



# Terms and Conditions

## 1. Definitions and Interpretation

- 1.1. 'The Stage Bus', 'The Stage Bus Ltd', 'TSB', 'we', 'us', and 'our' all refer to The Stage Bus Ltd, a company registered in England under company number 8395008.
- 1.2. 'The Equipment' shall mean all goods, components, plant, machinery, vehicles, fittings, office furniture, equipment and loose tools owned, hired or otherwise in the possession of The Stage Bus and The Stage Bus Vehicle or any items hired from The Stage Bus Ltd or any part thereof.
- 1.3. 'The Customer', 'you', and 'your' refer to the person, firm, company, or corporate or public body hiring The Equipment.
- 1.4. 'Consequential Loss' shall mean any loss of profits, contracts or other consequential loss or damage whatsoever.
- 1.5. 'The Stage Bus Vehicle' means any one or more of the vehicles owned, hired, operated by or otherwise in the possession of The Stage Bus Ltd, as specified in the contract.
- 1.6. 'The Parties' means The Stage Bus and the Customer and a reference to 'a Party' shall mean a reference to either one or both of them.
- 1.7. 'The Invoice' means any list of charges sent to the Customer with a request for payment and containing a schedule of terms and conditions for making payment.
- 1.8. 'The Stage Bus Crew' means any one or more of those persons engaged, employed, hired, commissioned, or otherwise instructed by The Stage Bus to assist in the operation of the Stage Bus Vehicle and the Equipment.
- 1.9. 'The Contract' means these terms and conditions and the payment terms set out in the invoice which shall be read in conjunction with any other terms and conditions or other agreements or amendments made in writing between the Parties. For the avoidance of doubt, the Contract is agreed upon payment of any deposit by the Customer to secure booking of the Event.
- 1.10. 'The Event' means the occasion for which The Stage Bus has been hired.
- 1.11. 'The Hire Period' means the time between the arrival of the Stage Bus Vehicle at the site of the Event and the time of departure from the site.
- 1.12. 'Working Day' means any day other than a Saturday, Sunday, or any day which is a bank or public holiday in England.
- 1.13. 'Cost of Hire' means any fee or sum charged by The Stage Bus to the Customer for the purpose of the hire.
- 1.13. This agreement shall be governed by and construed in accordance with the law of England and Wales, and each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

1.14. This agreement is made only in the English language. If there is any conflicting meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

## **2. In this agreement unless the context otherwise requires:**

- 2.1. Words importing any gender include every gender;
- 2.2. Words importing the singular include the plural and vice versa;
- 2.3. Words importing persons include firms, companies and corporations and vice versa;
- 2.4. References to numbered clauses are references to the relevant clauses in these terms and conditions;
- 2.5. Where any obligation is undertaken by two or more persons jointly they are to be jointly and severally liable in respect of that obligation;
- 2.6. Any obligation on any Party not to do or omit to do anything is to include an obligation not to all that thing to be done or omitted to be done;
- 2.7. The headings to the clauses of this agreement are included for clarity and ease of reference and shall not affect the interpretation thereof;
- 2.8. Any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or bylaw made under that enactment.

## **3. Power to enter this contract**

- 3.1. The signatory to the contract warrants that they are duly authorised on the Customer's behalf to enter into the Contract and hereby personally indemnifies The Stage Bus against any losses and costs that may be incurred by The Stage Bus if that is not the case.
- 3.2. The Parties acknowledge that, in entering into this agreement, they do not do so in reliance on any representation, warranty or other provision except as expressly provided in this agreement or in writing agreed between the Parties, and any conditions, warranties or other terms implied by statute or common law are excluded from this agreement to the fullest extent permitted by law.
- 3.3. This agreement may not be varied except by an instrument in writing signed by the authorised representatives of all the Parties to this agreement.

## **4. Terms of Contract**

- 4.1. These conditions have in effect in substitution for and to the exclusion of any conditions put forward by the Customer.
- 4.2. Unless otherwise agreed in writing by the Parties, the Customer must sign and return the Contract within 48 hours of being sent it by The Stage Bus in order to secure the booking. In any event, the Contract is agreed upon payment of any deposit by the Customer to secure booking of the Event.
- 4.3. The Customer has booked only the Equipment specified on their contract and invoice. It is your responsibility to confirm any required additions and any proposals or quotes will not constitute a booking of any specific equipment.

## **5. Payment and Charges**

- 5.1. The full terms of payment are set out in the Invoice. The Customer agrees to be bound by these.
  - 5.1.1. Unless otherwise agreed in writing by the Parties, if the Customer does not make payment according to the terms set out in the Invoice, The Stage Bus reserves the right to cancel the booking without notice.

5.2. A revised Invoice may be issued (and the previous one cancelled) upon agreement between the Parties. In the absence of a revised Invoice, all prices are as stated in the Invoice.

5.3. Additional costs may result if changes are made to the information provided by the Customer. You agree to meet these.

5.4. You must notify us in writing as soon as reasonably possible in the event of cancellation. If you cancel your booking with The Stage Bus, or if The Stage Bus cancels your booking under Clause 5.1.1, the following charges will apply:

5.4.1. Where notice of cancellation is received more than six weeks prior to the Event, the Customer shall be liable to pay 50% of the cost of hire;

5.4.2. Where notice of cancellation is received less than six weeks but more than one week prior to the Event, the Customer shall be liable to pay 80% of the cost of hire;

5.4.3. Where notice of cancellation is received one week or less prior to the Event, the Customer must pay the full cost of hire.

5.5. Changing the date of your event is considered the same as cancelling your event and booking a new event and the default position is that cancellation fees apply along with all relevant fees for the new booking. The Stage Bus may, at its absolute discretion, transfer monies paid for a cancelled booking to a new booking. In the event that monies are transferred in this way, an admin fee will be charged.

5.6. The Customer is entitled to administration time sufficient to complete and provide all standard documentation, including the Invoice and Contract. If you require the completion of additional paperwork, The Stage Bus may charge an additional fee of £50. You will be informed, upon receipt of documentation to be completed or queries to be answered, that you will be subject to this fee.

## **6. The Customer's Responsibilities**

6.1. You agree that you are satisfied with the Risk Assessment, Method Statement, and all other documentation provided by The Stage Bus.

6.2. The Customer must provide The Stage Bus with a minimum of two persons of contact with the event organisers. At least one person of contact must be available on the date of the Event, unless otherwise agreed. If, in the seven days prior to the date of the Event, The Stage Bus is unable to make contact with the Customer after making all reasonable attempts to do so, The Stage Bus reserves the right to cancel our attendance at the Event and the Customer shall be liable for the full cost of hire.

6.3. The Customer will provide drinking water, toilet facilities, and suitable first aid facilities for The Stage Bus Crew and for any artists playing on the stage for the duration of the event and at all times that the Stage Bus Crew are present at the Event Site.

6.4. The Customer is responsible for the behaviour of all performers, staff and other attendees at the Event. The Stage Bus will not tolerate any abusive or threatening behaviour towards The Stage Bus Crew or Equipment. In the event of this occurring the Event will be terminated immediately and no money will be refunded to you.

6.5. The Customer is responsible for making safe any cross-site cable runs by covering and/or marking them. The Customer may contact The Stage Bus for recommendations relating to site safety. However, The Stage Bus accepts no responsibility in preparing the site for the Event.

6.6. The Customer must inform The Stage Bus a minimum of one week in advance of the acts which will be attending on the stage, and the technical requirements of these acts. Failure to provide this information may result in a lower quality of lighting and sound. The Stage Bus accepts no liability for poor quality of lighting or sound caused by the Customer's failure to provide technical requirements and other information.

6.7. The Customer will provide The Stage Bus with a copy of photographic proof of identity

in the form of a UK driving licence or passport or other acceptable document. The Customer will also provide The Stage Bus with letter headed stationery or a copy of a utility bill.

6.8. The Customer is expected to have obtained any required permissions, licences, or other documentation required for the event. The Stage Bus may request to see this documentation upon arrival at the site, or prior to arrival by post or email. Failure to fulfil this will result in The Stage Bus not performing and The Stage Bus accepts no liabilities arising from attendance or performance at an event which has missing, incorrect, or invalid documentation.

6.9. In the event that any person employed by The Stage Bus is required to attend an Event for more than four hours for any reason (whether or not pre-booked for such duration) the Customer must indicate whether or not they intend to provide food for The Stage Bus Crew so employed.

6.9.1. Each and every person employed by The Stage Bus to attend an Event is entitled to a number of meals equal to one after the first four hours of the Event, and thereafter one at every six hour interval, up to a maximum of three meals in a 24 hour period.

6.9.2. If the Customer does not intend to provide food, you will be charged £17.50 per qualifying person, per expected number of meals required. This amount will be invoiced prior to the event, but an additional amount may be charged after the event if more meals are required.

6.9.3. Where food is supplied by the Customer, all meals must be of an appropriate size and quality, and of an acceptable standard of warmth and freshness. All meals must also be appropriate for the relevant staff members, with arrangements made for dietary and allergen requirements, and religious requirements. The sufficiency of the food provided is entirely at the discretion of the relevant staff member.

6.9.4. Where food is supplied by the Customer, the Customer must ensure that details of how staff members are to access food is provided to The Stage Bus in writing a minimum of two weeks prior to the event. Where this information is not supplied, an invoice will be issued for £20 per qualifying meal which must be paid in accordance with all other balances due prior to the Event. The staff members on site will make a maximum of two requests during the Event to the customer or a representative of the customer for food. Where this fails to provide a sufficient result, and food provision remains outstanding, the staff members will make alternative arrangements, and an invoice for £25 per qualifying meal will be issued after the Event.

6.10. For events with an overnight stay, The Stage Bus Crew is usually accommodated on the vehicle. Therefore, if your event is of such a type, The Stage Bus requires 24 hour access to the Vehicle site, a toilet, and a supply of drinking water. If this is not possible, then it is the Customer's responsibility to provide and fund alternative accommodation and transport for The Stage Bus Crew.

6.11. If the Hire Period is longer than six hours, the Event must be organised such that The Stage Bus Crew are able to take such breaks as are legally required by the Working Time Regulations 1998. If this is not possible the Customer will be required to book additional crew. Failure to do either may result in the Stage Bus Equipment being deactivated whilst a crew member takes the break to which they are legally entitled.

6.12. If the Event requires the demounting of The Stage Bus Equipment from the Vehicle, the Customer must provide parking for the Vehicle in a suitable and secure location.

6.13. The Customer is expected to carefully check and confirm all details provided by The Stage Bus prior to the Event on the job handover sheet, including event start and finish times. If any of the details provided are incorrect, the Customer must inform The Stage Bus of the correct information within one working day of receiving the job handover sheet. If the Customer fails to do so, the Stage Bus Equipment may cease operation at the time specified

on the job handover sheet. If, at that time, the Customer wishes the Equipment to operate later than the time specified, The Stage Bus may charge an additional fee. Any continued operation, or any fee, will be entirely at the discretion of The Stage Bus.

6.14. Members of The Stage Bus Crew will attend the Event wearing appropriate clothing, including a plain or Stage Bus branded black top, practical dark coloured trousers, and practical black shoes or boots, unless specifically told otherwise. If the Customer requires Crew members to wear specific clothing, it is the Customer's responsibility to inform The Stage Bus of this requirement one week in advance of the event and to provide the required clothing, or pay for it to be provided.

6.15. Where The Stage Bus agrees to waive any of the above terms, a fee may be charged to cover reasonable costs resulting from the waiver. This fee will be agreed upon in writing by the Parties and will form part of the Hire Fee.

## **7. Copyright, Licensing and Privacy**

7.1. The Stage Bus hereby notifies the Customer that playing or showing copyright material in circumstances where you or anyone authorised by you does not hold the appropriate licence of the copyright holder will infringe copyright and you may become liable in damages for doing so. The Stage Bus accepts no responsibility or liability for the incorrect use of any such copyrighted material.

7.2. By accepting delivery of sound, lighting or visual reproduction equipment you warrant that you have, or will obtain prior to use, any appropriate licences for running the equipment.

7.3. Unless otherwise agreed upon prior to the Event, you agree that The Stage Bus may make audio and video recordings of your event, and that pictures may be taken by members of The Stage Bus crew at your event. It is your responsibility to ensure that visitors to the Event site are made aware that they may be filmed, recorded, or photographed.

7.3.1. It is the Customer's responsibility to inform us before the Event of any relevant policy which may contradict this term or any legal restriction on filming. During the Event, you must inform the Stage Bus Crew as soon as possible after you become aware of any legal restriction on filming during the Event. In the event that such a restriction becomes known to our Crew during the event, we cannot guarantee withdrawal of any content published prior to this.

7.4. Unless stated otherwise, you agree that The Stage Bus may use photographs, videos, and sound recordings of your event for promotional purposes.

## **8. Supply of Power**

8.1. All Stage Bus Equipment is provided with sufficient battery charge to power it for eight hours. In the event that a runtime of longer than eight hours is required, The Stage Bus can provide additional power, for a further fee. The Customer may also choose to provide power sufficient to cover the longer runtime. If you choose to provide power, you are responsible for ensuring that the supply of electricity is safe and to appropriate UK standards. Should the power supply not be suitable, the Stage Bus Equipment may not be able to operate.

8.2. The Stage Bus is willing to supply electricity to other equipment, at the request of the Customer. The Customer must provide full details of any articles requiring power, in order to ensure a safe distribution can be arranged. The Stage Bus may charge a fee to cover this additional power supply, and The Stage Bus has absolute discretion when deciding whether to provide power to equipment not supplied by The Stage Bus. The Stage Bus may refuse to provide power to additional equipment for any reason.

8.3. The Stage Bus is not responsible for any Consequential Loss incurred in the unlikely event of power failure.

8.4. The Customer is hereby made aware that The Stage Bus Equipment has been Portable Appliance Tested in accordance with, and in the spirit of, relevant electrical safety regulations. Due to the nature of computerised PAT testing by blocks, we are unable to provide individual jobs with separate PAT certificates. Records are kept onsite at The Stage Bus Ltd.

## **9. Compatibility of Equipment**

9.1. The Customer shall ensure that any equipment they supply for use by or with the Equipment and/or the Stage Bus Vehicle is safe and suitable for purpose.

9.2. The Stage Bus accepts no responsibility for the safety and suitability of equipment supplied by the Customer for use by or with the Equipment and/or the Stage Bus Vehicle.

## **10. Security, Loss and Damage**

10.1. The Customer is responsible for the security of The Stage Bus Vehicle and Equipment from when it arrives on site at all times until it leaves. This includes overnight, and during performances. The security must be adequate to keep both The Stage Bus Crew, Vehicle, and Equipment safe.

10.2. The Customer agrees to pay The Stage Bus the full repair costs or full retail cost (without reduction for wear, tear, or age) of any equipment lost, stolen or damaged beyond economic repair during the hire period, along with any consequential losses for the hire of temporary equipment whilst a permanent replacement is procured.

10.3. The Stage Bus will provide the Customer with a quote for a replacement within one month and you may either agree to this quote or source your own quote within one week.

10.4. The Customer shall pay a charge at the full daily rate of hire with interest and consequential loss until the equipment is replaced.

10.5. To ensure that the Customer is satisfied with the Equipment present on The Stage Bus, the Customer, or a representative of the Customer, may meet The Stage Bus Vehicle upon arrival to your event and check an inventory of the Equipment with a member of The Stage Bus Crew.

10.5.1. If the Customer chooses not to meet the Vehicle upon arrival and check an inventory, the Customer waives the right to later claim that equipment was not provided or was unsatisfactory.

## **11. Termination of Hire**

11.1. The Stage Bus is entitled to terminate the Contract with immediate effect and to repossess the Equipment at any time if the Customer is in breach of these terms or if the Customer takes any steps, or if any act or proceedings are commenced, in which the Customer's solvency is in doubt (in the reasonable view of The Stage Bus). Such termination shall not affect the right of The Stage Bus to recover from the Customer any monies due under the terms of this contract.

## **12. Liability**

12.1. Consequential Loss: Nothing in these terms and conditions shall make The Stage Bus liable for any consequential loss to the Customer, including that arising out of late delivery, non-delivery, unsuitability, incompatibility or unlawful repossession of the Equipment (or any part thereof), or any breakdown or stoppage of the same.

12.2. The Stage Bus shall not be liable for any damage to the property of the Customer or any third party howsoever caused unless otherwise agreed in writing by The Stage Bus.

## **13. Mediation and Alternative Dispute Resolution**

13.1. All disputes or differences which may at any time arise between the Parties concerning this agreement or its construction or effect or the rights, duties or liabilities of the Parties under it or any other matter in any way connected with or arising out of the subject matter of this agreement shall be referred to a single mediator to be agreed upon by the Parties or in default of agreement, an independent court approved mediator.

#### **14. Service of Notice**

14.1. Any notice given pursuant to this agreement shall be in writing and shall be sufficiently given to any Party if sent in a letter by first class prepaid post addressed to that Party at that Party's last known address or place of business or that Party's registered office (or any alternative address notified by that Party in accordance with this clause) or by writing by email where the Parties have previously agreed to such notices being communicated by email, and any notices so given shall be deemed unless the contrary is proved to have been affected two (2) clear Working Days after posting in the case of a letter, or one (1) Working Day after the sending in the case of an email.

#### **15. Rights Reserved**

15.1. Any failure by The Stage Bus to enforce any or all of these conditions shall not be construed as a waiver of any of the rights of The Stage Bus detailed in these terms and conditions.

15.2. If any provision of this agreement is held by a court or other competent authority to be unlawful, void or unenforceable, it shall be deemed to be deleted from this agreement and shall be of no force and effect and this agreement shall remain in full force and effect as if such a provision had not originally been contained in this agreement.

15.3. Any remedy or right conferred upon The Stage Bus in this agreement for breach of this agreement (including the right to rescission) shall be in addition to and without prejudice to all other rights and remedies available to us in law.

15.4. Adverse Weather: The Stage Bus has the absolute discretion to determine at what point the weather is deemed unsafe to operate in. Should this happen the Customer shall remain liable to meet the invoice in full.

15.5. If any banners or similar are to be attached to the Equipment or The Stage Bus Vehicle permission must be sought at least one week prior to the Event. Please note that even if permission is given, banners will not be permitted if we perceive them as a potential risk, for example if it is non-flame retardant fabric.

15.5.1. The Stage Bus is able to provide banners or similar materials that we guarantee to be of the correct size and safety specifications. The fee for providing these materials will be agreed upon in writing between the Parties.

15.6. The Stage Bus reserves the right to charge an additional fee if any of The Stage Bus branding (including mobile display board) is to be covered or removed during the Event. The fee and permission are fully at the discretion of The Stage Bus and must be agreed in writing.

15.7. Unless specifically stated in the Contract, the agreed fee shall only cover one set up and take down of the Equipment and/or Vehicle at the Event site. If The Customer required the Equipment and/or Vehicle to be moved or deconstructed in any way during the Event, this must be agreed with us in writing at least three (3) weeks prior to the Event, for which the Customer will be liable to an additional fee which will be agreed in writing not less than two (2) weeks prior to the Event.

15.8. The Stage Bus reserves the right to substitute or vary all or some of the items of Equipment described in the Contract, provided that this does not affect standards of quality.

15.9. If the Vehicle and/or the Equipment specified in the contract (or any other written

agreement between the Parties) is unable or unfit to fulfil a booking for any reason, The Stage Bus reserves the right to provide a suitable alternative that is fit for purpose.

15.10. The Stage Bus endeavours to provide the Customer with contact details and other information of the member(s) of Stage Bus Crew that will be attending the Event. This is for the Customer's convenience and is no guarantee that any specific member of Crew will attend any specific Event. The Stage Bus reserves the right to substitute one member of Crew for another at any time.

15.11. The Stage Bus reserves the right to attend an event that has not yet paid the Cost of Hire in full. In the event that The Stage Bus attends an event that has not yet paid the Cost of Hire in full without prior agreement, the Customer will be liable to pay interest at a daily rate of 8% plus the Bank of England base rate in addition to the Cost of Hire, until payment is made.

15.11.1. This clause does not apply to events where a delayed payment has been agreed between the Parties. Where a delayed payment is agreed between the Parties, The Stage Bus may charge an additional fee of 10% of the Hire Fee to cover administration costs associated with monitoring the delayed payment.

15.11.2. In the event that The Stage Bus agrees to accept payment of all or part of the Hire Fee after the Event, said payment shall be due no more than one week after the Event. The Customer must ensure that all necessary actions are taken to allow payment to be made no more than one week after the Event, and The Stage Bus reserves the right to take legal action to recover the outstanding sum, along with additional administrative costs and applicable interest, if payment is not received within the allotted time.

15.11.3. In the event that The Stage Bus agrees to accept payment of all or part of the Hire Fee after the Event, and the Customer does not pay within seven days of the Event taking place, the Customer shall be liable to pay interest at a daily rate of 8% plus the Bank of England base rate until payment is made.

## **16. Force Majeure and Communicable Diseases**

16.1. The Stage Bus shall not be liable for any breach of its obligations or consequential loss, damage or delay resulting from an event of Force Majeure. Such Events, which are outside The Stage Bus's control, include but are not restricted to, extreme adverse weather conditions, fire, flood, explosions, accidents, traffic congestion, mechanical breakdown, obstruction of any public or private highway, acts of terrorism, vandalism, riot, war or acts of God.

16.2. The Stage Bus shall not be liable for any breach of its obligations or consequential loss, damage, or delay directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease.

16.2.1. Communicable disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

16.2.1.1. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and

16.2.1.2. The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and

16.2.1.3. The disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.



## **17. Site Accessibility**

17.1. When hiring Equipment from The Stage Bus, the Customer guarantees that the site of the Event is accessible for the Vehicle and/or the Equipment specified in the Contract. Technical specifications of any such Vehicle and/or Equipment shall be made available upon written request from the Customer.

17.1.1. This clause includes all Equipment hired directly from The Stage Bus, as well as all equipment that may at any time be sub hired by The Stage Bus for the purposes of the Event or any Equipment brought by us on behalf of a third party.

17.2. On arrival to the Event site there must be adequate access from the road. Where necessary, it is the Customer's responsibility to organise control of traffic and/or the general public.

17.3. Some Vehicles may be erected and manoeuvred over grass, but if the ground is too soft the Vehicle may be at risk of becoming stuck. It is at the discretion of our driver as to whether or not to drive on the grass.

17.4. Should the Vehicle become stuck, or weather conditions make exit routes impassable, the Customer is responsible for providing a suitable vehicle to assist in the removal of the Vehicle from the site. The Customer is also responsible for any losses incurred, including any additional staffing costs.

17.5. The Customer agrees to have available a vehicle or sufficient people to safely move our trailer and generator (if these have been hired) around site should our driver deem it necessary.

17.6. Should the Vehicle be unable to access an event site due to inappropriate access routes The Stage Bus will not be able to carry out the event, however full payment will still be required.

## **18. Rights of Third Parties**

18.1. For the purposes of the Contracts (Rights of Third Parties) Act 1999 this agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.