

In these Conditions unless the context otherwise requires, the following words have the following meanings:

Agreement

means any agreement between the Client and MSP for the supply of the **Services** including without limitation the hire agreement and quote provided to Client;

Client

means the legal entity accepting MSP's quotation for the supply of Equipment or Services or whose order for Equipment or Services is accepted by MSP or the party otherwise commissioning the Services in each case as named on MSP's invoice;

Conditions

means these terms and conditions;

Content

means any materials required for the Services;

Delivery

means when the Services have commenced;

Dry Hire

shall mean the hire of Equipment without the supply of operational personnel;

Equipment

shall mean all and each item of equipment referred to in this Agreement to be supplied by MSP and all additions, alterations and replacements to that **Equipment**;

Fee(s)

means the Fee(s) payable by MSP for the Services as set out in any Agreement or as listed on the Websites or other MSP media;

Hire Charge

means MSP's charges for provision of Equipment and/or Services;

Information

means any information required for the Services;

Intellectual Property Rights

means all vested, contingent and future intellectual property rights including but not limited to patents, copyrights, registered and unregistered trade-marks, service marks, domain names, database rights, registered designs, design rights, know-how, inventions, get-up, confidential information, trade and business names, and any other similar protected rights in any country subsisting now or in the future together with, in relation to any of the foregoing rights: (i) the right to sue for past infringements; (ii) any applications for registration; and (iii) any licenses;

MSP

means MSP Global Trading Ltd;

Payment Schedule

means the schedule detailing the dates, amount and manner of payment to MSP for the provision of the Services as may be set out in any Agreement, the Websites or any other MSP media;

Services

means the services or goods of MSP as set out in the Agreement and in accordance with these Conditions including without limitation the installation, operation and removal of the Equipment and/or other services as described in the Agreement;

Website(s)

means the website www.msp-av.co.uk or any websites owned or controlled by MSP. In these Conditions, unless the context otherwise requires: (a) words in the singular include the plural and vice versa; and (b) a reference to: (i) Client includes any subsidiary or holding company of the Client as defined under the Companies Act 1985 s. 736 (as amended), sub-contractor or agent of the Client for the purposes of carrying out its obligations under any Agreement (ii) any party includes its successors in title and permitted assigns.

In the event of any conflict or inconsistency between these Conditions and (a) any document; (b) websites; (c) any media; and (d) any agreement between the Client and MSP then these Conditions shall prevail.

In these Conditions or any Agreement unless the context otherwise requires words importing any gender include every gender.

Words importing persons include firms, companies and corporations and vice versa. References to terms are references to the relevant terms in these Conditions. The headings to the terms or clauses of these Conditions or Agreements will not affect the interpretation.

Any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment except to the extent that it would increase the liability of MSP.

AGREEMENTS

These Conditions apply to all Agreements between MSP and the Client. No action by MSP shall purport to MSP's acceptance of any terms or conditions of any Client or third party unless otherwise stated in writing by an authorised officer of MSP. Any order placed by the Client to supply the Services shall be deemed an offer that shall be capable of acceptance by MSP. The Client, on the commencement of the Services shall be deemed to have read and to have understood these Conditions. By supplying the Services, the Client indicates acceptance of the Conditions.

PROVISION OF SERVICES OR EQUIPMENT

MSP shall provide and Client shall accept the Equipment and engage the Services of MSP at the location(s) ("Venue") as described in MSP's hire agreement or order acceptance or, if none, MSP's most recent quotation for the event subject to these Conditions which contain the entire agreement between MSP and the Client and shall apply to the exclusion of all other terms and conditions and shall not be varied except as confirmed in writing by MSP.

Client acknowledges that following consultation with and recommendation from MSP the Equipment was selected by Client as suitable for its purpose and Client has not been induced to enter into this Agreement by any prior representation (whether innocently or negligently made) except as specifically contained in this Agreement. Unless otherwise expressly agreed in writing by MSP, all Equipment supplied by MSP is supplied on hire in accordance with these Conditions and no ownership interest in the Equipment shall pass to Client or any third party.

MSP will use reasonable endeavours to ensure Equipment is in good working order on delivery and of satisfactory quality and will provide the Services using reasonable care and skill and in accordance with the Agreement and these Conditions. Delivery of Equipment shall be to the address as set out in the MSP quotation.

ORDER ACCEPTANCE AND CANCELLATION

No order or booking submitted by the Client shall be deemed accepted unless and until MSP has received from the client a form of acceptance. Acceptable methods of acceptance are, a signed copy of MSP's quotation, an email from the client indicating they wish MSP to proceed or an official purchase order. The receipt by MSP of any of the forms of acceptance shall indicate acceptance of the Agreement and these conditions by the client.

MSP may stipulate payment of an initial deposit(s) as a condition of acceptance or performance. The client shall be responsible for ensuring the accuracy of any order, but MSP reserves the right to make changes in the manner of performance of the Services to comply with health and safety and other applicable legal requirements. Following acceptance by MSP, Client may cancel or terminate this Agreement and any claim by MSP will be limited to the value of the agreement.

The Client must notify MSP on delivery of the Equipment to the Client (and no later than prior to the MSP representative who delivered the Equipment leaving the Client's premises or Venue) any damage to Equipment or missing Equipment otherwise the Client shall be liable for any damage or loss.

CANCELLATION CHARGES TO THE CLIENT SHALL BE AS FOLLOWS:

In the event of a cancellation of a hire booking within 3 days of the first day of hire, a charge of 50% of the hire charge will be levied. If cancellation is made within 24 hours of the start of the period of hire, then the hire rate will be charged in full. If our engineers or delivery driver arrives on site to find the event cancelled, then the customer shall pay the full hire charge including carriage. Agreement values over £5k up to 1 month prior to the event a 50% cancellation fee will be charged. Where work has already commenced by MSP or any of its contractors on behalf of the Client prior to cancellation then such costs shall be payable by the Client and the Client shall not be able to rely on the cancellation times set out above.

HIRE CHARGES

MSP's charges for provision of Equipment and/or Services shall be as stated in the quotation provided for the event, this quotation forms part of the Agreement. Any extra Equipment or Services later required will be chargeable in addition. Client shall be liable for continuing Hire Charges at the same rate as provided in this Agreement: if Equipment is lost stolen damaged or destroyed, until its repair or replacement (in such case any continuing Hire Charges not to exceed a further 13 weeks rental); and, in the case of a Dry Hire or where Client arranges transit, if Equipment is returned late, until date of its actual return to MSP.

Client shall pay Hire Charge (and any VAT), notwithstanding that performance may not have taken place, to be received by MSP in cleared funds on or before the date(s) specified for payment or, if none, on or before the earlier of (i) 3 working days prior to date of supply of the Equipment or Services and (ii) 30 days from date of MSP's invoice or as may be set out in the Payment Schedule. It is a condition that each payment due under this Agreement is paid on time without any deduction, set-off or counterclaim. Any discounts quoted or agreed may be forfeited at MSP's discretion if payment is received after the due date.

If the Client fails to pay any sum on the due date then, without limiting any other right or remedy, MSP may: cancel or suspend provision of Services and Equipment to the Client under this or any other agreement between the parties; apply any payment made by Client (notwithstanding any express instruction by Client) towards the discharge of any sums due to MSP under this or any other agreement between the parties; and/or charge Client interest (both before and after judgement) on the amount unpaid at the rate of 1% per month calculated on a daily basis until payment in full together with all costs, charges and expenses reasonably incurred by MSP (including legal fees) in recovering overdue amounts.

MSP may, at any time before performance, increase the Hire Charge to reflect any matter apparent on subsequent site survey, any increase in cost due to any factor beyond the control of MSP or change or delay caused by the Client. MSP will provide timely notice to Client of any such increase. To the extent this Agreement has not been performed (but not otherwise), if Client following consultation with MSP does not accept the increase and MSP does not waive it, Client may cancel this Agreement by written notice given within 5 working days of notice of increase (but not less than 3 working days prior to commencement of Equipment hire or Services) provided that Client indemnifies MSP in full against all costs, charges and expenses incurred by MSP prior to or as a result of cancellation.

Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 4% above the company bank's base rate in force at the time and shall accrue at such a rate after as well as before any judgment until payment is received by MSP. MSP shall further have if it so decides the right to use the provisions under the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002.

The Client shall not be entitled to withhold payment of any amount payable to MSP by reason of any dispute or claim by the Client and in the case of part delivery of the Services the Client shall remain liable to pay the full price of all other Services delivered or available for delivery. The Client shall have no right of set off, statutory or otherwise.

The Client shall reimburse to MSP immediately the entire cost of representing any cheque or other instrument delivered to it in payment of any sum due by the Client.

Any failure to pay on the due date will represent a breach of a contract condition entitling MSP to rescind the contract for breach of condition and/or to claim damages.

MSP shall have the right to withhold payments by reason of dispute and the right to set off in relation to all sums owing.

RISK AND INSURANCE

Applicable to Dry Hire Only - The Equipment shall be at the risk of the Client from the time of delivery at the Venue or, if earlier, delivery to Client's carrier, until its return to MSP's premises or, if earlier, possession is taken by MSP's carrier.

Applicable to Dry Hire Only - Client shall at its own expense undertake to insure Equipment with an insurance company of repute (naming MSP as a loss payee): against all loss or damage (whether or not the Client's or MSP's fault) in an amount equal to its replacement cost new; and client shall

fully comply with all terms, conditions and warranties of that policy at all times; and against liability for any continuing Hire Charges until the earlier of: return of Equipment to MSP in good working order and condition (fair wear and tear excepted) or (if not capable of economic repair) its replacement with equivalent new equipment; or receipt of payment in full of its replacement cost new and all other sums due hereunder.

Applicable to All Agreements - Client hereby irrevocably authorises MSP in name and on behalf of Client to make any claims under the insurance in respect of loss of or damage to Equipment; to settle or compromise such claims; and to receive and give good discharge to insurers for any moneys payable. Client shall not do or allow to be done any act or thing whereby insurance of Equipment may be invalidated.

Applicable to All Agreements - If Equipment is lost or damaged, Client shall notify MSP forthwith, assist in making appropriate claims under such insurance and not without MSP's consent settle or compromise any claim.

Applicable to All Agreements - Client will on request at any time produce to MSP the insurance policy and receipt for current premium. If Client fails to keep Equipment insured to MSP's satisfaction or to produce policy or receipt or if MSP so agrees in advance, MSP may charge a damage waiver to cover damage and/or loss. Where the Client does not wish to or cannot insure the Equipment to the reasonable satisfaction of MSP the Client agrees to provide an additional damage waiver.

This damage waiver will be an additional sum equal to 12% (twelve per cent) of MSP's charges (before any discount) of the relevant Hire Charge. Further to this, where the costs of replacement or repair of damaged Equipment is in excess of the damage waiver the Client agrees and undertakes to pay such costs incurred by MSP for such replacement or repair following receipt of an invoice or quote relating to the relevant cost or repair. Payment shall be made no later than 15 days following receipt of such invoice or quote.

Applicable to All Agreements - MSP accepts no responsibility for loss or damage to any equipment or materials of the Client or any third party, which MSP may agree to store or transport, and any such equipment or materials shall at all times be at the Client's risk.

HEALTH AND SAFETY

Where a support structure is supplied by the Client, Client shall ensure that the surface, on which the Equipment and structure will be installed, will be stable under load and that the structure will be fit for the purpose (taking account of prevailing wind speeds) and will comply with all health and safety and other relevant regulations.

Client shall provide MSP on request with copies of certificates of compliance and structural engineering calculations verifying adequacy of Client's structure. Equipment dimensions and weights and representational drawings of structures are available on request from MSP but are approximate and representational only and do not obviate the need for the Client to obtain appropriate professional advice.

CLIENT'S UNDERTAKINGS

Client undertakes to MSP that client shall: grant or procure access for MSP to and from the Venue at such times as MSP may reasonably require to discharge its obligations; where applicable, provide free of charge within a reasonable distance of the operating position of the Equipment at the Venue: a clean power supply terminated in an appropriate connection; and such other facilities as MSP may reasonably require. where MSP's Services are dependent on provision of equipment or services by Client or its contractor(s), ensure that all such equipment and services are provided on time when required; the equipment is of adequate quality and specification and in good working order; and the services are provided by persons of adequate competence and experience using reasonable care and skill; obtain all necessary licences and consents relating to the Venue and the communication or use by MSP of live or pre-recorded material; if transit of Equipment is arranged by Client, arrange any necessary customs clearances, comply with all applicable import/export regulations and pay all related duties and fees; (except in case of a Dry Hire) not permit the Equipment to be operated other than by MSP personnel nor open the outer case or otherwise interfere with the Equipment; in event of Equipment breakdown or malfunction not attempt or arrange any repair without MSP's prior authorisation; not to sell, sub-let or otherwise dispose of or part with Equipment or any interest therein or do or permit to be done any act or thing which may prejudice or jeopardise MSP's rights in the Equipment but to keep Equipment in its or MSP's possession and control free from lien, charge or encumbrance so that Equipment shall at all times remain property of MSP or its legal owner; to permit or procure for MSP or its agents' access to any premises to inspect or remove Equipment; to keep the Equipment secure, safe and free from damage; to be responsible for any activities or omissions of its agents, employees, contractors and officers. to notify MSP in writing of any change in Client's contact details and forthwith upon request to inform MSP of the location of Equipment; **Only applicable if the Client operates the Equipment at any time during the term of the agreement** (notwithstanding termination of this Agreement) indemnify MSP and keep MSP fully and effectively indemnified against all liabilities whatsoever arising out of the operation and use of Equipment and any breach by Client of this Agreement (including without limitation loss, damage or injury caused by any negligent act or omission or willful misconduct of the Client, its employees,

agents or sub-contractors or any claim that any such use or communication of any material infringes any patent, copyright, trade mark, registered design, design right or other intellectual property right of any third party) and against all costs, claims, demands, expenses and liabilities incurred by MSP in connection therewith provided such indemnity shall not extend to liability for MSP's negligence.

ADDITIONAL CLIENT UNDERTAKINGS (DRY HIRE ONLY)

Client undertakes during the continuance of this Agreement and until return of Equipment to MSP: to check Equipment before taking into use, to notify MSP forthwith of any repair or maintenance required to Equipment and not to permit such repair or maintenance other than by MSP or with its authority; to ensure Equipment is only used in a proper manner without risk to health and safety and not contrary to any law or for any purpose for which Equipment is not designed or reasonably suited; and not to make any modification to Equipment, open the outer case (unless required in normal use) or remove any notices or serial numbers on the Equipment.

EXCLUSION AND LIMITATION OF LIABILITY

Client acknowledges that electronic equipment may suffer breakdown or malfunction from time to time without fault and that consequences to Client of breach of the Agreement by MSP may be disproportionate to MSP's Hire Charges. Therefore, Client agrees that MSP's entire liability to the Client in respect of this Agreement and any breach or negligent act or omission (including liability for acts or omissions of MSP's employees, agents and sub-contractors) shall be limited as follows: except as provided in this Agreement, all conditions, warranties and representations whether implied or otherwise concerning the Services and Equipment, their state, quality, description, fitness for purpose or otherwise are excluded to the fullest extent permitted by law;

MSP's liability in respect of each event or series of connected events shall not exceed the total Hire Charges received by MSP except that in the case of recorded material, MSP's liability shall be limited to the cost of replacing blank media only and in the case of loss of or damage to physical property caused by MSP's negligence, MSP's liability shall be limited to £1,000,000. MSP shall not be liable in contract, tort or otherwise whatsoever for any indirect loss, consequential loss, loss of profit, business opportunity, goodwill or reputation.

Client shall give MSP reasonable details of any claim in writing and in the event of Services or Equipment not being fit for purpose, not of reasonable quality or functionality.

If the Client is more than one person, they shall be liable both individually and together. Where the Client is a corporate body including without limitation a limited company or limited liability partnership then where liability is limited by that corporate body due to it ceasing to trade then the individual directors or members shall be liable.

All Equipment agreed to be sold by MSP is sold "as is" and no warranty is given as to performance, functionality, fitness for purpose or that it is of reasonable quality, unless otherwise agreed by MSP in writing. This does not affect your statutory rights. Nothing herein shall limit or exclude MSP or the Client's liability in respect of death or personal injury. MSP shall not be bound by any third-party guarantee including that of the Client.

If so requested by Client, MSP may consider accepting higher limits of liability subject to payment by Client of an additional charge.

MSP shall not be liable to the Client by reason of any delay or failure in performing MSP's obligations due to any cause beyond MSP's reasonable control including, without limitation, fire, flood, material adverse weather conditions (when MSP shall be entitled not to install or, if installed, may take down all or any of the Equipment), interruption of power supply, war, act of terrorism or civil disturbance, industrial action or trade dispute or blockade, legal or governmental restriction or embargo ("Force Majeure"). In the event of Force Majeure, if the Equipment has been installed at the Venue, Client shall be liable to pay the Hire Charge in full.

TERMINATION

This Agreement shall forthwith terminate without notice if client (being an individual) dies or is subject to an interim order (within meaning of Insolvency Act 1986) or the presentation of a bankruptcy petition; or enters into any arrangement or composition with creditors; or (being a limited company) enters into compulsory or voluntary liquidation (not being for the purpose of reconstruction or amalgamation on terms previously approved by MSP in writing); or has a receiver appointed or a petition presented for an administration order; or has any distress, execution or other legal process made in respect of Client's property; or if anything analogous to the foregoing under the laws of any jurisdiction occurs in relation to the Client; or if the Client ceases to trade; or if MSP is aware that any of the above may be likely to occur.

MSP may terminate this Agreement forthwith by notice without liability to Client if: Client fails to pay in full any sum owing to MSP or any affiliated company of MSP on its due date for payment; Client commits a breach of any other provision of this or any other agreement with MSP or an affiliated company of MSP and (if a breach capable of being remedied) fails to remedy such breach within 7 days after notice requiring the same; or performance by MSP is prevented by Force Majeure; or MSP or Client is unable to obtain insurance for Equipment and (if Venue is outside of

UK) MSP's personnel on terms (including insurance premium) to MSP's satisfaction.

Upon termination, all sums due under this Agreement shall become immediately payable by the Client and, in the case of a Dry Hire, Client shall no longer be in possession of Equipment with MSP's consent and (without prejudice to Client's obligations and other rights and remedies of MSP) Client shall at Client's expense return Equipment to MSP in good working condition (fair wear and tear excepted) and in default MSP may forthwith without notice repossess Equipment and all costs and expenses (including without limitation, any legal costs and expenses) incurred by MSP in locating, repossessing or restoring Equipment shall be payable by the Client. Termination or cancellation shall not affect any provision of these Conditions nor limit any other right or remedy of either party against the other under the Agreement or these Conditions or at law and all sums then owing to MSP by Client shall become immediately due and payable. MSP's reasonable costs and expenses incurred by MSP by reason of delay, variation, interruption, termination or suspension of work arising from any act of the Client, its employees, contractors or officers will be reimbursed to MSP by the Client.

CONFIDENTIALITY

Each party shall treat as it does its own confidential information all information obtained from the other pursuant to this Agreement which is marked "confidential" or the equivalent or has the necessary quality of confidence about it.

GENERAL

For the avoidance of doubt nothing in the Agreement or these Conditions shall confer on any third party any benefit or the right to enforce any term of the Agreement or provision of these Conditions.

These Conditions and the Agreement do not constitute or imply any partnership, joint venture, fiduciary relationship or other relationship including that of employer and employee between the parties other than the contractual relationship expressly provided for in the Agreement and these Conditions.

The Client shall not assign or otherwise transfer any of its rights or obligations under the Agreement or Conditions.

The Conditions or any Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of MSP.

These Conditions and any Agreement under them set out the entire agreement and understanding between the parties in respect of its subject matter and the Client acknowledges that it has entered into such Agreement in reliance only upon the representations, warranties and promises expressly contained or incorporated in these Conditions and/or Agreement and save as expressly set out there in MSP shall have no liability in respect of any other representation, warranties or promise made or given prior to the date of the Agreement, howsoever made or given, unless it was made or given fraudulently.

The Conditions and any Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assignees, and references to a party in any Agreement shall include its successors and permitted assignees.

In any Agreement references to a party include references to a person:

who for the time being is entitled (by assignment, novation or otherwise) to that party's rights under that Agreement (or any interest in those rights); or who, as administrator, liquidator or otherwise, is entitled to exercise those rights, and in particular those references include a person to whom those rights (or any interest in those rights) are transferred or pass as a result of a merger, division, reconstruction or other reorganisation involving that party. For this purpose, references to a party's rights under any Agreement include any similar rights to which another person becomes entitled as a result of a novation of the Agreement.

The Client shall not be entitled to assign or transfer the benefits or obligations of these Conditions or Agreement to any third party without the prior written consent of MSP.

Any typographical or clerical error or omission in documents issued by MSP may be corrected without liability on part of MSP.

Any notice under the Agreement or these Conditions shall be in writing and may be served by hand, pre-paid first-class post or airmail, electronic mail or facsimile to its address or facsimile number set out in the Agreement or these Conditions or such other address as is notified for the purpose. A confirming copy of any notice served by electronic mail or facsimile shall be sent by post within 24 hours of transmission.

Delay shall not prevent MSP enforcing any provision of the Agreement or these Conditions. Any waiver of a breach by the Client shall not operate as a waiver of a later breach of the same or any other provision.

If any provision of the Agreement or these Conditions is held to be invalid or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected.

This Agreement shall be governed and construed in accordance with the laws of England the courts of which shall have exclusive jurisdiction.