



THAT event company LTD
2 Ochre Close
Wheatley
Oxford
OX33 1FQ

TERMS OF HIRE & TECHNICAL SERVICES

THAT Event Company Ltd ("the Company")

These Terms apply to all equipment hire, technical services, production services and labour supplied by THAT Event Company Ltd to the Client.

Acceptance of a quotation, written confirmation, payment of a deposit, payment of an invoice, or collection of Equipment constitutes full acceptance of these Terms.

1. Definitions

- 1.1 **Client** – The individual, company or organisation entering into contract with the Company.
- 1.2 **Equipment** – All items supplied by the Company, including accessories and cabling.
- 1.3 **Services** – Installation, operation, production, consultancy, programming, design or technical support.
- 1.4 **Hire Period** – The agreed period from dispatch or collection until return and inspection by the Company.

2. Booking & Payment

- 2.1 A booking is confirmed upon receipt of the agreed deposit or written acceptance of quotation.
- 2.2 Private bookings require a 50% non-refundable booking payment.
- 2.3 The remaining balance must be paid in full prior to release of Equipment or commencement of Services unless the Client holds an approved credit account.
- 2.4 The Company reserves the right to withhold Equipment or suspend Services if payment terms are not met.
- 2.5 Overdue accounts may incur statutory interest at 8% above the Bank of England base rate plus reasonable recovery costs.

3. Variation of Scope

- 3.1 Quotations are based on information provided at the time of issue.
- 3.2 Any change to schedule, venue, quantities, specifications, access, installation requirements or technical brief may result in additional charges.



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3.3 The Company reserves the right to re-quote where scope materially changes.

3.4 Verbal change requests onsite may be treated as authorised variations and charged accordingly.

4. Ownership & Risk

4.1 All Equipment remains the sole property of the Company at all times.

4.2 Risk transfers to the Client:

- (a) On collection (dry hire); or
- (b) Upon delivery to site.

4.3 Risk remains with the Client until Equipment is returned, inspected and signed back into the Company's warehouse.

4.4 Equipment must not be sold, sub-hired, pledged, altered, modified or transferred to any third party.

4.5 Failure to return Equipment may be treated as theft.

5. Client Responsibilities

The Client shall:

5.1 Use Equipment safely and only for its intended purpose.

5.2 Maintain insurance covering full replacement value of Equipment during the Hire Period.

5.3 Hold valid Public Liability Insurance for the event.

5.4 Provide safe and adequate electrical supply at agreed termination points.

5.5 Provide accurate information regarding venue access, distances, ceiling heights, load limits and infrastructure.

5.6 Protect Equipment from weather and environmental damage.

5.7 Obtain all required licences and permissions including PRS/PPL where applicable.

6. Health & Safety Compliance

6.1 The Client shall comply with all applicable Health & Safety legislation.

6.2 The Client must ensure the venue is structurally suitable and compliant for installation.



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6.3 The Client shall provide relevant venue risk assessments and safety documentation where required.

6.4 The Company reserves the right to refuse installation or operation where unsafe conditions are identified.

6.5 Delays caused by unsafe or non-compliant site conditions may result in additional charges.

7. Dry Hire Conditions

7.1 The Client is fully responsible for operation of Equipment during the Hire Period.

7.2 Signal levels must be operated within safe limits. Damage caused by excessive volume or misuse will be chargeable.

7.3 Equipment must not be opened, serviced or modified.

7.4 Two forms of identification and proof of address are required prior to release.

7.5 The Company may retain a client photograph for security purposes in accordance with UK GDPR.

8. Staffed Events & Technical Services

8.1 Equipment installed or operated by the Company must not be moved, altered or interfered with.

8.2 Additional equipment must not be connected without prior approval.

8.3 A nominated Client representative with decision-making authority must be available onsite.

8.4 Delivery pricing assumes placement within 20 metres of vehicle access unless agreed otherwise in writing.

8.5 Suitable onsite parking must be provided. The Client is responsible for any parking charges or penalties incurred due to lack of provision.

8.6 Quoted labour includes one installation and one de-rig unless otherwise specified in writing.

8.7 Delays caused by the Client, venue or third parties may incur additional labour charges.

9. Crew Welfare



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9.1 For events exceeding five (5) consecutive hours, the Client shall provide:

- (a) Drinking water;
- (b) A hot meal or reasonable catering equivalent per technician;
- (c) Suitable sheltered rest space.

9.2 For events exceeding ten (10) hours, appropriate additional refreshments shall be provided.

9.3 Where suitable catering is not provided, the Company reserves the right to apply a crew catering charge or schedule appropriate breaks.

10. Intellectual Property

10.1 All lighting designs, show files, CAD drawings, technical plans, visuals, programming and creative concepts remain the intellectual property of the Company unless otherwise agreed in writing.

10.2 The Client may not reproduce, distribute or reuse such materials without written consent.

10.3 Payment does not transfer intellectual property ownership.

11. Recording & Marketing

11.1 The Company may photograph or record Equipment installations for portfolio and marketing purposes.

11.2 No confidential information will be published without consent.

11.3 Any requirement for non-disclosure must be agreed in writing prior to the event.

12. Loss, Damage & Late Return

12.1 The Client is liable for full replacement or repair cost of lost, stolen or damaged Equipment during the Hire Period.

12.2 Associated hire losses may also be charged.

12.3 Equipment must be returned in original condition, fair wear and tear excepted.

12.4 Late return incurs:

- (a) A full additional day hire; and
- (b) An additional 25% of total hire per 24-hour period.



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12.5 Collection and return times are scheduled 30-minute appointment windows. Failure to attend within the agreed window may result in additional charges, rescheduling fees, or extension of the Hire Period.

12.6 Where late return impacts subsequent bookings, the Client may be liable for reasonable consequential hire losses.

13. Equipment Failure

13.1 Faults must be reported immediately upon discovery.

13.2 The Company will attempt remote resolution first.

13.3 User error call-outs are chargeable (minimum £150 plus mileage).

13.4 Confirmed Equipment failure will be replaced where possible.

13.5 If replacement is unavailable, refund is limited to the hire value of the affected item only.

13.6 The Company shall not be liable for indirect or consequential loss including loss of profit, business interruption or reputational damage.

13.7 Failure to report faults immediately may invalidate entitlement to refund or discount.

14. Cancellation

14.1 More than 28 days before event – Deposit refundable minus administration costs.

14.2 28–14 days – 25% of total contract value payable.

14.3 14–7 days – 50% payable.

14.4 Within 7 days – 100% payable.

14.5 Cancellation must be confirmed in writing to be valid.

Date transfers may be permitted within six months at the Company's discretion.

15. Payment on Reduced Scope

15.1 Where the Client reduces scope after confirmation, charges may apply for:

- (a) Equipment reserved and unavailable for other hire;
- (b) Pre-production work completed;



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- (c) Crew scheduled;
- (d) Transport allocated.

15.2 Reduction within 14 days of event may result in charges up to the original contract value.

15.3 Where Equipment has been prepared, tested or allocated in the Company's warehouse prior to cancellation or reduction, reasonable preparation costs may be charged.

16. Limitation of Liability

16.1 The Company shall not be liable for any indirect or consequential loss including loss of profit, loss of business, loss of opportunity or reputational damage.

16.2 The Company's total aggregate liability shall not exceed the total contract value.

16.3 Nothing in these Terms limits liability for death or personal injury caused by negligence.

17. Indemnity

The Client shall indemnify and hold harmless the Company against any third-party claims, losses or damages arising from misuse of Equipment or breach of these Terms.

18. Force Majeure

The Company shall not be liable for delay or failure due to circumstances beyond reasonable control including severe weather, transport breakdown, government restriction, war, terrorism, venue failure or power outage.

19. Data Protection

Personal data shall be processed in accordance with UK GDPR and retained only as necessary for contractual and security purposes.

20. Entire Agreement

20.1 These Terms, together with any written quotation or written agreement issued by the Company, constitute the entire agreement between the parties.

20.2 The Client acknowledges that it has not relied upon any statement not set out in writing.



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20.3 No variation shall be valid unless agreed in writing by the Company.

21. Governing Law

These Terms are governed by the laws of England and Wales.
Any dispute shall be subject to the exclusive jurisdiction of the English courts.