

TV & FILM STUDIO GROUP

In association with Vestis Consultancy Group Ltd



TERMS & CONDITIONS

Company Details:

Please see company information below for contact and payments.

Name: Vestis Consultancy Group Ltd – 09920250 (trading as TV Studio Group)
Invoice Address: VCG | Sanford House, Skeet Hill Lane, Orpington BR6 7RX

Bank: Barclays Bank Plc.
Sort Code: 20-45-45
Account: 43329739

VAT Number: 389 7248 31

Email@Vestis.org.uk +44 (0) 7956 511 051

email@TVstudiogroup.com

<https://TVstudiogroup.com>



Terms & Conditions

Definitions

'Company' means Vestis Consultancy Group – VCG trading as TV Studio Group - TSG

'Client' means 'as stated client above'

'Delivery Date' means the date of delivery of first equipment to site.

'Start Build Date', 'End Build Date', 'Start Removal Date', 'Finish Removal Date', 'Equipment', 'Net Price' and 'Site' shall have the meanings as set out in the quotation.

'Period of Hire' means the period from the Delivery Date until the Equipment has been dismantled and removed from the Site.

'Quotation' means the quotation sent by the Company to the Client as set out overleaf.

'Contract' means a contract between the Company and Client for the hire of the Equipment.

'Equipment' means the items listed on the Quotation.

'Site' means the delivery address included on the Quotation.

These conditions shall apply to all orders and contracts for the supply of Equipment in the UK by the Company or its authorised agents and if there are any qualifications or variations to these conditions it is important for the avoidance of doubt that such variations should be in writing in the space overleaf.

All orders for goods shall be deemed to be an offer by the Client to hire goods in accordance with these conditions and the Quotation.

Nothing in this Contract shall exclude or limit any statutory rights of the Client which may not be excluded or limited due to the Client acting as a consumer. Where the Client is acting as a consumer certain provisions may, subject to determination by the Courts, have no force or effect.

The Company Undertakes

- To deliver the Equipment on the Delivery Date and to proceed to erect for use on or before the End Build Date for the Use Period.
- To dismantle and remove the Equipment from the Site during the period between the Start Removal Date and the Finish Removal Date.
- To insure the Equipment.
- To provide a Project Manager as a point of contact throughout the project in planning, delivery, build, Period of Use and removal. Contact details for the Project Manager and VCG head office will be made available to the Client following the appointment of the Project Manager. Should it be necessary for VCG to change the Project Manager, the Client will be notified and an alternative Project Manager will be appointed.

The Clients Undertake

- To pay interest on all monies outstanding 30 days after the end of the invoice month for payments as specified within the Project Specifics overleaf both before and after judgement at a rate of 4% per annum above the base rate of National Westminster Bank Plc from time to time.
- To provide the Company a reasonable period before the Delivery Date with an accurate plan of the Site showing all relevant services and any apparent obstacles which may affect the erection of the equipment and the position on the Site which the Equipment is to be erected and to advise the Company of any alterations in the Site of which it is aware that may take place after the date the plan is provided.
- Is to advise on local weather conditions to establish correct installation times, additional costs may be applied should any installation time be extended beyond the build schedule due to poor or adverse weather conditions.

Client to undertake - continued

- To give notice to or obtain any necessary permits from local authorities and/or the Site owners prior to erection at the hirer's expense.
- If any part of the Equipment includes electrical apparatus, to provide such power points and supply as may be reasonably required by the Company within 15m of the Equipment.
 - Not to enter the Build Area of the Equipment as identified on the VCG Phasing Plan while it is being erected by the Company, unless otherwise agreed with the VCG Project Manager.
 - To keep any part of the Equipment that is framed structure, Floor or a tent completely closed and secure and any door in place and fastened when not in use.
 - During the Period of Hire to be responsible for the maintenance and safe custody of the Equipment and to reimburse the Company for any loss occasioned there to (fair wear and tear excepted).
 - Not to tamper with the structure or any part of the Equipment and not to affix or suspend from the Equipment any items whatsoever without the Company's prior written consent, save as agreed between the Company and the Client.

Variations

- The Price is based on the assumption that the Client provides an accessible, firm site, served by a firm access road adjacent to the Site with adequate hard-standing for commercial vehicles and is free from flooding, trees and overhead obstruction.
- If this is not the case or if the Client wishes the Company to erect the Equipment in a different position on the Site to the one indicated by the Client to the Company at the time of the Quotation, the Company may increase the price.
- Where continued business means that delivery of equipment is to be made by instruction of the client prior to receipt of a signed confirmation, purchase order or deposit payment, the client agrees to the acceptance of the company terms and conditions.

Understandings

- The Price does not include making good any repairs to the Site that have not been directly caused by VCG operations or Equipment.
- All sums payable under this Agreement unless otherwise stated are exclusive of VAT and other duties or taxes. Any VAT or other duties taxes payable in respect of such sums shall be payable in addition to such sums.

Cancellation

- Either party shall have the right to terminate this Contract without penalty within seven days from the date hereof subject to written confirmation of such termination being given by one party to the other within such period.
- Once the period of 7 days referred to in the preceding clause has passed should the Client cancel the Contract, compensation will be payable at 50% of the Price, except where cancellation is within 7 days prior to the period of Hire, the Compensation will be the Price.
- If the Client cancels pursuant to the preceding clause and the Company is able to re-let the Equipment then the Client shall not pay the full cancellation charge but administration charge based on the costs incurred by the Company in re-letting the Equipment, which in any event shall not exceed 20% of the Price.
- Only written notification with full payment shall be accepted to terminate any on-going or rolling contract. Full payments of any outstanding rent, repairs and removal costs are to be paid by the client at least two week prior to removal and before the company accepts termination of any contract.

Limitations of Liability

- All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.
- If the Company is found to be liable in respect of any loss or damage to the Client's property, the extent of the Company's liability will be limited to the retail cost of replacement of the damaged property.
- Any defective Equipment must be referred to the Company before the Company will have any liability for defective Equipment.
- The Company shall have no liability to the Client if, without just cause, any monies due in respect of the Equipment have not been paid in full by the due date for payment as outlined in the Payment Schedule below.
- The Company shall have no liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Client's continued use of defective Equipment after a defect has become apparent or suspected or should reasonably have become apparent to the Client.
- Neither party shall have no liability to the other for any:
 - consequential losses (including loss of profits and/or damage to goodwill);
 - economic and/or other similar losses;
 - special damages and indirect losses; and/or
 - business interruption, loss of business, contracts and/or opportunity
- The Company's total liability to the Client under and/or arising in relation to any Contract shall not exceed £1000.
- Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:
 - liability of breach of contract;
 - liability in tort/delict (including negligence); and
 - liability for breach of statutory and/or common law duty
- Nothing in this Contract shall exclude or limit the liability of the Company for death or personal injury due to the Company's negligence nor exclude or limit any other type of liability which it is not permitted to exclude or limit as a matter of law.

Project Specifics

- **Payment Schedule** - The payment schedule shall be based on the total figure as shown in the Quotation and may be adapted by the Company subject to each project. Standard payment terms are outlined as follows and may vary based on length of hire, late payment can often result in 5% interest charged weekly:

Stock Structure / Main body of Hire:

- 50% Deposit to secure the Contract
- 40% First installation 1x month prior to Delivery Date
- 10% Final payment to be received on sign-off of installation
- Installations total less than £10,000 payable in advance.

Bespoke / Manufacturing:

- 100% Manufacturing payment due with Deposit payment to confirm and secure production works
- **Phasing** - final phasing and lift plans will be issued for review and approval by the Client in accordance with LOLER specifications. Build specifics, including hand over dates, completion dates and clear of site dates will be outlined within the VCG/TSG Method Statement Lift Plan, which will be issued to the Client for review and approval on request. Any amendments made following initial review will be issued as subsequent reviews for Client approval.

Jurisdiction

The proper law of the Contract shall be English Law and the English Courts will have exclusive jurisdiction.