

TERMS AND CONDITIONS

1. INTERPRETATION

1.1. The following definitions apply in these Conditions:

- a) **Advance Payment:** the non-refundable advance payment amount set out in the Quotation.
- b) **Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- c) **Cancellation Fee:** the sum calculated in accordance with clause 13.2.
- d) **Charges:** the charges set out in the Quotation including for the avoidance of doubt, any Advance Payments.
- e) **Client:** the person or firm who places an Order for the hire of the Equipment and/or Services.
- f) **Conditions:** the terms and conditions set out in these terms and conditions as amended from time to time in accordance with clause 10 and 14.6.
- g) **Consents:** all permissions, consents, approvals, licenses, certificates and permits as may be necessary and/or required in order to lawfully commence, carry out and/or complete Delivery, the Services and to maintain the Equipment including (without limitation), the approval of reserved matters, building regulations and controls, the requirements of all competent authorities and heritage and non-statutory bodies and the consents of all parties having interests or rights in or over the Site who by the lawful exercise of their powers in the absence of such consent could prevent or impede the carrying out or progress of the Services or the use and enjoyment of the Site and/or the Equipment at the Site.
- h) **Contract:** the contract between Star Live and the Client for the hire of the Equipment and/or the supply of the Services in accordance with these Conditions.
- i) **Delivery:** the transfer of physical possession of the Equipment to the Client at the Site.
- j) **Delivery Date:** the date of delivery of the Equipment specified in the Quotation.
- k) **Client Responsibilities:** the client responsibilities set out in the Quotation.
- l) **Equipment:** the equipment listed in the Quotation, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.
- m) **Intellectual Property Rights:** All patents, rights to inventions, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets), and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- n) **Order:** the Client's order for the Equipment and/or Services as set out in the Customer's purchase order or the Client's written acceptance of the Star Live's quotation, as the case may be.

- o) **Payment Terms:** the payment terms set out in the Quotation, which sets out the sum's payable under this Contract.
 - p) **Quotation:** means the Supplier's quotation issued in accordance with clause 2.1.
 - q) **Rental Period:** has the meaning given to it in clause 4.1.
 - r) **Replacement Value:** has the meaning given to it in the Quotation or if not specified the full replacement value for the Equipment as determined by Star Live or its insurers.
 - s) **Risk Period:** any further term beyond the Rental Period during which the Equipment is in the possession, custody or control of the Client.
 - t) **Services:** the installation, de-rig and site clearance services to be provided by Star Live as described in the Quotation.
 - u) **Site:** the location specified in the Quotation .
 - v) **Termination Date:** has the meaning given to it in the Quotation .
 - w) **Star Live:** Star Group Live Limited incorporated in England and Wales (CRN 01705100) whose registered office is at 7 Fitzhamon Court, Wolverton Mill, Milton Keynes, England, MK12 6LB.
 - x) **Total Loss:** the Equipment (or any part of the Equipment) is, in Star Live's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.
 - y) **VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.
- 1.2. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. A reference to "**writing**" or "**written**" includes email but not fax.
- 1.5. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6. An obligation not to do something includes an obligation to prevent others from doing it on your behalf or under your control
- 1.7. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8. Clause headings do not affect the interpretation of this agreement
- 1.9. A reference to one gender includes a reference to the other gender.
- 1.10. Words in the singular include the plural and in the plural include the singular.

2. BASIS OF CONTRACT

- 2.1. Star Live shall provide the Client with a Quotation containing details about the Equipment, Services and the Charges. The Quotation shall only be valid for a period of 28 days from its date of issue.
- 2.2. If the Quotation is acceptable, the Client shall sign and return the Quotation to Star Live at which point and on which date the Contract shall come into existence

("Commencement Date").

- 2.3. Before a Quotation is signed and returned by the Client, Star Live reserves the right to withdraw its Quotation without liability to the Client.

3. EQUIPMENT HIRE

- 3.1. Star Live shall hire the Equipment to the Client for use at the Site subject to the terms of this Contract.
- 3.2. Star Live shall not, other than in the exercise of its rights under this Contract or applicable law, interfere with the Client's quiet possession of the Equipment during the Rental Period.
- 3.3. The Client waives any right it might have to rely on any term endorsed upon, delivered with or contained in any documents of the Client (including those contained in any purchase order, correspondence, or documentation) unless expressly agreed in writing by Star Live.
- 3.4. The Client acknowledges that it has not relied upon any statements, promises, or representations made or given on behalf of Star Live that are not expressly set out in the Contract.
- 3.5. All warranties, conditions, or other terms implied by statute, common law, trade usage, or otherwise (except those that cannot legally be excluded) are hereby excluded from the Contract to the fullest extent permitted by law.

4. RENTAL PERIOD

- 4.1. The Rental Period shall commence on the Delivery Date and, unless terminated earlier in accordance with the terms of this Contract, shall terminate on the Termination Date.

5. CHARGES

- 5.1. The Client shall pay the Charges to Star Live in accordance with the Payment Terms.
- 5.2. All payments shall be made in pounds sterling (GBP), in full and in cleared funds to the bank account nominated in writing by Star Live. Time for payment shall be of the essence of this Contract.
- 5.3. The Charges are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Client at the rate and in the manner from time to time prescribed by law.
- 5.4. All amounts payable by the Client under this Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.5. If the Client fails to make any payment due under this Contract by the due date and without prejudice to Star Live's rights under clause 5.6, Star Live shall be entitled to charge statutory interest on the overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Interest shall accrue daily from the due date until full payment is received, whether before or after judgment, at the prevailing statutory rate (being the Bank of England base rate plus the applicable margin), together with any compensation and reasonable debt recovery costs permitted under the Act.
- 5.6. If any payment due under this Contract is not received within three (3) Business Days of the due date, Star Live reserves the right, without liability:
 - 5.6.1. to suspend performance of its obligations and withhold Delivery of the Equipment;

- 5.6.2. to terminate the Contract in accordance with Clause 12 (Termination); and
- 5.6.3. to recover possession of the Equipment.
- 5.7. Upon termination of the Contract for any reason, all outstanding Charges and any other sums due to Star Live shall become immediately due and payable, irrespective of any previously agreed payment schedule.
- 5.8. The Client shall indemnify Star Live for all reasonable costs and expenses (including legal fees and third-party collection charges) incurred in recovering any overdue sums payable under this Contract.
- 5.9. No payment shall be deemed to have been received until Star Live has received the full amount in cleared funds.

6. DELIVERY AND INSTALLATION OF THE EQUIPMENT FOR HIRE

6.1. Delivery

- 6.1.1. Delivery of the Equipment shall be made by Star Live to the Site, as specified in the Quotation.
- 6.1.2. Star Live shall use all reasonable endeavours to effect Delivery by the Delivery Date.
- 6.1.3. Star Live reserves the right to make Delivery in instalments and failure to deliver any one part of the Equipment shall not entitle the Client to cancel the Contract.
- 6.1.4. Star Live shall use reasonable endeavours to perform the installation Services at the Site in accordance with the Quotation and any timetable for performance set out therein. The Client shall procure that a duly authorised representative of the Client shall be present at the installation of the Equipment. Acceptance by such representative of installation shall constitute conclusive evidence that Star Live has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by Star Live, the Client's duly authorised representative shall sign a receipt confirming such acceptance.
- 6.1.5. Star Live accepts no responsibility for damage to buried services (including but not limited to utilities and infrastructure that are installed underground at the Site) unless agreed otherwise in writing.
- 6.1.6. Where Star Live's personnel or vehicles are delayed on Site due to conditions not attributable to Star Live, idle time may be charged at Star Live's standard hourly rate.
- 6.1.7. If the Client fails to accept delivery of the Equipment when Star Live tenders Delivery, then, except where such failure is caused by Star Live's failure to comply with its obligations under this Contract (which is not a result of the Client's failure to comply with its obligations under this Contract):
 - a) the Equipment shall be deemed to have been delivered at 08.00 am on the date Star Live tendered Delivery; and
 - b) Star Live shall store the Equipment until the Client takes possession of the Equipment, and charge the Client for all related costs and expenses (including insurance).
- 6.1.8. Any visible damage or missing Equipment on Delivery must be reported in

writing to Star Live within 24 hours of Delivery. Failing which, the Equipment shall be deemed accepted without objection.

6.2. Client Obligations

6.2.1. To facilitate Delivery, the installation Services and removal of Equipment on the Termination Date, the Client shall at its sole cost and risk:

- a) be responsible for the Client Responsibilities;
- b) provide to the Supplier suitable and safe access to the Site, including a clear, level, and stable surface capable of supporting installation vehicles and equipment;
- c) ensure the Site is free of obstructions, including overhead and underground services, unless clearly marked and notified in advance in writing;
- d) notify Star Live in writing of the precise Equipment positioning at the Site no later than ten (10) Business Days before Delivery and a duly authorised representative must be present during installation to confirm final positioning;
- e) ensure that the Site and delivery and installation of the Equipment complies with all applicable laws including health and safety regulations. Star Live reserves the right to suspend or refuse Delivery or installation Services if it reasonably considers the Site unsafe. The Client must also inform Star Live in advance of any Site-specific health, safety, or environmental policies and ensure Star Live personnel can comply with them throughout the Rental Period;
- f) provide Star Live personnel adequate welfare facilities, including access to water, power, and toilets when present at the Site; and
- g) obtain all necessary Consents or approvals required for Delivery and installation of the Equipment at the Site,

(together the "**Client Obligations**").

6.3. Consequences of Failure of Client Obligations

6.3.1. Star Live shall not be in breach of this Contract to the extent Star Live's failure:

- a) is as a direct or indirect result of the Client's failure to meet the Client Obligations; and
- b) such failure of the Client to meet the Client Obligations has an adverse effect on Star Live's ability to perform its obligations under this Contract.

6.3.2. Star Live shall:

- a) provide the Client, as soon as reasonably practicable, with notice of the failure to meet such Client Obligations, to the extent that such failure causes a material adverse impact on Star Live; and
- b) use reasonable endeavours to perform its obligations under this Contract, to the extent that it is reasonable to do so, despite the failure by the Client in relation to the Client Obligations.

6.3.3. The provisions of this clause 6.3 are without prejudice to Star Live's remedies for any failure by the Client to perform the Client Obligations.

6.3.4. Star Live shall be entitled to be reimbursed for any additionally-incurred, reasonable and demonstrable costs arising directly from non-performance on that portion of its obligations under this Contract affected by the failure to meet the Client Obligations by the Client. This is separate and in addition to the Client being obliged to pay the Charges (irrespective of whether, or not Star Live is able to perform its obligations under the Contract due to any of the Client's defaults).

6.3.5. If the Client fails to meet the Client Obligations (in Star Live's reasonable opinion), Star Live may in its sole discretion:

- a) suspend performance of its obligations under this Contract until the issues are remedied; or
- b) terminate the Contract and recover any incurred costs from the Client. If the Contract is terminated pursuant to this clause 6.3.5(b), the total Charges shall become immediately due and payable.

6.4. Changes Due to Site Conditions

6.4.1. If, during or prior to Delivery, Star Live identifies conditions at the Site which materially differ from those assumed by Star Live or notified to Star Live, Star Live reserves the right to (i) revise the Charges; (ii) apply reasonable additional charges to reflect any increased costs or resources required; or (iii) terminate the Contract on the basis that the Client has committed an irremediable material breach.

6.5. Temporary Nature of Equipment

6.5.1. The Client acknowledges and agrees that the Equipment is hired as a temporary structure and may not be new. The Equipment is provided in a condition fit for temporary use and not as a permanent installation.

7. TITLE, RISK & INSURANCE

7.1. The Equipment shall at all times remain the property of Star Live, and the Client shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this Contract).

7.2. The risk of loss, theft, damage or destruction of the Equipment shall pass to the Client on Delivery (including part-Delivery). The Equipment shall remain at the sole risk of the Client throughout the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Lessee ("**the Risk Period**") until such time Star Live retakes possession of the Equipment.

7.3. For the duration of the Rental Period and the Risk Period, the Client shall, at its own expense, obtain and maintain the following insurances with reputable insurance companies (that have a minimum financial strength rating of A- from A.M. Best, or equivalent from other reputable agencies):

- a) insurance of the Equipment to a value not less than its full Replacement Value on an all risks basis, including but not limited to comprehensive cover of all usual risks of loss, damage or destruction by fire, terrorism, theft or accident;
- b) public liability insurance with a limit of at least £10 million per claim; and
- c) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as Star Live may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising

in connection with the Equipment.

- 7.4. The Client shall ensure that all insurance policies obtained in accordance with this Contract are free from unreasonable restrictions or excess payments.
- 7.5. The Client shall not negotiate or compromise any claim under an insurance policy in connection with this Contract without Star Live's consent. Additionally, Star Live may take over the negotiations of such claims from the Client, where the claim relates to solely to the liability, loss or damage incurred under or in connection with this Contract.
- 7.6. The Client shall supply copies of the relevant insurance policies or other insurance confirmation acceptable to Star Live and proof of premium payment to Star Live to confirm the insurance arrangements.
- 7.7. All insurance policies procured by the Client shall be endorsed to provide Star Live with at least twenty Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall on Star Live's request name Star Live on the policies as a loss payee in relation to any claim relating to the Equipment. The Client shall be responsible for paying any deductibles due on any claims under such insurance policies. Without prejudice to the foregoing, the Client shall notify Star Live immediately if any insurance policy procured by the Client is cancelled or subject to any material change (including any reduction in coverage or policy amount).
- 7.8. The Client is solely responsible for insurance of the Site or any other site or location at which the Equipment may be used.
- 7.9. If the Client fails to obtain or maintain adequate insurance, or if Star Live deems the cover insufficient, Star Live may procure suitable coverage and recover the costs from the Client as a debt.
- 7.10. The Client shall indemnify and hold Star Live fully harmless from any loss, cost, damage, or expense arising from inadequate, lapsed, or insufficient insurance cover throughout the Rental Period or Risk Period.

8. CLIENT RESPONSIBILITIES

- 8.1. The Client shall for the duration of the Rental Period and Risk Period:
 - 8.1.1. ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by Star Live;
 - 8.1.2. ensure that there is adequate security in place in respect of the Equipment;
 - 8.1.3. take such steps (including compliance with all safety and usage instructions provided by Star Live) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
 - 8.1.4. comply with any obligations, restrictions or instructions set out in the Contract or which are otherwise notified to the Client by Star Live;
 - 8.1.5. keep the Equipment in good working condition, maintaining it to the standard it was in on the Delivery Date, excluding fair wear and tear. Unless stated otherwise, the Client shall inspect and maintain the Equipment daily, ensuring it is clean, securely fixed, free from damage or hazards, and protected from adverse weather;
 - 8.1.6. make no alteration or modification to the Equipment and shall not remove any existing component (or components) from the Equipment without the prior written consent of Star Live;
 - 8.1.7. regularly inspect the Equipment and keep Star Live fully informed of all material matters relating to

the Equipment;

- 8.1.8. immediately notify Star Live of any loss, accident, or damage to the Equipment during the Rental Period or Risk Period;
- 8.1.9. keep the Equipment at the designated Site and shall not relocate it without Star Live's prior written consent;
- 8.1.10. ensure that the Site and the Equipment is secure at all times from the date of arrival of the Equipment at the Site and until removal of the Equipment by Star Live from the Site;
- 8.1.11. immediately notify Star Live of any damage, accident, incident, or dangerous condition involving the Equipment and must not alter or clear the Site without written consent;
- 8.1.12. permit Star Live or its authorised representatives to inspect the Equipment at any time, and for such purpose permit Star Live to enter the Site and the Client shall provide all necessary access and facilities for such inspection;
- 8.1.13. maintain operating and maintenance records of the Equipment and make copies of such records available to Star Live upon request, together with such additional information as Star Live may reasonably require;
- 8.1.14. permit Star Live to exchange or replace the Equipment with equipment of a similar quality and standard if required for regulatory reasons or as otherwise required or permitted under the Contract;
- 8.1.15. not part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- 8.1.16. not without the prior written consent of Star Live, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Client shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify Star Live against all losses, costs or expenses incurred as a result of such affixation or removal;
- 8.1.17. not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of Star Live in the Equipment and, where the Equipment has become affixed to any land or building, the Client must take all necessary steps to ensure that Star Live may enter such land or building and recover the Equipment both during the term of this Contract and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of Star Live of any rights such person may have or acquire in the Equipment and a right for Star Live to enter onto such land or building to remove the Equipment;
- 8.1.18. not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Client shall notify Star Live and the Client shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify Star Live on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- 8.1.19. not use the Equipment for any improper and unlawful purpose;
- 8.1.20. ensure that at all times the Equipment remains identifiable as being Star Live's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
- 8.1.21. at the end of the Rental Period or on earlier termination of this Contract allow Star Live or its representatives access to the Site or any premises where the Equipment is located for the purpose of dismantling and removing the Equipment. The Client grants Star Live an irrevocable licence for

such access and shall ensure all necessary consents or permissions are in place; and

- 8.1.22. not do or permit to be done anything which could invalidate the insurances referred to in clause 7.3, or any insurances put in place by Star Live in respect of the Equipment.
- 8.2. The Client acknowledges that Star Live shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Client or its officers, employees, agents and contractors, or persons invited or allowed to access the Site by or on behalf of the Client and the Client shall indemnify Star Live in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Star Live arising out of, or in connection with any failure by the Client to comply with the terms of this Contract.

9. WARRANTY

- 9.1. Star Live warrants that the Equipment shall on Delivery substantially conform to the specification set out in the Quotation, be of satisfactory quality and fit for any purpose held out by Star Live. Star Live shall use all reasonable endeavours to remedy (whether, in Star Live's discretion, by repair or replacement of the Equipment for equipment of a similar quality and standard), free of charge, any material defect in the Equipment which manifests itself on Delivery, provided that:
- 9.1.1. the Client immediately notifies Star Live of any such defect;
- 9.1.2. Star Live is permitted to make a full examination of the alleged defect;
- 9.1.3. the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than Star Live's authorised personnel;
- 9.1.4. the defect did not arise out of any information or any assistance supplied or furnished by the Client or on its behalf; and
- 9.1.5. the defect is directly attributable to defective material, workmanship or design.
- 9.2. Except as provided in this clause 9, the Supplier shall have no liability to the Client in respect of the Equipment's failure to comply with the warranty set out in clause 9.1.

10. AMENDMENTS AND VARIATIONS

- 10.1. Without prejudice to clause 10.2 or the terms of this Contract, no variation to the Contract shall be binding unless agreed in accordance with clause 10.3.
- 10.2. Star Live may, where necessary and with prior notice to the Client, make minor changes to the Quotation, Equipment, Services, or their specification to comply with applicable statutory or safety requirements.
- 10.3. Either Party may request a variation to the Contract. The process of approval of the variation is as follows:
- 10.3.1. If Star Live is requesting the variation it shall provide the Client with written details of the proposed changes, including the cost, timing, and any impact on the Contract ("**Variation Note**").
- 10.3.2. If the Client is requesting the variation, it shall submit a written request to the Supplier containing as much information as possible to enable the Supplier to prepare a Variation Note and the Supplier shall prepare and submit to the Client a Variation Note.
- 10.3.3. If the parties agree the terms of the relevant Variation Note they will both confirm their acceptance in writing via an authorised representative and that Variation Note will amend this Contract. Email confirmation shall be deemed sufficient for this purpose.

- 10.4. Star Live shall have no obligation to provide or comply with any variation of this Contract unless and until written approval and confirmation has been received from the Client in accordance with clause 10.3.3. The failure of the Client to provide written confirmation shall not constitute a breach of this Contract by Star Live, nor entitle the Client to any compensation or remedy for non-performance of the Variation Note.

11. LIMITATION OF LIABILITY

THE CLIENT'S ATTENTION IS SPECIFICALLY DRAWN TO THE PROVISIONS OF THIS CLAUSE 11.

- 11.1. The restrictions on liability in this clause 11 apply to every liability arising under or in connection with this Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise. This includes any liability arising from acts or omissions of Star Live, its employees, agents, or subcontractors.
- 11.2. Nothing in this Contract limits any liability which cannot legally be limited including liability for:
- 11.2.1. death or personal injury caused by negligence;
 - 11.2.2. fraud or fraudulent misrepresentation;
 - 11.2.3. breach of the terms implied by section 7 of the Supply of Goods and Services Act;
 - 11.2.4. any matter in respect of which it would be unlawful for the parties to exclude or restrict liability.
- 11.3. For the avoidance of doubt, Star Live's liability shall be limited to direct losses only. Star Live shall have no liability for any indirect or consequential loss, or for any of the following types of loss (in each case whether direct, indirect, or consequential, and whether or not foreseeable):
- 11.3.1. loss of profits;
 - 11.3.2. loss of sales or business;
 - 11.3.3. loss of agreements or contracts;
 - 11.3.4. loss of anticipated savings;
 - 11.3.5. loss of use or corruption of software, data or information; and
 - 11.3.6. loss of or damage to goodwill.
- 11.4. Subject to clause 11.2, all implied terms and conditions as to the quality or performance of the Equipment and any other goods or services provided under this Contract are, to the fullest extent permitted by law, excluded from this Contract.
- 11.5. Subject to clause 11.2, Star Live's total aggregate liability to the Client under or in connection with this Contract shall in no circumstances exceed 100% of the Charges.

12. TERMINATION

- 12.1. Without affecting any other right or remedy available to it, Star Live may terminate or suspend this Contract without liability to the Client with immediate effect by giving written notice to the Client if:
- 12.1.1. the Client fails to pay any amount due under this Contract on the due date for payment;
 - 12.1.2. the Client commits a material breach of any other term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of

three (3) days after being notified in writing to do so;

- 12.1.3. the Client takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 12.1.4. a Total Loss occurs in relation to the Equipment;
 - 12.1.5. the Client suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 12.1.6. the Client's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 12.2. For the purposes of clause 12.1.2, a breach of (i) clauses 8.1.1 to 8.1.4 (inclusive); (ii) clause 8.1.6; (iii) clauses 8.1.8- 8.1.9 (inclusive); (iv) clause 8.1.11; (v) clauses 8.1.15-8.1.19 (inclusive); and (vi) clause 8.1.22, shall be considered a material breach.
- 12.3. Consequences of Termination
- 12.3.1. On expiry or termination of this Contract, however caused:
 - a) the Rental Period shall come to an end and Star Live's consent to the Client's possession of the Equipment shall immediately terminate;
 - b) Star Live may, by its authorised representatives, without notice and at the Client's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises where the Equipment is located.
 - 12.3.2. Until the Equipment is returned or recovered by Star Live, the Client shall be solely responsible for its safe keeping, condition, and risk of loss.
 - 12.3.3. The Client shall pay to Star Live on demand all Charges and other sums due but unpaid at the date of such demand, together with any accrued interest under clause 5.5 and any costs and expenses incurred by Star Live in recovering the Equipment or collecting sums due (including storage, insurance, repair, transport, legal, and remarketing costs).
 - 12.3.4. Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect.
 - 12.3.5. Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
 - 12.3.6. On termination of this Contract pursuant to clause 12.1, clause 6.3.5(b) or any other repudiation of this Contract by the Client which is accepted by Star Live, without prejudice to any other rights or remedies of Star Live, the Client shall pay to Star Live on demand a sum equal to the Cancellation Fee, but for the purposes of this clause, the reference to the date of termination in clause 13.2 shall be read as the date on which Star Live serves notice to terminate the Contract or the date on which repudiation is accepted by Star Live (as determined by Star Live). The sums payable pursuant to this clause 12.3.6 shall be agreed compensation for Star Live's loss and shall be payable in addition to the sums payable pursuant to clause 12.2.3.

13. CANCELLATION

- 13.1. Subject to clause 13.2 the Client may terminate this Contract, whether before or during the Rental Period, for any reason (including but not limited to adverse weather conditions) by giving Star Live notice in writing.
- 13.2. If the Client terminates the Contract (or any part of it), except where such termination is due to Star Live's material breach, Star Live reserves the right to charge a cancellation fee ("**Cancellation Fee**"). Any sums already received by Star Live (including any Advance Payment) under this Contract will be deducted from the Cancellation Fee. The applicable Cancellation Fee shall be calculated as a percentage of the total Charges, as follows:

Date of termination	Cancellation Fee
The Contract is terminated 91 days or more before the Delivery Date	The Advance Payment. If no Advance Payment is specified, then 35% of the Charges.
The Contract is terminated 61 to 90 days (inclusive) before the Delivery Date	55% of the Charges
The Contract is terminated 31 to 60 days (inclusive) before the Delivery Date	75% of the Charges
The Contract is terminated 8 to 30 days (inclusive) before the Delivery Date	85% of the Charges
The Contract is terminated 7 days or less before the Delivery Date or during the Rental Period	100% of the Charges

- 13.3. The applicable Cancellation Fee shall become immediately due and payable upon termination of the Contract by the Client. This is without prejudice to any additional sums already accrued and payable under the Contract as of the Termination Date. In addition, the Client shall compensate Star Live for:

- 13.3.1. any work already carried out by Star Live and/or its subcontractors; and
- 13.3.2. any investments made or committed to by Star Live in relation to the Contract prior to termination.

These amounts shall be payable in addition to the Cancellation Fee.

- 13.4. For the avoidance of doubt, the payments referred to in clause 13.2 also apply in the event of termination of the Contract as a result of cancellation, postponement, interruption or premature termination of an event in connection with:

- 13.4.1. an epidemic, pandemic or contagious disease (whether national and international); and/or
- 13.4.2. any measures imposed by public authorities to prevent or manage such occurrences, regardless of the foreseeability of such circumstances.

14. GENERAL

14.1. Force Majeure

- 14.1.1. For the purposes of this Contract, a Force Majeure Event means any circumstance beyond

a party's reasonable control which prevents or delays that party from performing its obligations under this Contract. Such circumstances include (without limitation):

- i. acts of God, flood, storm, earthquake or other natural disaster;
- ii. war, armed conflict, terrorist attack, civil commotion or riot;
- iii. epidemic, pandemic or communicable disease outbreak;
- iv. fire, explosion, breakdown of plant or machinery, collapse of structures;
- v. failure or delays of utility services or transport networks;
- vi. governmental or regulatory action, including trade embargoes, denial of permits or revocation of approvals;
- vii. labour disputes, strikes, lock-outs or other industrial action (whether involving the workforce of either party or a third party);
- viii. any interruption or delay in delivery of materials or services from suppliers due to any of the above.

14.1.2. Star Live shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from a Force Majeure Event or events, circumstances or causes beyond its reasonable control.

14.1.3. In such circumstances Star Live shall be entitled to a reasonable extension of the time for performing such obligations and may propose reasonable adjustments to the Delivery Date(s), method of performance, or scope of services to accommodate the Force Majeure Event. If the period of delay or non-performance continues for one (1) week or more, Star Live may terminate this Contract by giving two (2) days' written notice to the Client.

14.1.4. Star Live may, without the need for further consent, subcontract or delegate the performance of all or part of its obligations to mitigate the impact of a Force Majeure Event.

14.1.5. Termination under this clause shall not affect:

- a) the rights or remedies accrued as at the date of termination;
- b) Star Live's right to retain any non-refundable sums or advance payment paid prior to the Force Majeure Event;
- c) the Client's obligation to pay for any work or services performed or costs reasonably incurred by Star Live prior to the date of termination (including mobilisation, custom fabrication, or third-party cancellation fees).

14.2. Confidentiality

14.2.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, hirers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause below:

- a) to its employees, officers, representatives, contractors or advisers who need to know such information for the purposes of exercising its rights or carrying out its obligations under or in connection with this Contract. Each party shall ensure that such persons comply with the terms of this clause; and
- b) as may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority.

14.2.2. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this

Contract.

- 14.2.3. Upon written request by the disclosing party, the receiving party shall return or destroy (at the disclosing party's discretion) all documents and materials containing confidential information and confirm in writing such destruction or return.

14.3. Intellectual Property Rights

- 14.3.1. All Intellectual Property Rights which are owned by a party prior to the commencement of this Contract, or which are developed by or on behalf of a party independently of the provision of the Equipment and/or Services under this Contract, shall remain the exclusive property of that party.
- 14.3.2. Nothing in this Contract shall grant, or be deemed to grant, either party any right, title, licence or interest in or to the other party's Intellectual Property Rights, other than a limited, non-exclusive, revocable licence for the Client to use any such Intellectual Property Rights strictly as necessary to operate and use the Equipment in accordance with this Contract and subject to clause 14.3.3.
- 14.3.3. The Client shall not copy, reproduce, reverse-engineer, adapt, modify, decompile or otherwise interfere with any Equipment, software or documentation provided by Star Live without Star Live's prior written consent.
- 14.3.4. Star Live reserves the right to use footage, images, and related materials from any client-commissioned project for promotional purposes, including but not limited to showreels, digital and print marketing, online platforms, and social media. However, neither party shall use the other party's name, logo, trademarks, or any other associated Intellectual Property Rights for marketing, publicity, press releases, or advertising except where such branding is incidental to the Equipment or Services provided, without obtaining the other party's prior written consent (such consent not to be unreasonably withheld, delayed, or conditioned).
- 14.3.5. Upon termination or expiry of this Contract, the Client shall cease all use of any Intellectual Property Rights licensed under this Contract belonging to Star Live and shall, at Star Live's request, return or destroy all materials containing such Intellectual Property, except to the extent necessary to comply with applicable legal or regulatory obligations.

14.4. Assignment

- 14.4.1. The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over, or otherwise deal in any way with any of its rights or obligations under this Contract without the prior written consent of Star Live.
- 14.4.2. Star Live may assign or subcontract all or part of its rights or obligations under this Contract without the Client's consent, provided that such assignment or subcontracting shall not relieve Star Live of its responsibilities under the Contract.
- 14.4.3. The Client shall not sublease, lend, or otherwise part with possession of the Equipment, nor grant or purport to grant any lien, charge, pledge, or other security interest over the Equipment. The Equipment shall at all times remain the sole and exclusive property of Star Live.

14.5. Entire Agreement

- 14.5.1. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.5.2. Each party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

14.6. Variation

14.6.1. Subject to clause 10, no variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorized representatives).

14.7. Third Party Rights

14.7.1. Unless it expressly states otherwise, this Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

14.8. Communications and Notices

14.8.1. Any notice given to a party under or in connection with this Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

14.8.2. Any notice shall be deemed to have been received:

- a) if delivered by hand, at the time the notice is left at the proper address; or
- b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

14.8.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14.9. Dispute Resolution

14.9.1. If any dispute arises out of or in connection with this Contract, including any question regarding its existence, validity, interpretation, performance, or termination (a **Dispute**), the parties shall seek to resolve it in accordance with the following procedure:

- a) Either party shall notify the other in writing of the Dispute (a **Dispute Notice**), providing reasonable details and any relevant supporting information. Upon service of the Dispute Notice, each party shall appoint a nominated representative to meet (virtually or in person) and use reasonable endeavours to resolve the Dispute in good faith within 10 Business Days.
- b) If the Dispute is not resolved within 10 Business Days of the Dispute Notice, it shall be referred to a senior manager of the Client and a director of Star Live, who shall meet and attempt in good faith to resolve the Dispute within a further 10 Business Days.
- c) If the Dispute remains unresolved, the Parties agree to refer it for expert determination by an independent expert jointly appointed by the Parties. The expert shall be a suitably qualified professional with no less than ten (10) years' relevant experience in the subject matter of the Dispute.
- d) The expert's costs shall be borne equally by the Parties unless otherwise determined by the expert.
- e) The expert shall provide a written decision and summary of reasons within fifteen (15)

days of appointment, or such longer period as agreed in writing by the Parties.

- f) The expert's decision shall be final and binding in the absence of fraud or manifest error.
- g) Neither Party may commence court proceedings in relation to the Dispute until thirty (30) days after the service of the Dispute Notice, save for applications for interim relief or to preserve limitation rights. The courts of England and Wales shall have exclusive jurisdiction in accordance with clause 14.12.

14.10. Waiver

- 14.10.1. No failure or delay by either party in enforcing or partially enforcing any provision of this Contract shall be construed as a waiver of any of its rights or remedies under the Contract or at law. Any waiver of any breach or default under this Contract shall be in writing and shall not be deemed a waiver of any subsequent breach or default. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.11. Severance

- 14.11.1. If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

14.12. Governing law and jurisdiction

- 14.12.1. This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 14.12.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.