

Definitions

Company – eSX Productions Limited trading as “eSX Productions Ltd” and “eSX Weddings”

Client – The person(s) or company entering into the booking agreement.

Quotation – Document provided to the client, itemising products and/or services we propose to supply.

Confirmation – Document issued to the client listing products and services which are reserved for your event.

Dry Hire – Where equipment is collected and returned by the customer, or where equipment is delivered to the customer (or other location specified) but not setup by us.

The Artist – The DJ, Musician or Performer provided by the company.

Hire Period – The time the equipment and/or services are allocated to the client, including the time allowed for setting up and taking down.

1. Placing an Order

- 1.1. To place an order, the client must make a minimum payment of 25% of the total order value, or full payment in the case of the hire period falling within 30 days.
- 1.2. Trade credit account holders should supply a valid purchase order in place of the 1.1
- 1.3. A booking is considered confirmed only once the company returns a confirmation document to the client.
- 1.4. On request, equipment and/or services can be held provisionally for up to 5 days to allow time to place the order, if no request is made, bookings will be taken on a first come, first served basis.

2. Payments & Cancellations

- 2.1. Unless otherwise stated on your quotation and/or confirmation, our payment terms will be 25% of the order value due at the time of placing an order and the remaining balance due 30 days prior to any services being provided.
- 2.2. Payments are preferred by online bank transfer using the following account details:

Account Name: **ESX Productions Limited**
Sort Code: **04-06-05**
Account No: **1452 5485**

Please use your invoice number or order number as a reference, so we can identify your transaction.
- 2.3. Credit accounts are available to trade clients only and granted solely at the discretion of the company. We will

perform credit checks and take references. Please ask us for a credit application form, if required. For new clients, credit will not be granted for any services to be supplied within 30 days of the quotation acceptance – in this situation, payment terms are strictly payment with order.

- 2.4. In the case of overdue payments, we will charge late payment compensation and interest, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.
- 2.5. Failure to pay within agreed credit terms will result in the withdrawal of any trade discounts applied and an immediate hold on any services still to be provided. Services not supplied as a result of this will be treated as a cancellation and charges will apply in accordance with term 2.7.
- 2.6. In the event of the Client wishing to cancel a booking (or a booking being cancelled by us due to non-payment or overdue accounts), any advance payment that has been paid will be forfeited and cancellation charges will apply as per term 2.7
- 2.7. The cancellation charges we make will be as follows –
 - i. Notice given more than 90 days prior to event – None of remaining balance due
 - ii. Notice given 90-61 days prior to event – 50% of remaining balance due (excluding logistics costs)
 - iii. Notice given 60-31 days prior to event – 75% of remaining balance due (excluding logistics costs)
 - iv. Notice given less than 30 days prior to event – 100% of remaining balance due (excluding logistics costs)
- 2.8. The Client may adjust the fee pro-rata for any lost performance time that is the direct fault of the company. In the event of the company failing to provide the services agreed, the company shall be liable to compensate the Client up to an amount not exceeding the order value.
- 2.9. **Force majeure**
 - i. Neither the Client nor the Company shall be held liable for failure or delay in the performance of its obligations under this Contract, if such performance is delayed or hindered by the occurrence of an unforeseeable act or event which is beyond the reasonable control of either party (“Force Majeure Events”).
 - ii. Acts or events constituting Force Majeure Events shall include, but not limited to Act of God, government intervention, directives or policies. **For**

the avoidance of doubt this will cover any COVID related government policies which prevent your event from taking place.

- iii. The party affected by a Force Majeure Event shall notify the other as soon as soon as reasonably practicable after commencement of a Force Majeure Event.
 - iv. If your event cannot take place, there will be no penalty for cancellation or postponing.
 - v. If your order is cancelled with no postponement, we reserve the right to charge for any direct expenses incurred, or services already provided, that relate specifically to your order. For example, but not limited to, custom built items including custom fabrics and/or decorative arrangements, or the expenses of carrying out a site visit.
- 3. Supply of Products & Services**
- 3.3. Where setup and/or removal is to be carried out by the Company, this will be indicated on your quotation along with the dates and times this will take place.
 - 3.4. It is the client’s responsibility to ensure access to the hire location and setup area is available during these times. Please ensure these cover the amount of time you wish the equipment to be available to you and are agreed with the any third parties such as venues & caterers.
 - 3.5. Unless stated on your confirmation, our staff will not remain with the equipment during the hire period. You should arrange for either yourself or an authorised representative to be present in order to advise on placement of equipment and to be instructed on use of the equipment, where required. We will require a signature to confirm the equipment has been provided and demonstrated to be in suitable and working condition.
 - 3.6. Dry hire is recommended for professional users only. In this instance, the client confirms that they have a working knowledge of the equipment being provided. Whilst we shall do our best to ensure your hire is problem-free, assistance in setting up of the equipment, or support for problems arising out of misuse cannot be guaranteed, particularly outside of business hours.
 - 3.7. For new **Dry Hire** clients, two forms of ID will need to be shown when collecting the equipment. One of these should be a photographic ID such as passport or driving license and one must verify your address.

- 3.8. Should the company be preventing from setting up and/or removing at the agreed time(s), we may need to make a charge to cover our additional costs. We will notify you if this is required and fees will not exceed £30+VAT per staff member, per hour.
- 3.9. It is the client's responsibility to ensure the hire location has adequate space available to set-up and load in equipment safely. We must be made aware of any difficulties such as sets of stairs, long walkways (particularly where outside and/or on soft ground) to carry equipment along.
- 3.10. All quotes, unless noted otherwise, are provided on the assumption that the equipment can be installed by a single member of staff without specialist transport or access equipment. Failure to inform us of difficulties such as in **3.9** may mean we are physically unable to provide our services.
- 3.11. All staffing and/or related equipment hire costs should be covered by the client and these costs will be indicated on your order confirmation. If either cannot be arranged and approved by the Client at short-notice (for example, if we only become aware of difficulties when arriving for your event) no refund will be made for services that we are unable to supply.
- 3.12. Where electrical items are to be supplied, the Client will provide access to a reliable, safe and a properly earthed single phase 240 Volt mains electricity supply with a minimum of 2 separate 13amp socket outlets with a suitably rated and protected supply circuit that complies with the current I.E.E. wiring regulations.
- 3.13. For events where additional power and/or larger outlets may be required, this should be discussed in advance and appropriate power distribution and cabling will be itemised on any quotations and confirmations.
- 3.14. Should the electrical supply be deemed to be unsafe by the company the responsibility and costs of fault rectification lies solely with the Client.
- 3.15. In the event of structural, physical or technical deficiencies at the hire location and/or it's power supply, spoiling the performance or operation of the equipment, the company will not be held responsible and no refund will be given.
- 3.16. The Client will provide adequate supervision of all guests and/or customers and/or staff at the venue and will be liable for any theft or damage to the company or artiste's equipment caused by said guests, customers, staff or the Client's nominated users of the equipment. The artiste and/or company reserve the right to terminate their services at any point should we feel that our personal safety or equipment is at risk.
- #### 4. Title, Risk & Insurance
- 4.1. Nothing in this contract limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence or fraud, or fraudulent misrepresentation.
- 4.2. The company's total liability to the customer shall not exceed £5,000,000 and wholly excludes -
- Loss of profits
 - Loss of sales or business
 - Loss of agreements or contracts
 - Loss of anticipated savings
 - Loss of use or corruption of software, data or information
 - Loss of or damage to goodwill
 - Indirect or consequential loss.
- 4.3. The equipment remains the property of The Company at all times during the hire period.
- 4.4. The client is responsible for the hired equipment at all times during the hire period. In the event of the equipment being lost or stolen during the hire period, the client is liable to reimburse The Company for the full cost of the items.
- 4.5. The client guarantees that the hired equipment will not be damaged, misused or modified in any way and accepts liability for the cost of repairs or replacement should any of these occur to any items of equipment.
- 4.6. Where installation of equipment is not carried out by The Company, the client understands that a risk assessment must be carried out at the location intended for use the hired equipment to identify and address any risks which may be present or likely to become present. The client is advised to hold their own Public Liability Insurance cover, in this scenario.
- 4.7. The Company will not be held responsible for any damage, loss or injuries incurred due to misuse of the hired equipment or incorrect operation / installation of such.
- #### 5. Additional Terms for Artiste Bookings
- 5.1. The Company operates within the provisions of the Employment Agencies Act 1973 and the Conduct of Employment Agencies and Employment Businesses Regulations 2003, and we ensure were possible that all artistes have all appropriate licenses and documentation to allow their performance.
- 5.2. The Company will ensure the artiste is supplied with all information relevant to their performance, including, but not limited to, the names of key guests at the event, the setup, start and finish times, timings of key moments during the event, music requests and special dedications.
- 5.3. The Company will be responsible for paying the artiste on behalf of the client.
- 5.4. The artiste will arrive at the venue to setup equipment and perform, subject to the times agreed on the booking agreement. If the timings are changed, we must be notified in writing and additional charges may apply. If the artiste is prevented from starting at the agreed time due to delayed access to the setting up area, then no part refund will be given.
- 5.5. Should you require the artiste to perform beyond the agreed finishing time, this must be agreed with the artiste and payment made, before any further performance is given.
- 5.6. The artiste and his/her staff or assistants will conduct themselves in a proper and sober manner and will respond to the Client's requests as to the volume, situation of equipment, use of special effects and any other reasonable requests.
- 5.7. If the client is not satisfied with any aspect of the performance, this must firstly be reported to the artiste at the time of performance, to allow them to rectify the problem. If the client is still not satisfied, then complaints can be made in writing, up to 30 days after the event.
- 5.8. The Client/Promoter is responsible for ensuring that the venue is licensed by the performing Rights Society (PRS) for the playing of recorded music in public. Licenses for the playing of recorded music in public are only required for public events (private parties, wedding receptions and similar family occasions do not require such a license) most hotels and venues should have a PRS license, however it is the Client/Promoters responsibility to ascertain whether or not such licenses are required for their event or function and the responsibility for taking out such a license lies entirely with the Client/Promoter.