## KEITH HARPER trading as EVENT / LIGHTING / DESIGN

## TERMS OF BUSINESS

## **DEFINITIONS**

- "The Supplier" shall mean KEITH HARPER EVENT LIGHTING DESIGN, hereafter referred to as EVENT
- "The Client" shall mean the person, corporation, charity, or company, named on The Invoice, taking equipment, or employing The Supplier.
- "The Contract" shall mean the signed contract between EVENT & The Client, or a purchase order number supplied to EVENT by the client.
- "The Items" Shall mean all the services and equipment, supplied by EVENT
- "The Quote" Shall mean the quote supplied to The Client, prior to any invoice being raised.
- "The Invoice" Shall mean the invoice submitted to The Client for payment.

## **TERMS**

- 1) All services and equipment supplied by EVENT are subject to these Terms of Business, unless expressly rejected by The Client, in writing, prior to the signing of The Contract, or the issuing, by the client, of a purchase order number.
- 2) If EVENT is unable to supply previously booked equipment, or service, our liability will be limited to offering a suitable alternative, or refund.
- 3) If EVENT are prevented from supplying previously booked equipment or service by Force Majeure, including, but not limited to, war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action, the contract will be suspended until such time that the Force Majeure has passed.
- 4) The contract period will be noted on The Quote and on The Invoice.
- 5) EVENT shall not be responsible for injury or damage, to persons or property, howsoever sustained, from our supplied equipment.
- 6) Our supplied equipment remains the property of EVENT at all times.
- 7) The Client shall ensure that all equipment provided by EVENT is fully protected from, and insured against, all risks.
- 8) If The Contract is cancelled by The Client, in whole or in part, within 14 days of the contract period, the full invoice value will be charged.
- 9) Any discounts applied to an invoice will become void if the terms of payment stated in The Contract and/or The Invoice, are not adhered to.
- 10) Interest is charged on late payments at 8%, plus the Bank of England base rate.
- 11) EVENT reserve the right to use any video or still images taken during the period covered by The Invoice, for promotional use, unless otherwise instructed in writing by The Client.
- 12) The agreement to which these terms shall apply, shall be construed in accordance with the Laws of England, and the parties agree to accept the jurisdiction of the Courts of England.