

Stage Management Company (“the Company”)
Terms and Conditions of Trading (“Conditions”)

1. Interpretation

In these conditions:-

“Contract” Means the contract for the sale, purchase or hire of Products and/or the provision of the Services between the Company and the Customer, incorporating these conditions;

“Customer” Means the person or business who purchases or hires the Products and/or Services from the Company pursuant to the Contract;

“Materials” Means all those materials supplied or used in the course of the provision of the Services, other than the Products;

“Products” Means those products that the Company agrees to supply to the Customer for Purchase or Hire pursuant to the Contract;

“Services” Mean the supply, installation and/or consultation of the Products (If applicable) and/or other theatrical and/or entertainment equipment and events services pursuant to the contract.

2. Application of Conditions

- 2.1 Subject to any variation under Condition 2.3, the Contract shall be on these Conditions to the exclusion of all other express conditions (including any terms and conditions that the Customer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2 No terms or conditions endorsed on, delivered with or contained in the Customer’s purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 These conditions apply to all the Company’s sales, hires, installations and all other services and any variation to these Conditions shall have no effect unless agreed in writing and signed by an authorised representative of the Company.
- 2.4 Any order or acceptance of a quotation for Products and/or Services by the Customer from the Company shall be deemed to be an offer by the Customer to purchase products and/or services subject to these Conditions. No order for products and/or services placed by the Customer shall be deemed accepted by the Company until the Company accepts the order in writing or, if earlier, the Company delivers the Products and/or provides the Services to the Customer.
- 2.5 The Customer shall ensure that the terms of its order and any required specification are accurate and complete, and that it gives the Company all necessary information relating to the Products and/or Services within a sufficient time in order to enable the Company to perform the Contract in accordance with its Terms. The quality, quantity, description and specification of the Products and/or Services shall be those set out in the Company’s quotation or written acceptance of the Customer’s order in respect thereof, provided that the Company reserves the right to make any changes in the specification of the Products and/or Services that are required to conform with any applicable safety or statutory requirements. If a specified Product and/or Service is not available, for whatever reason, a suitable alternative will be offered.
- 2.6 Any representations concerning the Products and/or Services made or given by or on behalf of the Company shall have no effect unless previously agreed in writing and signed by an authorised representative of the Company. In entering into the Contract, the Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company that is not expressly set out in the Contract, provided that nothing in these Conditions in any way excludes or limits the Company’s liability for fraudulent misrepresentation.
- 2.7 Any advice or recommendation given to the Customer of any of its sub contractors, freelance or other Staff or agents by the Company which is not confirmed in writing and authorised by an authorised representative of the Company, is followed or acted upon entirely at the Customer’s own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.8 Verbal confirmation of orders and/or acceptance of quotes is not permitted and only written quotations and order acceptances shall be valid.
- 2.9 Any typographical, clerical or other error or omission in any literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without liability on part of the Company.
- 2.10 All descriptions, specifications, drawings, illustrations, designs and particulars of weights and dimensions issued by the Company issued or published are done so for the sole purpose of providing an approximate idea of the Product(s) and/or Service(s) to which they refer and shall not form part of the Contract.

Stage Management Company

Unit 1 Accent Business Park, Barkerend Road, Bradford, West Yorkshire, BD3 9BD

W: www.stagemanagementcompany.co.uk E: info@stagemanagementcompany.co.uk T: 07731 429544

VAT: 936 5678 76

2.11 Any quotation is given on the basis that no Contract shall come into existence until the Customer places an order on the basis of such quotation and the Company despatches a written acceptance of that order. Any quotation is valid for 30 days from the date of quotation and, unless accepted within that period, will be deemed to have been withdrawn on the expiry of such 30-day period

3. Prices

- 3.1 The price for the Products and the Services shall be the Company's quoted price or, when no price has been quoted (or a quoted price is no longer valid), the corresponding price listed in the Company's price list current at the date of acceptance of the Customer's order. All prices are exclusive of V.A.T or any similar taxes, which will be added to or charged on invoices at the appropriate rate and are exclusive of the Company's charges for delivery, packaging, transport, insurance, per diems, accommodation and travel expenses including the Central London Congestion charge and other road tolls as applicable.
- 3.2 The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price for any Products and/or Services to take account of any increase in the cost supply to the Company which is due to any factor beyond its reasonable control (such as, without limitation, foreign exchange fluctuation, current regulation, alteration of duties or significant increase in the costs of labour, manufacture or materials and any changes in delivery dates, quantities or specifications of Products and/or Services required by the Customer of any delay caused by the Customer's failure to give adequate information or instruction to the Company).
- 3.3 No order that has been accepted by the Company may be cancelled by the Customer except with the prior agreement in writing by the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by the Company as a result of cancellation.
- 3.4 Without prejudice to any other right or remedy available to the Company in the event of the cancellation of an order by the Customer the Company reserves the right to make a cancellation charge as follows:-
Notice Given of Cancellation % of Total Product and/or Service Charges
8 days 25% of total project cost
7 - 2 days 50% of total project cost
Less than 48 hours 75% of total project cost

4. Payment

- 4.1 All invoices will be payable in cash, cheque or bank transfer upon or prior to delivery unless a credit facility has been granted by the Company in writing in which case payment will be due on the conditions stated on the invoice. The customer will make all payments due under the Contract in full without any deduction or withholding whether by way of abatement, counterclaim, discount, set-off or otherwise.
- 4.2 Time of payment shall be of the essence of the Contract and, where any Products are to be collected by the Customer or the Customer wrongfully fails to take delivery of any Products and/or Services, the Company shall be entitled to invoice the Customer for the price of such Products notwithstanding that collection or delivery might not have taken place.
- 4.3 Interest will be chargeable on invoices remaining unpaid following the due date at the statutory rate of interest specified by the Late Payment of Commercial Debt (interest) Act 1998 where applicable and at 4% above the base rate of Bank of England for the time being in all other cases.
- 4.4 The Company in its absolute discretion may from time to time offer the Customer a discount for Products and/or Services.
- 4.5 Without prejudice to any other right or remedy of the Company, the Company reserves the right to suspend the delivery or supply of any Products and/or Services due to be made under the Contract or any other products or services to be delivered or supplied under any other contract between the Company and the Customer, or to terminate the Contract, if there is any outstanding liability owing to the Company by the Customer, or if in its reasonable opinion the Customer will not be able to meet any future or existing liability to the Company.

5. General

- 5.1 Without the previous consent of the Company our technicians and any equipment must not be used on any abnormal or hazardous assignment or taken out of the United Kingdom or taken from the ground other than on a regular scheduled flight by any airline recognised by IATA/ABTA unless otherwise agreed by the company prior to the commencement of the hire. The Customer shall be solely responsible for obtaining all customs and VISA Clearances Licenses and permits as shall be necessary to take any project out of the United Kingdom.
- 5.2 The Customer shall ensure that an adequate insurance policy is in place to cover loss of or damage to equipment belonging to the Company before hiring equipment from the Company.
- 5.3 The Customer is advised not to use any original copyright protected materials on or in connection with the use of the Company's Products and/or Equipment, including, but not limited to any Lighting Design and Design of Creative Works including the broadcast of copyrighted materials in a public space.
- 5.4 All rights in and to any design conceived by the Company in the provision of services for the Customer shall be and shall remain the creation and property of the Company. No changes shall be made to or any recording taken, either motion capture or photographic of any design or creation with the Company's prior written approval. The Company shall reserve the right to charge a fee for this use is deemed appropriate.
- 5.5 The Company are hereby identified as the creator of all relevant creative works in accordance with Section 77 of the Copyright, Designs and Patents Act 1988.
- 5.6 The Company shall receive free billing and/or advertising in all relevant promotional material including advertising material, souvenir brochures, programmes and events acknowledgment sheets.
- 5.7 The Company reserve the right to sub contact wholly or in part any part of the Contract under it's obligations to any third party.
- 5.8 A person who is not a party to the Contract shall not have any rights under or in connection with it
- 5.9 All Customers are provided a written quotation stating clearly the Customer must read, understand and accept the terms and conditions listed herein. Continuation with the quotation and the provision of services and/or equipment to the Customer based upon the relevant quotation shall infer to the Company that the Customer has read, understood and accepted all terms and conditions listed in this document.
- 5.10 English law shall apply to the Contract and the parties hereby agree to submit to the exclusive jurisdiction of the English Courts.

All updated versions of Terms and Conditions can be viewed online at our website.

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