

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1. Definitions:

Commencement Date	has the meaning given in clause 2.2.
Conditions	these terms and conditions as amended from time to time in accordance with clause 19.10.
Contract	the contract between Star Live and the Supplier for the supply of Goods, Services and/or Hire Equipment in accordance with the Order and these Conditions.
Control	the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and Controls, Controlled and the expression change of Control shall be construed accordingly.
Data Protection Laws:	laws and regulations that apply in relation to the processing of personal data including (without limitation) the General Data Protection Regulation (EU) 2016/679 ("GDPR"), the UK GDPR and the Data Protection Act 2018 and any replacement legislation coming into effect from time to time together with any codes of practice or other guidance issued by a regulatory authority. The terms process , processor , controller and personal data shall have the meaning given to them in the Data Protection Act 2018.
Deliverables	all documents, products, designs, software, reports, specifications, plans and other materials or items of any kind (including drafts) developed, provided or to be provided by or on behalf of the Supplier as part of or in relation to the Contract.
Delivery Date	the date specified in the Order and time is of the essence as to any Delivery Dates.
Delivery Location	the address for delivery as set out in the Order.
Goods	the goods (or any part of them) set out in the Order.
Hire Equipment	the items of plant and/or equipment set out in the Order, including all replacements, renewals, updates, upgrades and improvements of such equipment and all related accessories, manuals and instructions required for the operation of such equipment to be hired by Star Live pursuant to the Contract;
Hire Period	has the meaning given in clause 3.4;
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Mandatory Policies	Star Live's business policies and codes, Health & Safety, Environmental, Quality, Corporate Responsibility and Modern Slavery, as amended by notification to the Supplier from time to time.
Order	Star Live's order for the supply of Goods, Services and/or Hire Equipment, as set out in Star Live's purchase order form.
Project	the project, event or festival in respect of which the Goods, Services and/or Hire Equipment are required by Star Live.
Project Regulations	the site, supplier, contractor and/or Project rules, regulations, safety inductions and accreditation processes issued by Star Live to all relevant Suppliers, as amended from time to time;
Services	the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Specification.
Specification	any specification for the Goods, Hire Equipment and/or Services, including any related plans and drawings, that is agreed in writing by Star Live and the Supplier.
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.
Star Live Materials Supplier	has the meaning set out in clause 5.3.g). the person or firm from whom Star Live purchases the Goods, Services and/or Hire Equipment.
Supplier Pre-Existing Materials	all Intellectual Property Rights in any materials, works, content, software, tools, methodologies, processes, know-how, documentation, data, designs or other items owned by or licensed to the Supplier prior to the Commencement Date, or developed independently of the Services, and which are incorporated into, or used in connection with, the Deliverables, but excluding any Intellectual Property Rights created specifically for Star Live under this Contract.

1.2. Interpretation:

- a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- b) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- c) Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- d) A reference to writing or written includes email.

2. BASIS OF CONTRACT

- 2.1. The Order constitutes an offer by Star Live to purchase Goods, Services and/or Hire Equipment from the Supplier in accordance with these Conditions.
- 2.2. The Order shall be deemed to be accepted on the earlier of:
 - a) the Supplier issuing written acceptance of the Order; or
 - b) any act by the Supplier consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence (**Commencement Date**).

- 2.3. These Conditions apply to the Contract to the exclusion of any other terms or conditions that the Supplier seeks to impose or incorporate, or that are implied by law, trade custom, practice or course of dealing, whether referred to in any quotation, invoice, bid, tender, correspondence or otherwise. Nothing in this clause prevents Star Live from relying on any representations made by the Supplier to Star Live in relation to the Contract before the Commencement Date.
- 2.4. In the event of any conflict between the terms of the Order and these Conditions, the terms of the Order shall prevail.
- 2.5. These Conditions shall apply unless Star Live and the Supplier have entered into a separate written agreement signed by authorised representatives of both parties which expressly states that it overrides these Conditions. In the event of any conflict, that separate written agreement shall prevail to the extent of the inconsistency.

3. SUPPLY OF GOODS AND HIRE EQUIPMENT

- 3.1. The Supplier shall ensure that the Goods and Hire Equipment:
 - a) correspond with their description and any applicable Specification;
 - b) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier, or for the purpose for which they are usually supplied;
 - c) where they are manufactured products, are free from defects in design, material and workmanship and shall remain so for 24 months after delivery in respect of Goods and for the duration of the Hire Period in respect of the Hire Equipment;
 - d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods and Hire Equipment;
 - e) be safe for use and, when operated in accordance with the instructions provided, not pose any risk of harm to persons or property, nor cause damage to Star Live's equipment, personnel, or premises; and
 - f) be provided with all information, instructions and warnings required for the effective and safe operation of such Goods and Hire Equipment (as applicable).
- Hire Equipment**
- 3.2. The Supplier shall hire the Hire Equipment to Star Live for the Hire Period for use at the Delivery Location, in accordance with the Contract.
- 3.3. The Supplier shall not interfere with Star Live's quiet possession of the Hire Equipment during the Hire Period, except as permitted under the Contract or required by applicable laws.
- 3.4. The Hire Period shall commence on the start date and time specified in the Order and shall continue until the end date and time specified in the Order or as otherwise agreed in writing, unless terminated earlier in accordance with this Contract.
- 3.5. At the end of the Hire Period, the Supplier shall, at its own cost, dismantle (where applicable), remove and collect the Hire Equipment at the times specified in the Order or otherwise agreed in advance with Star Live.
- 3.6. Where the Supplier fails, due to its own fault, to remove the Hire Equipment within the agreed timeframe, Star Live may recover from the Supplier all reasonable and demonstrable costs incurred as a direct result of the delay, including storage charges and third-party fees.
- 3.7. The Supplier shall be responsible for the testing and maintenance of the Hire Equipment during the Hire Period at times agreed in advance with Star Live.
- 3.8. Star Live shall during the Hire Period:
 - a) use the Hire Equipment in accordance with the Supplier's operating instructions and take reasonable care to keep it in good and substantial repair, fair wear and tear excepted;
 - b) not make any alteration to the Hire Equipment without the Supplier's prior agreement;
 - c) not use the Hire Equipment for any unlawful purpose; and
 - d) permit the Supplier reasonable access at the end of the Hire Period (or as otherwise agreed) for the purpose of removing the Hire Equipment.
- 3.9. The Supplier shall replace any broken, faulty or missing Hire Equipment at its own cost unless the breakage, fault or loss is solely and directly due to the negligence or wilful default of Star Live or its employees or contractors.

4. DELIVERY OF GOODS

- 4.1. The Supplier shall ensure that:
 - a) the Goods and Hire Equipment are properly packed and secured in such manner as to enable them to reach their destination in good condition; and
 - b) each delivery of the Goods and Hire Equipment is accompanied by a delivery note that shows the date of the Order, the Order number (if any), the type and quantity of the Goods and Hire Equipment (including the code number of the Goods and Hire Equipment (where applicable)), and special storage instructions (if any).
- 4.2. The Supplier shall deliver the Goods and Hire Equipment on the Delivery Date and at the Delivery Location.
- 4.3. Delivery of the Goods and Hire Equipment is completed on the completion of unloading at the Delivery Location.
- 4.4. Star Live shall not be deemed to have accepted the delivery until it has:
 - a) had a reasonable period of time (being no less than 7 days or such shorter period as may be reasonable depending upon the proximity of the Delivery Date(s) to the Project date) to inspect and/or test the Goods and Hire Equipment upon delivery to the Delivery Location; and
 - b) a duly authorised officer of Star Live has signed to confirm receipt and acceptance or otherwise confirmed that it has accepted delivery following such inspection and/or testing and such acceptance shall not be unreasonably withheld.
- 4.5. During such inspection, if requested by Star Live the parties shall agree a schedule of condition of the Hire Equipment.
- 4.6. Risk in the Goods shall pass to Star Live on completion of delivery. Title in the Goods and Deliverables shall pass to Star Live on the earlier of (i) Star Live's payment for the Goods and/or Deliverables and (ii) completion of delivery of the Goods and/or Deliverables.
- 4.7. The Hire Equipment shall at all times remain the property of the Supplier, and Star Live shall have no right, title or interest in or to the Hire Equipment (save the right to quiet possession and use of the Hire Equipment subject to the terms and conditions of this Contract).
- 4.8. Subject to clause 4.9, risk for the Hire Equipment shall pass to Star Live from completion of delivery and remain with Star Live until the Hire Equipment is collected by the Supplier. The Supplier will inspect the Hire Equipment upon collection, in the presence of a Star Live representative. Star Live shall only be liable for any loss, theft, or damage (other than fair wear and tear, latent defects, or manufacturer faults) that occurs while the Hire Equipment is in its possession and is identified during such inspection, unless such damage or defect was recorded in an agreed schedule of condition at the commencement of the Hire Period pursuant to clause 4.5.
- 4.9. Where the Hire Equipment remains in Star Live's possession, custody or control due to a failure by the Supplier to collect it or be available for redelivery at the end of the Hire Period, all risk in the Hire Equipment shall pass to the Supplier at the end of the Hire Period.
- 4.10. During the Hire Period, Star Live shall, at its own expense, obtain and maintain the following insurances:
 - a) insurance of the Hire Equipment to a value not less than its full replacement value against all usual losses (the Supplier acknowledges that Star Live cannot

- guarantee the Hire Equipment shall be insured to its full replacement value unless the Supplier informs Star Live of the full replacement value of the Hire Equipment in writing upon signature of the Contract);
- b) insurance for such amounts as a prudent owner or operator of the Hire Equipment would insure for to cover any third party or public liability risks in connection with the Hire Equipment; and
 - c) insurance against such other or further risks relating to the Hire Equipment as may be required by any applicable law.
- 4.11. Star Live shall, on request, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Supplier.
- 5. SUPPLY OF SERVICES**
- 5.1. The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services to Star Live in accordance with the terms of the Contract.
 - 5.2. The Supplier shall meet any performance dates for the Services specified in the Order or agreed between the parties in writing and time is of the essence in relation to any of those performance dates.
 - 5.3. In providing the Services, the Supplier shall:
 - a) co-operate with Star Live in all matters relating to the Services, and comply with all instructions of Star Live;
 - b) perform the Services with reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - d) ensure that the Services and Deliverables will conform with all descriptions, standards and specifications set out in the Specification;
 - e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Star Live, will be free from defects in workmanship, installation and design; and
 - g) hold all materials, equipment and tools, drawings, specifications and data supplied by Star Live to the Supplier (**Star Live Materials**) in safe custody at its own risk, maintain Star Live Materials in good condition until returned to Star Live, and not dispose of or use Star Live Materials other than in accordance with Star Live's written instructions or authorisation.
- 6. SUPPLIER OBLIGATIONS**
- 6.1. The Supplier shall:
 - a) ensure that it has and at all times maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract;
 - b) observe all health and safety rules and regulations and any other security requirements that apply at any of Star Live's premises, Delivery Location or Project site (as applicable);
 - c) attend meetings with Star Live and such other parties as is reasonably requested in order to agree arrangements for the provision of the supply under the Contract.
 - d) notify Star Live as soon as practicable upon becoming aware of any matters, events, problems, notices or complaints which could affect Star Live or the Project or its ability to comply with its obligations under this Contract;
 - e) not do or omit to do anything which may cause Star Live to lose any licence, authority or consent or permission which it relies on to conduct its business;
 - f) not:
 - i. incur any expenditure in the name of or for the account of Star Live;
 - ii. hold itself out as having any authority to bind Star Live; or
 - iii. take any photos or videos in any non-public areas at the Project site or where the Contract specifically require the same.
 - 6.2. In performing its obligations under the Contract, the Supplier shall and shall ensure its personnel shall comply with:
 - a) all applicable laws, statutes, regulations and codes from time to time in force and with the utmost regard for health and safety; and
 - b) the Mandatory Policies, the Project Regulations and all documents it submits to Star Live in connection with the Contract
 and breach of this clause 6.2 shall be considered an irreparable material breach.
 - 6.3. Non-Solicitation
 - a) During the term of this Contract and for a period of six (6) months following its termination or expiry, the Supplier shall not, in relation to the Project and without the prior written consent of Star Live, directly and knowingly:
 - i. actively solicit the business of any client, customer or supplier of Star Live with whom Star Live has a material contract and with whom the Supplier had direct and material involvement through the performance of this Contract, where such solicitation is for the purpose of providing goods or services that are materially similar to those supplied by Star Live; or
 - ii. actively induce any individual who is employed or engaged by Star Live, and with whom the Supplier had direct and material contact through the performance of this Contract, to leave their employment or engagement with Star Live.
 - b) For the avoidance of doubt, this clause shall not prevent:
 - i. general marketing or promotional activities not specifically targeted at Star Live's clients, customers, suppliers or personnel;
 - ii. situations where a client or site owner independently approaches or issues instructions to the Supplier in circumstances where Star Live and the Supplier are both present on site or otherwise engaged on the same Project, provided the Supplier does not seek to circumvent Star Live or undermine its contractual relationship; or
 - iii. the employment or engagement of any person who responds to a bona fide public advertisement or recruitment process not targeted at Star Live personnel.
 - c) The parties agree that the restrictions in this clause 6.3 are reasonable and proportionate having regard to the nature of the Project, the Supplier's role, and the Supplier's visibility to clients and third parties on site.
 - 6.4. The Supplier warrants that it shall not and shall procure that its personnel shall not through its or their respective acts or omissions bring Star Live, or the Project into disrepute or make any statement that is defamatory, disparaging of or derogatory to Star Live, or the Project or, without the prior written approval of Star Live, make any public statement or issue any images in any media worldwide (including the internet) relating to the Project, Star Live, or the terms of the Contract.
- 7. STAR LIVE REMEDIES**
- 7.1. If the (i) Supplier fails to deliver the Goods or Hire Equipment on the Delivery Date or to perform the Services by the applicable date; (ii) Supplier has delivered Goods and/or Hire Equipment that do not comply with the undertakings set out in clause 3.1, irrespective of whether or not it has accepted the Goods and/or Hire Equipment; and/or (iii) the Supplier has supplied Services that do not comply with the requirements of clause 5.3.d), then Star Live shall, acting reasonably (and provided it has given the Supplier an opportunity to remedy the failure where appropriate to do so), without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:
 - a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - b) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Goods or Hire Equipment that it has not delivered;
 - c) to reject the Goods, Hire Equipment and/or Deliverables (in whole or in part) it has delivered whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
 - d) to require the Supplier to repair or replace the rejected Goods and/or Hire Equipment, or to provide a full refund of the price of the rejected Goods and/or Hire Equipment (if paid); and
 - e) to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
 - f) obtain substitute goods, equipment or services from an alternative supplier and the Supplier shall be responsible for any reasonable and demonstrable additional costs directly incurred by Star Live in obtaining such replacement supply; and
 - g) to recover from the Supplier all costs, losses and expenses suffered or incurred by Star Live as a direct result of any delay or failure by the Supplier in delivering the Goods or Hire Equipment or performing the Services in accordance with the Contract, including (without limitation):
 - i. costs of procuring alternative or replacement goods, equipment or services;
 - ii. additional labour, logistics, storage, transport, rescheduling or accommodation costs;
 - iii. third-party charges, penalties or claims incurred by Star Live; and
 - iv. any other losses which were reasonably foreseeable at the Commencement Date.
 - 7.2. These Conditions shall extend to any substituted or remedial services or repaired or replacement goods supplied by the Supplier.
 - 7.3. Star Live's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.
- 8. STAR LIVE'S OBLIGATIONS**
- 8.1. Star Live shall:
 - a) co-operate with the Supplier in all matters relating to the Contract;
 - b) provide the Supplier with reasonable access at reasonable times to Star Live's premises for the purpose of providing the Services; and
 - c) provide such necessary information for the provision of the Services as the Supplier may reasonably request.
- 9. CHARGES AND PAYMENT**
- 9.1. The price for the Goods and/or Hire Equipment:
 - a) is the price set out in the Order; and
 - b) includes the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by Star Live.
 - 9.2. The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services.
 - 9.3. The Supplier shall invoice Star Live in accordance with the payment schedule in the Order for the Goods, Services and/or Hire Equipment provided.
 - 9.4. Star Live shall pay the invoiced amounts within 30 days of the date of a correctly rendered undisputed invoice to a bank account nominated in writing by the Supplier. A correctly rendered invoice must include the correct purchase order (PO) number and relevant project reference, together with such supporting information as Star Live may reasonably require. If Star Live disputes any invoice in good faith, it shall notify the Supplier promptly, and payment of the disputed amount shall be suspended until resolution.
 - 9.5. All amounts payable by Star Live under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to Star Live, Star Live shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable, at the same time as payment is due.
 - 9.6. Without prejudice to its other rights or remedies, Star Live may, acting fairly, set off any undisputed sums owed to it by the Supplier under this Contract or any other agreement between the parties against any sums payable to the Supplier under this Contract, provided Star Live shall notify the Supplier in the event that it seeks to set off any sums under this clause 9.6. The Supplier shall pay all sums due under this Contract in full without deduction or withholding, except as required by law. Exercise of this right shall not affect any other rights or remedies available to either party.
- 10. INTELLECTUAL PROPERTY RIGHTS**
- 10.1. All Intellectual Property Rights in any Deliverables specifically created or commissioned for Star Live under this Contract (excluding the Supplier's Pre-Existing Materials) shall vest in Star Live upon payment of the applicable charges in full.
 - 10.2. The Supplier retains ownership of all Intellectual Property Rights in the Supplier Pre-Existing Materials.
 - 10.3. The Supplier grants to Star Live a perpetual, irrevocable, worldwide, non-exclusive, royalty-free licence (with the right to sublicense to Star Live's clients, site owners and contractors) to use, copy, adapt, modify, maintain and support the Supplier Pre-Existing Materials to the extent necessary for Star Live to use, maintain and modify the Deliverables for the purposes of its business and the Project.
 - 10.4. The Supplier shall promptly execute all documents and do all acts reasonably required to give full effect to this clause 10, including (where applicable) the assignment of Intellectual Property Rights and the waiver of any moral rights in the Deliverables to the extent permitted by law.
 - 10.5. Star Live grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to use any Star Live Materials for the term of the Contract for the purpose of providing the Services to Star Live.
 - 10.6. The Supplier acknowledges that all rights in Star Live Materials are and shall remain the exclusive property of Star Live.
- 11. INDEMNITY**
- 11.1. The Supplier shall indemnify Star Live against all liabilities, damages, losses incurred by Star Live as a result of:
 - a) any claim that the supply, receipt or use of the Goods, Hire Equipment, Services and/or Deliverables (excluding Star Live Materials) infringes the Intellectual Property Rights of any third party, except to the extent caused by Star Live's specifications or instructions; and
 - b) any claim by a third party for death, personal injury or damage to property arising out of or in connection with defective Goods, Hire Equipment or Deliverables, to the extent that the defect is attributable to the acts or omissions of the Supplier.
- 12. INSURANCE**
- During the term of the Contract and for a period of 12 months afterwards, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract. All such policies shall provide a minimum limit of indemnity of five million pounds sterling (£5,000,000) per claim and in the aggregate per annum for Public Liability and Product Liability. The Supplier shall produce to Star Live on demand evidence confirming the contractually required level of cover is in place and the receipt for the then current premiums.
- 13. LIMITATION OF LIABILITY**
- 13.1. Nothing in this Contract shall limit or exclude the liability of either Party for:
 - a) death or personal injury caused by its negligence;
 - b) fraud or fraudulent misrepresentation; or

- c) any other liability which cannot be limited or excluded by applicable law.
- 13.2. The aggregate liability of Star Live in respect of any loss or damage suffered by the Supplier and arising out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the sum actually paid by Star Live to the Supplier under the Contract in the calendar year in which such liability arose. Nothing in this Clause 13.2 shall limit Star Live's payment obligations under the Contract.
- 13.3. The aggregate liability of the Supplier to Star Live under or in connection with this Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be the higher of:
- in respect of matters for which the Supplier is insured, the minimum limit of indemnity required under Clause 12; and
 - in respect of all other loss or damage, two (2) times the total charges payable in connection with the Contract.
- 13.4. Neither Party shall be liable to the other for any indirect, special, incidental, consequential, or exemplary damages, except where such damages arise from:
- any indemnity given by the Supplier;
 - infringement of Intellectual Property Rights; or
 - breach of confidentiality.
- 13.5. Notwithstanding any other provision of this Contract, the Supplier shall have no liability to Star Live to the extent directly caused if it is prevented from performing or delivering any aspect of the Services because it is unable to gain access to the location for performance of the Services or to connect to any utilities formally requested and confirmed by Star Live as necessary to deliver the Services, provided that such failure or delay is not caused or contributed to by the Supplier, and the Supplier has taken all reasonable steps to mitigate such circumstances and has promptly notified Star Live.
- 14. TERMINATION**
- 14.1. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 14.1.b);
 - the other party suspends or ceases, or threatens to suspend or cease, carrying on business; or
 - the other party'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.
- 14.2. Star Live shall have the right to terminate the Contract with immediate effect by giving written notice to the other party if:
- if an adverse act or omission by the Supplier results in significant harm to Star Live or its customer, the Project and/or reputational damage for either Star Live or its customer;
 - there is a change of Control of the Supplier which, in Star Live's reasonable opinion, materially affects the Supplier's ability to perform its obligations under this Contract. The parties may, prior to termination, discuss in good faith whether the Contract can continue on agreed terms; and
 - Star Live ceases to have the necessary licences, approvals to organise and hold the event to which the Project relates.
- 14.3. Star Live may cancel this Contract in whole or in part prior to delivery of the Goods, Hire Equipment or performance of the Services by giving written notice to the Supplier. In such circumstances, and in the event of any termination under clause 14.2(c), Star Live shall pay for:
- Goods properly manufactured and ready for delivery at the date of cancellation; and
 - reasonable, evidenced and non-recoverable costs irrevocably committed solely for the purposes of this Contract, subject always to the Supplier having used all reasonable endeavours to mitigate such costs, including (without limitation) taking reasonable steps to redeploy, reschedule or reuse personnel, equipment, materials or other resources where practicable. The Supplier shall provide reasonable supporting evidence of any costs claimed under this clause
- 15. CONSEQUENCES OF TERMINATION**
- 15.1. On termination of the Contract,
- the Supplier shall immediately deliver to Star Live all Deliverables whether or not then complete, and return all Star Live Materials; and
 - the Supplier shall be entitled to take possession of the Hire Equipment. The Supplier shall, at its own cost and subject to compliance with Applicable Laws, be permitted reasonable access to the Delivery Location (or such other location as the Hire Equipment is then situated) during normal working hours, or at such other times as may be reasonably agreed with Star Live, for the purpose of dismantling (where applicable), removing and collecting the Hire Equipment. The Supplier shall exercise its rights under this clause in a manner that causes as little disruption as reasonably practicable to Star Live, the Project and any third parties, and shall comply with all applicable health and safety requirements, Mandatory Policies and Project Regulations while on site.
- 15.2. Termination of the Contract shall not affect the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 15.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
- 16. CONFIDENTIALITY**
- 16.1. Each party undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 16.2.
- 16.2. Each party may disclose the other party's confidential information:
- to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 16; and
 - as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 16.3. Neither party may 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 the Contract.
- 17. FORCE MAJEURE**
- 17.1. For the purposes of this clause 17, a Force Majeure Event means any event, circumstance or cause beyond the reasonable control of a party which prevents or delays that party from performing any of its obligations under this Contract, and which could not have been prevented or mitigated by the exercise of reasonable foresight, care or diligence. This includes, without limitation, acts of God, flood, storm, earthquake or other natural disaster; war, armed conflict, terrorist attack, civil commotion or riot; epidemic, pandemic or outbreak of communicable disease; fire, explosion, breakdown of plant or machinery or collapse of structures; failure or delay of utility services or transport networks; governmental or regulatory action (including trade embargoes, denial of permits or revocation of approvals); labour disputes, strikes, lock-outs or other industrial action (whether involving the workforce of either party or a third party); and any interruption or delay in the delivery of materials or services from suppliers caused by any such events, circumstances or causes.
- 17.2. Provided it has complied with clause 17.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 17.3. The Affected Party shall:
- as soon as reasonably practicable after the start of the Force Majeure Event but no later than 24 hours from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and
 - use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 17.4. Either party may, during the continuance of any Force Majeure Event, terminate the Contract by written notice to the other if a Force Majeure Event occurs that affects all or a substantial part of the Contract and which continues for more than twenty business days.
- 18. ANTI-BRIBERY AND MODERN SLAVERY**
- 18.1. The Supplier shall:
- comply with all Applicable Laws relating to anti-bribery, anti-corruption, and anti-slavery, including the Bribery Act 2010 and the Modern Slavery Act 2015;
 - have, maintain, and enforce throughout the term of the Contract its own policies and procedures to ensure compliance with these laws;
 - promptly report to Star Live any request or demand for any undue financial or other advantage of any kind, or any actual or suspected slavery or human trafficking, in connection with the performance of the Contract; and
 - ensure that all persons associated with the Supplier in connection with the Contract comply with this clause.
- 18.2. Breach of this Clause 18 shall be deemed an irreparable material breach of the Contract.
- 19. GENERAL**
- 19.1. Assignment and other dealings.**
- Star Live may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
 - The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Star Live.
- 19.2. **Subcontracting.** The Supplier may not subcontract any of its rights and obligations under the Contract without the prior written consent of Star Live. If Star Live consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.
- 19.3. **Supplier Status and Tax Compliance.** The Supplier is engaged as an independent contractor and nothing in this Contract shall render the Supplier or its personnel employees, workers or agents of Star Live. Where the Supplier is an individual or supplies services through a personal service company or other intermediary, the Supplier shall provide such information as Star Live reasonably requires to determine the application of the off-payroll working rules (IR35). The Supplier shall remain responsible for all taxes, National Insurance contributions and statutory payments arising in connection with the Services. The Supplier shall indemnify Star Live against any tax, National Insurance, interest, penalties or associated costs arising from any failure by the Supplier to comply with its obligations under this clause, except to the extent deductions have been properly made by Star Live in accordance with applicable law.
- 19.4. **Data Protection.** Each Party shall comply with all applicable Data Protection Laws, including the UK GDPR and the Data Protection Act 2018. Where the Supplier processes personal data on behalf of Star Live in connection with the Contract, the Supplier shall act as a processor and shall:
- process personal data only on documented instructions from Star Live;
 - ensure appropriate confidentiality obligations apply to all authorised personnel;
 - implement appropriate technical and organisational security measures;
 - not appoint sub-processors without Star Live's prior written consent and shall remain liable for them;
 - notify Star Live without undue delay of any personal data breach; and
 - at Star Live's option, delete or return personal data upon termination, unless retention is required by law.
- Where the Supplier provides personal data to Star Live for accreditation or operational purposes, Star Live shall act as an independent controller in accordance with applicable Data Protection Laws.
- 19.5. **Supplier Conduct.** Star Live may require the Supplier to remove and promptly replace any personnel whose conduct, competence, behaviour or performance is, in Star Live's reasonable opinion, unsatisfactory or poses a risk to health, safety, security or reputation. The Supplier shall comply with such requirement without delay.
- 19.6. **Severance.** If any provision or part-provision of the 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 the Contract. If any provision of the Contract is deemed deleted under this clause 19.6, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 19.7. **Waiver.**
- A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
 - A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.
- 19.8. **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 19.9. **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 19.10. **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by both parties or their authorised representative.
- 19.11. **Governing law.** The 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 and the courts of England and Wales shall have exclusive jurisdiction.