

AVENTEQ

Audio Visual | Event Technology

Terms and Conditions of Business

TERMS OF TRADE FOR THE RENTAL AND THE PROVISION OF SERVICES AND SALE OF EQUIPMENT

1. DEFINITIONS

"List Price" - The price set out in the AVENTEQ price List applying at the date of supply of the Equipment or the Services

"Equipment" - The equipment under the control of AVENTEQ and supplied to the Customer on rental. This does not include equipment hired by AVENTEQ specifically for the purpose of rental to the Customer.

"Consumables" - Magnetic tape, film, slides, computer software, sets and props and all other items consumed in the use of Equipment or Services.

"Services" - The supply by or on behalf of AVENTEQ of services of any kind (other than rental of the Equipment)

"Crew" - The person(s) supplying Services on behalf of AVENTEQ

"Customer" - The person agreeing to rent Equipment Purchase Sale Equipment or purchase Services

"Sale Equipment" - Equipment sold by AVENTEQ to the customer.

2. TERMS OF TRADING

These terms of trading are the only terms upon which AVENTEQ will enter into any agreement for the supply of Equipment or Services or the sale of Sale Equipment unless expressly agreed in writing in advance and signed by a Director of AVENTEQ.

3. CREATION OF CONTRACT

3.1 No advertisement quotation price list or other documents or any verbal statement made on behalf of AVENTEQ shall constitute an offer of trade. An agreement shall only come into being by the acceptance by AVENTEQ of an unconditional offer by the Customer on these standard terms. In particular, AVENTEQ will not be bound by provisional bookings or by any representation that Equipment or Services are or may be available for any proposed period of rental or supply.

3.2 AVENTEQ reserves the right notwithstanding any quotation or acceptance of the Customer's offer which relates to specific equipment to substitute other Equipment of comparable performance and quality.

4. PRICE

Unless otherwise stated in writing the rental for Equipment or charge for the Services payable will if standard Equipment or Services be at List Price subject to any discount that may be extended to the Customer. Any other price or any price for other Equipment or Services will be by separate negotiation and must be specified in writing by AVENTEQ. Any written quotation (which shall not be an offer but an invitation to treat) on which basis an offer is made by the Client and accepted by AVENTEQ shall be subject to right of AVENTEQ to correct at any time (whether before or after the performance of any agreement) patent errors and omissions. The Customer will in addition pay the Value Added Tax chargeable.

5. PAYMENT

5.1 Where the Customer holds an account with AVENTEQ then, for so long as AVENTEQ continues to accept such arrangements, amounts payable to AVENTEQ shall become due 30 days after the last day of the calendar month in which the relating invoice was issued. Invoices may be issued by AVENTEQ forthwith upon the completion of the supply by AVENTEQ but where the supply of Equipment or Services is for more than seven consecutive days AVENTEQ may issue invoices for each period of seven days with a balancing invoice on completion of the supply.

5.2 Customers who do not hold a valid account with AVENTEQ shall pay in advance or in accordance with any payment schedule agreed by AVENTEQ.

5.3 AVENTEQ reserves the right to charge interest on overdue sums at 4% above the current Bank of England base rate compounding monthly.

5.4 All amounts payable to AVENTEQ shall be paid without deduction withholding or set-off of any kind by the Customer.

6. PERIODS OF RENTAL AND CANCELLATION

6.1 The period of rental or supply of services will be as initially specified by the Customer and accepted by AVENTEQ but in the case of any Customer who is not a body corporate may not exceed the period of 3 months.

6.2 AVENTEQ may agree to extend the period of rental or supply but may at its absolute discretion decline to do so.

6.3 Customers may cancel orders for Equipment or Services only on payment of the following sums which are based, inter alia, on AVENTEQ's estimate of its loss of profit and likelihood of finding alternative customers for the Equipment or Services agreed:

Days notice	% of first 7 days Rental / Service Charge	% next 7 days Rental / Service Charge	Remaining Period
0-7	100	75	Nil
8-14	75	50	Nil
15-30	50	Nil	Nil

PROVIDED that where at the request of the Customer AVENTEQ has specially purchased Equipment the Customer shall pay the whole of the rental which would have been payable for that Equipment.

6.4 The Customer may upon payment of the appropriate cancellation fee terminate the rental or services prior to end of the period contracted on a similar basis, the early termination being equivalent to cancellation without notice and the percentage scales apply to the remaining period of rental or services.

7. DELIVERY, RISK AND TITLE

7.1 Unless otherwise agreed by AVENTEQ, delivery of Equipment or Sale Equipment shall be to the Customer at AVENTEQ's premises and all transportation and similar costs shall be the responsibility of the Customer. If AVENTEQ agrees to deliver or arrange delivery other than at its premises, this will be subject to an additional charge to be notified separately. The period of rental will commence upon despatch by AVENTEQ and not upon receipt of the Customer. Time shall not be of the essence in delivery of Equipment.

7.2 If delivered by AVENTEQ, risk in the Equipment or Sale Equipment shall pass to the Customer upon delivery to it and otherwise upon leaving AVENTEQ's possession whether to the Customer or to any carrier (whether nominated by AVENTEQ or not).

7.3 All consumables belonging to or under the control of the Customer and held by AVENTEQ or being delivered by AVENTEQ or its carriers will in all respects be held or delivered at the risk of the Customer.

7.4 Title in any Sale Equipment supplied to the Customer shall remain vested in AVENTEQ until the purchase price, VAT and any other charge owing to AVENTEQ in connection with the supply have been paid to AVENTEQ.

8. SAFEKEEPING AND USE OF EQUIPMENT

At all times until the Customer has returned Equipment to AVENTEQ, the Customer will procure that:

- (a) the Equipment is used in a careful and proper manner complying with all requirements of law relating to its possession and use and that all instructions and recommendations made in any handbook or other instructions relating to the Equipment, whether written or verbal, are complied with;
- (b) The Equipment is not interfered or any alteration, addition, repair, dismantling, adjustment or other works carried out on it except in the course of ordinary use and operation of the Equipment;
- (c) The Equipment is kept in its custody and possession and that no lien or other possessory right arises over it and if such a right arises, is discharged;
- (d) The Equipment is not used in any abnormal or hazardous circumstances or manner without AVENTEQ express prior written consent;
- (e) As soon as reasonably possible and in any event within 48 hours, AVENTEQ is notified of any defect in or loss or damage to the Equipment and the Customer will not assert or purport to assert any claim to property or any other possessory right in the Equipment as against AVENTEQ or any person from whom AVENTEQ derives title.

9. INSURANCE

9.1 Notwithstanding that the Equipment shall be held at the Customer's risk, unless expressly agreed by AVENTEQ, the Customer shall ensure that it has and maintains during the period of rental or supply of services in full force and effect such insurance cover as AVENTEQ requires including without limitation cover against all normally insurable risks relevant to the equipment to its full replacement value, public liability cover loss or damage arising from or caused by the Equipment or Crew and for injury death or disability of Crew in the course of providing Services. The Customer shall satisfy AVENTEQ that such cover is in place and effect and if required provide copies of any such policies.

9.2 Where AVENTEQ expressly agrees in advance that the Customer will not be responsible for insurance the insurance will be effected by AVENTEQ on behalf of AVENTEQ and the Customer against physical loss to or damage of the Equipment at the then applicable charge for such insurance and on the then current terms, a summary and full details of which are available from AVENTEQ. The terms however, will exclude liability under the policy for a first specified amount of any claim and for which the Customer will be responsible and will not provide cover for loss for damage arising out of any wilful act or negligence or for loss of use or any other consequential loss.

10. RETURN OF EQUIPMENT

10.1 The Customer shall return the Equipment in good working order and repair (subject to fair wear and tear) immediately at the end of the agreed rental period. If the Equipment is not returned when due, AVENTEQ, by its employees or agents, will be entitled at reasonable times to take reasonable steps to enter upon the premises of the Customer to recover possession of the Equipment.

10.2 If any of the following happens AVENTEQ without prejudicing any other rights it may have may immediately treat as repudiated this and any other agreements with the Customer and all sums payable to AVENTEQ by the Customer shall become immediately due:

- (i) the Customer commits a material breach of any of its obligations under these terms;
- (ii) has any receiving or administrative order made against it or is insolvent within the meaning of Section 123 of the Insolvency Act 1986 or passes a resolution or is subject to a petition for winding up or has any any receiver or trustee in bankruptcy appointed over any of its assets.

11. WARRANTIES

AVENTEQ warrants to Customers subject to the exclusions and limitations set out in paragraphs 12 that it has taken reasonable care to ensure that:

- (a) all Equipment or Sale Equipment is supplied in working order and when supplied is reasonably fit for the usual purpose for which, and under the circumstances, that the manufacturer of the Equipment intended
- (b) Crew supplied, introduced or procured by AVENTEQ are reasonably skilled and competent technically for the Services which AVENTEQ has agreed to supply them (for the avoidance of doubt AVENTEQ expressly excludes any warranty as to the creative or artistic abilities of such Crew)
- (c) Any other facilities supplied by AVENTEQ will be reasonably fit for the purpose for which AVENTEQ has agreed to supply them.

Other than as expressly set out above, AVENTEQ gives no other warranty or condition nor accepts any other duty whether statutory express or implied nor accepts any liability for any representation made on its behalf by any person unless confirmed in writing in advance by a Director of AVENTEQ.

Without implying or incurring liability on AVENTEQ in respect of the following matters the Client is put on notice that notwithstanding the above warranties Equipment it is not warranted by AVENTEQ that Equipment will not fail and the Client is advised to make provision for back up equipment for vital important Equipment.

12. EXCLUSIONS AND LIMITATIONS

The Warranties set out above and the obligations and duties of AVENTEQ its servants and agents in relation to the supply of Equipment or Services to the Customer are subject to the following exclusions and liabilities provided that nothing contained in these conditions shall purport to exclude liability of AVENTEQ for death or personal injury to the Customer.

No liability of AVENTEQ its servants or agents to the Customer shall in any circumstances arise:

- (a) where loss or damage is caused by fair wear and tear, wilful damage or negligence by the Customer or any third party, or failure to follow instructions any misuse alteration or repair to the Equipment or defective consumables.
- (b) For any loss or damage suffered by any person other than the Customer for which the Customer is in any manner liable.
- (c) If the Customer is materially in breach of its obligations to AVENTEQ including having failed to pay any sum due whether under then or any other contract with AVENTEQ.
- (d) In respect of any economic or consequential loss including but not limited to loss of trade business goodwill or profit.
- (e) For any loss or damage to any equipment to which the Equipment is connected or incompatibility of the Equipment with any other equipment or Equipment supplied by AVENTEQ at the special request of the Customer.
- (f) The cost or value of any equipment or consumable or any other thing in excess of the cost or value of the physical medium

In any case where AVENTEQ its servants and agents (and in particular, without limitation, Crew) are liable (other than for the death or personal injury to the Customer) their aggregate liability shall not exceed an amount equal to the rentals and/or charge for services.

13. INDEMNITY

Save as a result of the wilful negligence of AVENTEQ its agents or servants the Customer will indemnify AVENTEQ against all claims and demands upon AVENTEQ arising directly or indirectly out of the supply of the Equipment or Services including claims and demands for any loss damage or injury which may be suffered by any person in connection with this Agreement or in connection with the presence operation function malfunction performance or non-performance of the Equipment and / or Crew and this indemnity shall survive and remain in full force and effect notwithstanding the termination of this Agreement.

14. SEVERABILITY

If any provision of these terms is in any way illegal or unenforceable then the provision or any part of it may be severed from the remainder which will remain in full force and effect.

15. LAW

The Agreement shall be governed by English law and subject to the non-exclusive jurisdiction of the English Courts.