



TERMS & CONDITIONS OF SERVICE

1. Application

- 1.1. All Orders are offers by the Client to purchase Services in accordance with these Conditions. An Order will be deemed accepted, and a legally binding Contract will be formed when Rigger.co.uk issues a written acceptance of an Order or when Rigger.co.uk starts to supply the Services (whichever takes place first) (**Commencement Date**).
- 1.2. These Conditions, together with any special terms sets out on Rigger.co.uk's Estimate constitute the entire agreement between Rigger.co.uk and the Client. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Rigger.co.uk, which is not set out in the Contract.
- 1.3. All other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing are excluded from the Contract.

2. Definitions

- 2.1. In these Conditions, the following definitions apply:

Business Day	a day (excluding Saturdays, Sundays and public holidays) on which banks in London are open for business;
Charges	the charges payable by the Client for the supply of Services;
Client	the person, firm or corporate body who purchases Services from Rigger.co.uk;
Conditions	these terms and conditions as amended from time to time in accordance with clauses 5 and 12.7;
Contract	the legally binding contract between the Client and Rigger.co.uk for the supply of Services in accordance with the Conditions;
Estimate	an estimate of the Charges provided by Rigger.co.uk to the Client which may also set out any special conditions that have been agreed by Rigger.co.uk;

Intellectual Property Rights	all patents, rights to inventions, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, 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 those rights, and all similar or equivalent rights or forms of protection in any part of the world;
Order	the Client's order for Services as set out in the Client's purchase order form or the Client's acceptance of Rigger.co.uk's Estimate as the case may be;
Rigger	Rigger.co.uk Limited registered in England and Wales with company number 6180674 whose registered office is at 1 New Street, Wells, Somerset BA5 2LA;
Services	the services provided by Rigger.co.uk to the Client as set out in the Estimate.

2.2. A reference to a party includes its personal representatives, successors or permitted assigns.

2.3. A reference to writing includes faxes and emails.

3. The Service and Client Obligations

3.1. Rigger.co.uk shall provide the Services to the Client in accordance with the Estimate in all material respects.

3.2. Rigger.co.uk warrants to the Client that the Services will be provided using reasonable care and skill.

3.3. Rigger.co.uk shall use all reasonable endeavours to provide the Services in accordance with any agreed time scales, but time will not be of the essence in the performance of these obligations.

3.4. Rigger.co.uk may make any changes to the Services which are necessary to comply with any applicable law or any safety requirements, or which do not materially affect the nature or quality of the Services.

3.5. The Client shall co-operate with Rigger.co.uk in all matters relating to the Services, and provide access to its employees, agents, consultants and subcontractors, and access to the Client's premises and other facilities that are reasonably required by Rigger.co.uk.

3.6. The Client shall obtain and maintain all necessary licences, permissions and consents which may be required before the Commencement Date, prepare its premises for the supply of the Services and provide Rigger.co.uk with all accurate information and materials as Rigger.co.uk may reasonably require in order to supply the Services.

3.7. The Client agrees to supply catering and/or subsistence for Rigger.co.uk's personnel, consisting of a minimum of three meals per day and drinking water for the full duration of the Service provision. Catering and/or subsistence services may be waived, either in whole or in part, by payment of a buyout charge to be agreed with Rigger.co.uk.

3.8. The Client's attention is drawn to the limits of liability set out in clause 9. Rigger strongly advises the Client to arrange its own insurance to cover the risk of damage to third party property. The Client shall keep Rigger.co.uk indemnified in full against all costs, expenses, damages and losses (direct and indirect) including any interest, fines, legal and other professional fees and expenses (including the cost of replacing or repairing equipment, on-going hire fees and hire fees for replacement equipment) awarded against or incurred or paid by Rigger.co.uk as a result of or in connection with loss or damage to Rigger.co.uk's

equipment (including equipment hired to or borrowed by Rigger) used in connection with the provision of the Services (**Equipment**) on a full replacement value basis with no discount for wear and tear.

- 3.9. The Client shall also keep Rigger.co.uk indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Rigger.co.uk as a result of or in connection with any claim made against Rigger.co.uk by a third party arising out of, or in connection with, the supply of the Services, other than to the extent that such claim arises out of the breach or negligent performance of the Contract by Rigger.co.uk, its employees, agents or subcontractors.
- 3.10. For the duration of the Contract the Client shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract (including liabilities relating to the use or storage of Equipment) and shall, on Rigger.co.uk's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance. The insurance shall be for such sum as is stipulated by Rigger.co.uk or in the absence of such stipulation for a minimum of £1 million in respect of any one claim.
- 3.11. If Rigger.co.uk's performance of any of its obligations under a Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (including any payment obligation) (Client Default), Rigger.co.uk may suspend the performance of the Services without liability for any costs or losses sustained or incurred by the Client arising directly or indirectly from Rigger.co.uk's failure or delay to perform its obligations. Rigger.co.uk may increase the Charges and the Client shall reimburse Rigger.co.uk for any costs or losses sustained or incurred by Rigger.co.uk arising directly or indirectly from a Customer Default.
- 3.12. Clauses 3.8 and 3.9 shall survive termination of the Contract.

4. Price and Payment

- 4.1. The Charges for the Services shall be on a time and materials basis, calculated in accordance with Rigger.co.uk's daily fee rates set out in the Estimate. Rigger.co.uk's standard daily fee rates for each individual are calculated on the basis of a ten-hour day from the agreed start time set out in the Estimate worked on Business Days. A working day includes waiting time due to any delay in accessing sites, compliance with security procedures, equipment delivery or events beyond the reasonable control of Rigger.co.uk. A working day also includes a full hour meal break and such other welfare breaks as deemed reasonably necessary by Rigger.co.uk or as required by law.
- 4.2. If per diem charges are set out in the Estimate, these are payable by the Client for Rigger.co.uk's out-of-pocket expenses (for example telephone calls, faxes, internet charges and laundry). Other expenses listed in the Estimate and any subsistence buyout charges are also payable by the Client.
- 4.3. Rigger.co.uk may supply Services and charge an overtime rate at 15% of the daily rate per hour of overtime, up to a maximum of two hours per day, for time worked by individuals whom it engages on the Services outside of the hours referred to above. Part hours worked are charged as a full hour. Rates for other working hours will be negotiated on a case-by-case basis.
- 4.4. Rigger.co.uk may charge the Client for any expenses reasonably incurred by the individuals whom Rigger.co.uk engages in connection with the Services including travelling expenses, hotel costs,

subsistence and any associated expenses, and for the cost of services provided by third parties and required by Rigger.co.uk for the performance of its Services, and for the costs of any materials.

- 4.5. Rigger.co.uk may invoice the Client on completion of the Services, or if the Services are supplied for a period longer than seven days, invoices may be raised on a weekly basis. The Client shall pay each invoice submitted within 30 days of the date of the invoice in full and in cleared funds. Time for payment shall be of the essence of the Contract.
- 4.6. All amounts payable by the Client under the Contract are exclusive of value added tax chargeable for the time being. The Client shall, on receipt of a valid VAT invoice, pay to Rigger.co.uk all additional amounts in respect of VAT at the same time as payment is due for the supply of the Services.
- 4.7. Without limiting any rights or remedies, if the Client fails to make any payment due to the Supplier under the Contract by the due date for payment, Rigger.co.uk shall have the right to charge interest on the overdue amount on a daily basis at an annual rate equal to 4% above the then current [bank]'s base rate accruing on a daily basis after as well as prior to any judgment and compounded quarterly.

5. Variation and Amendments

- 5.1. If the Client requests a change to the scope of the Services, Rigger.co.uk shall, within a reasonable time provide a revised Estimate to the Client of the necessary variations to Rigger.co.uk's charges and any other impact of the change on the Contract. If the Client does not wish to proceed, there shall be no change to the scope of the Services, but if the Client wishes Rigger.co.uk to proceed with the change, Rigger.co.uk shall do so after agreement on the necessary variations to take account of the change.
- 5.2. If Rigger.co.uk requests a change to the scope of the Services, the Client shall not unreasonably withhold or delay consent to it.

6. International Travel

- 6.1. If the Services are to be provided overseas, the following provisions of this clause 6 shall apply.
- 6.2. The Client shall arrange flights (including alternative flights if travel arrangements are changed or delayed for any reason) (and including all excess baggage and additional courier charges) for Rigger.co.uk's personnel and Equipment at its own expense. Flights exceeding two-and-half hours in duration shall be of at least business class standard. Flights in excess of six hours duration shall have seats that turn fully-flat (for sleeping). The Client shall reimburse Rigger.co.uk all other travel expenses (including travel to and from airports, and from airports to venues and hotels) including any expenses incurred due to missed flights.
- 6.3. The Client shall reimburse Rigger.co.uk for all catering, subsistence, laundry and communication expenses (including telephony and data provision).
- 6.4. It is the Client's obligation to obtain the correct visas for Rigger.co.uk's personnel. If any personnel are refused entry due to an incorrect visa, the full Charges shall remain payable by the Client.
- 6.5. Rigger.co.uk's daily rate (and all per diem or other daily expenses) shall be payable by the Client in full from the day that Rigger.co.uk's personnel leave the point of origin to the day they return to the point of origin, regardless of any events beyond the reasonable control of either party that may delay their return. To avoid doubt, all travelling time will be deemed to be working hours.

7. Intellectual Property Rights and Confidentiality

- 7.1. All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Rigger.co.uk.
- 7.2. A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications and Intellectual Property Rights which are of a confidential nature and have been disclosed to the Receiving Party by the other (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of confidential information to its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those that bind the Receiving Party.
- 7.3. This clause 7 shall survive termination of the Contract.

8. Termination

- 8.1. Without limiting its other rights or remedies, Rigger.co.uk may terminate the Contract with immediate effect by giving written notice to the Client if:
- 8.1.1. the Client is in breach of the Contract; or
 - 8.1.2. the Client has entered into liquidation whether compulsory or voluntarily or compounds with its creditors generally or has an administrator, administrative receiver or receiver appointed over all or a substantial part of its undertaking or assets; or
 - 8.1.3. the Client dies, becomes incapable of managing his own affairs or has become bankrupt; or
 - 8.1.4. the Client suspends, or threatens to suspend payment of its debts or is deemed to be unable to pay its debts when due (within the meaning of the Insolvency Act section 123 and 268) or ceases or threatens to cease to carry on business.
- 8.2. The Client may cancel a Contract by providing Rigger.co.uk with written notice. If the Client cancels a Contract, it shall pay Rigger.co.uk the Charges for the cancelled Services, less any cost savings accruing to Rigger.co.uk by reason of the cancellation.
- 8.3. On termination for any reason, the Client shall immediately pay to Rigger.co.uk all of Rigger.co.uk's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Rigger.co.uk shall submit an invoice, which shall be payable by the Client immediately on receipt. All accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, 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. Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

9. Limitation of Liability

- 9.1. Nothing in these Conditions shall limit or exclude Rigger.co.uk's liability for:
- 9.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

- 9.1.2. fraud or fraudulent misrepresentation; or
 - 9.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act (1982) (title and quiet possession).
- 9.2. Subject to clause 9.1, Rigger.co.uk shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
- 9.2.1. any loss of profit, or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by Rigger.co.uk's employees, agents or subcontractors) arising under or in connection with the Contract
 - 9.2.2. any loss, liability, cost, expense or damage to third party property however caused during the provision of the Services (including but not limited to erection and dismantling of ground support structures and towers, attachment and removal of rigging points to permanent or temporary structures, assembly or dismantling of any equipment);
 - 9.2.3. any loss, liability, cost, expense or damage to communication equipment or other similar equipment (whether provided by Rigger.co.uk or the Client);
 - 9.2.4. any loss, liability, cost, expense or damage which is not notified to Rigger.co.uk in writing within three months of the relevant loss arising or (if later) having been discovered.
- 9.3. Rigger.co.uk's total liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence) breach of statutory duty, or otherwise, shall in no circumstances exceed £1 million unless a higher limit is agreed in consideration for a higher Charge.
- 9.4. Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 9.5. This clause 9 shall survive termination of the Contract.

10. Force Majeure

- 10.1. Rigger.co.uk shall not be liable to the Client as a result of any delay or failure to perform its obligations under the Contract as a result of an event beyond Rigger.co.uk's reasonable control.
- 10.2. For the purposes of the Contract, the following shall be regarded as examples of events beyond the reasonable control of Rigger.co.uk: Act of God, explosion, flood, storm, fire, or accident; war, riot, civil disturbance, malicious damage, compliance with any law or government order rule regulation or direction; import or export regulations or embargoes; strikes, lock-outs, or other industrial disputes (whether involving employees of Rigger or the Client or of a third party); difficulties in obtaining equipment, spare parts, labour, or fuel; default of suppliers or subcontractors; or failure or breakdown in machinery, power supply or other utility service.

11. General

- 11.1. No waiver of any breach of these Conditions shall be considered as a waiver of any subsequent breach or default. A waiver of any right under the Contract is only effective if it is in writing.

- 11.2. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall operate as a waiver, nor preclude or restrict the further exercise of any right, or remedy.
- 11.3. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 11.4. If any provision of these Conditions is held by any competent authority to be invalid, illegal or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.
- 11.5. Nothing in the Contract is intended to, or shall be deemed to constitute a partnership or joint venture of any kind between the parties. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 11.6. A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 11.7. Except as set out in these Conditions, any variation, including the introduction of any additional terms to the Contract, shall only be binding when agreed in writing by Rigger.co.uk.
- 11.8. Rigger.co.uk may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under this Agreement.
- 11.9. The Client shall not, without the prior written consent of Rigger.co.uk, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

12. Notices and Service

- 12.1. Any notice or other information required to be given to a party shall be in writing and delivered to the other party personally or sent by commercial courier, pre-paid recorded delivery, email, fax or comparable means of communication to its registered office (if a company) or (in any other case) its principal place of business, or other address as may be notified in writing.
- 12.2. Any recorded delivery notice, which is not returned to the sender as undelivered, shall be deemed to have been received on the third day after the envelope containing it was posted. If delivered personally, it shall be deemed to be received on the date it was delivered, if delivered by commercial courier, on the date and time on the delivery receipt, or if sent by fax, email or comparable communication, 9am on the next Business Day after transmission.

13. Governing Law and Jurisdiction

- 13.1. This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

SPECIFICATION SCHEDULE

Description	Completion Date	Payment Terms



Rigger.co.uk Ltd
PO Box 4490
Glastonbury
BA6 0AT
Tel: +44 (0)7866 496651
nipper@rigger.co.uk

Rigger.co.uk/legal