 Assignment

The Hirer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over, or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of equip.

16.4 Variation

No variation of the Contract shall be effective unless it is in writing and signed by authorised representatives of both parties.

16.5 Entire Agreement

The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.6 Third Parties

A person who is not a party to the Contract shall not have any rights to enforce its terms under the *Contracts (Rights of Third Parties) Act 1999*.

16.7 No Partnership

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other.

16.8 Governing Law and Jurisdiction

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Acceptance of Terms

I/We confirm that we have read and agree to be bound by equip event services ltd's Terms & Conditions of Event & Production Services (Edition: September 2025).

Company Name

Company Number

Date

Signature

Print Name

Position