

## TERMS AND CONDITIONS: EQUIPMENT HIRE

**Definite Article Media Ltd (DAM)** a company registered in England and Wales under company number 10956503, and with its registered office at I 167-169 Great Portland Street, 5th Floor, London, W1W 5PF, United Kingdom, EC1A 2BN and VAT number GB 283326400;

"**CLIENT**" means the company, firm or person who has applied and booked equipment for the Event and who is the counterparty to DAM identified on the Booking Form;

"**EQUIPMENT**" means the equipment to be provided by DAM (if any) in accordance with the Booking Form, together with the accessories (if any) and cases in which the Equipment is packed and any part or parts of the same as further specified in the Booking or as may be otherwise agreed between the authorised representatives of DAM and the Client;

"**TERM**" means the period of hire of Equipment. In the case of rental of Equipment, this shall commence upon the Equipment being collected by or delivered to the Client and terminate on the date of the return of the Equipment to DAM in accordance with the Booking Form.

### CANCELLATION

The CLIENT may cancel this agreement at any point 16 weeks before the Event by notification in writing to Definite Article Media (DAM). DAM may charge a 20% administration fee for cancellation. Refunds will not be possible after this date.

### PAYMENT

Payment may be made either:

1. by bank transfer in which case DAM will issue an invoice for the full amount due (the "**Total Price**") immediately upon receipt of the Booking Form and will collect the Total Price by direct debit in the amounts and frequency outlined in the direct debit payment schedule sent to the CLIENT following the receipt by the DAM of the signed Booking Form; or
2. by any other method accepted by DAM (including cheque, credit card or debit card) in which case the Total Price shall be payable as set out below and each invoice issued shall be payable immediately upon receipt by the CLIENT:
3. In the event that the agreed terms of payment on the Booking Form differ from those set out in this clause 3, the terms of payment on the Booking Form take precedence.
4. Without limiting any of our other rights or remedies, if any payment is overdue from the CLIENT, the DAM reserves the right to (in its sole discretion) suspend the booking in respect of the Agreement.
5. The CLIENT will not be allowed to exercise the CLIENT Rights if any payment is outstanding at the first day of the Event.
6. The CLIENT shall pay 12.5% administration charge together with any applicable VAT of the value of the booking for unpaid invoices of 90 days and over. A separate invoice with the additional administration together with any applicable VAT charge will be issued to the CLIENT. Payment for the administration charge together with any applicable VAT is expected within 5 working days of issuing the invoice.

### LOSS & DAMAGE

1. Any damage to the Equipment during the Term including loss or damage caused by misuse is the sole responsibility of the Client who will be charged with the cost of repair or full replacement value of the Equipment as the case may be. For the avoidance of doubt the hire charges shall

continue to be payable for the Term or until such Equipment is repaired or replaced, whichever shall be the later.

2. The Client must not attempt to repair, adapt or alter the Equipment or request a third party to do so, without the prior written consent of an authorised representative of DAM.

### **CONDITION OF EQUIPMENT**

1. DAM shall use its reasonable endeavours to ensure that all Equipment let on hire to the Client is sound and in good order and condition at the time of install.
2. The Client shall ensure that the Equipment is at all times used in a skilful and proper manner and in accordance with any instructions given to the Client by DAM. The Client shall at its own expense at all times keep the Equipment in good condition and further shall take all precautions necessary to ensure its safety and security.
3. The Client will not open the outer case (if any) of the Equipment or of any item or part of it nor interfere in any way with the Equipment or its mechanism or any name plates or signs or serial numbers on it and will not expose the Equipment to the elements (in particular to salt water and spray) and will keep the Equipment protected in all respects.

### **INSTALL & RETURN OF EQUIPMENT**

Unless otherwise agreed in writing between an authorised representative of DAM and the Client, it shall be the responsibility of DAM to install/uninstall the Equipment from the start to completion of the Term. DAM will also be responsible for returning the equipment. All equipment to be packed up by a representative of DAM and not by the Client.

### **LIMITATION OF LIABILITY**

DAM shall not be liable for loss of business, profits, goodwill, damage to goods, loss of contract, or any other loss occasioned by cancellation save as is provided by law. DAM's total liability in tort, contract, or any other legal remedy shall not extend beyond the value of the booking fee.

If DAM cancels the event or has to transfer the event from a live to a digital event, then it will refund any booking fees paid.

DAM will use its best endeavours to ensure the Event take place on the date and at the venue stated on this website. However, in the event that the Event cannot take place on the date or at the venue stated, DAM reserves the right to move the Event to another venue or changes the date without liability and obligation to refund booking fees. All bookings will be transferred to the new venue and/ or dates. DAM shall have 48 hours from the date of change of venue or date to notify the CLIENT.

DAM transfers no rights or obligations to the purchaser other than the right to attend the awards event. DAM will not be liable for any delay, omission or failure that results from the event that is caused by factors beyond its reasonable control.

### **FORCE MAJEURE**

DAM shall not be liable for loss or damage due to delay in the performance of this agreement resulting from any cause beyond DAM direct control or due to compliance with any regulations, orders, acts, instructions, or priority requests of any government authority, acts of God, acts or omissions of the Client, fires, floods, epidemics, pandemics weather, strikes, business shutdowns, embargoes, wars, threats or acts of terrorism, riots, national or regional lockdowns, delays in transportation, delay in receiving services or materials from DAM usual sources, or failure of the hotel(s) to timely deliver the necessary premises and/or services to accommodate the Awards.

**VAT**

All charges in this agreement, on this website or elsewhere relied upon by the purchaser are exclusive of VAT unless expressly stated otherwise. The customer agrees to pay the VAT due on the furnishing of a correct invoice for the goods and services supplied.

**BRIBERY ACT**

Both DAM and the purchaser shall ensure there are no breaches of the Bribery Act 2010 or by its employers, agents or subcontractors, and that they shall not engage in dishonest behaviour.

These terms and conditions are governed by English law and subject to the authority of English courts.