

Supply of Services

1. Header Information

The date of this Agreement is of, 20.... (the "Signing Date")

This is an agreement between:

SPG TECHNICAL SERVICES LTD T/A Storm Productions Group of [Unit 12 Quarry Way
Business Park, Waterlip, Somerset, BA4 4RN] ("I/We/Us" in this Agreement); and

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of
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("You" in this Agreement).

2. Overview

These are the terms and conditions referred to in your order ('Order') for Us to supply You with Equipment Hire and Production ('Services').

They describe the terms on which We will supply the Services to You, and they explain our responsibility to You if We fail to meet these standards.

This introduction is designed to give You an overview of the terms and conditions, but it is not part of the terms and conditions themselves.

Note: These terms and conditions must be referred to in the Supplier's contract or order form and must be given to the Customer before the Contract/Order form is signed. If they are not, they will be ineffective.

3.The Contract

3.1 The Order is your offer to buy the Services from Us on these Conditions, and You must make sure that the Order (and any specification that forms part of your Order) is correct.

3.2 When We send You a written acceptance, You have a binding contract with Us, and these Conditions are part of it.

3.3 The contract is our entire agreement. No previous statements or representations that We have made to You form part of the contract unless they are written into it. This includes samples, drawings, advertising, catalogues and other promotional or descriptive material.

3.4 If We have given You a quotation for the Services, it is only valid for 14 days from its issue date. It is not an offer to supply the Services to You.

3.5 If either of Us needs to give the other a notice under the contract ('Notice'), the Notice must be given properly to be effective. Clause 11.4 explains how to give a proper Notice.

4.Our Services

4.1 We will supply the Services to You that are set out in the contract. Any performance dates are estimates, and We are not guaranteeing those timings.

4.2 We can change the Services if necessary to comply with any regulations, or if our changes don't affect the nature and quality of the Services. If We decide to make a change, We will tell You in a Notice.

5.Your Obligations

5.1 You must do the following things:

5.1.1 co-operate with Us so that We can supply the Services properly;

5.1.2 give Us access to your premises, and give Us any information, materials, facilities, that We reasonably require;

5.1.3 obtain any licences and permission needed for Us to supply the Services before We start;

5.1.4 keep all our documents and property safe whilst they are at your premises;

5.1.5 replace all our property at fair market value in the event of theft, fire, flood or malicious act.

5.2 If We can't supply the Services because You have prevented Us (for example by causing delay, or by not doing something You were supposed to do), We can stop supplying the services until You have put the matter right (at your own cost). In this case, You will also pay Us for any costs or losses You have caused Us, and We will not be responsible for any costs or losses caused to You.

6.Our Charges

6.1 We will charge You for our time and materials at our standard rates. (these are set out in our acceptance of your Order).

6.2 We can charge You 100% of our standard rate for any overtime that We work, calculated proportionately for any part of a day.

6.3 We can also charge You for any reasonable expenses that We incur in supplying the Services (for example, travel, subsistence, accommodation, materials, and the cost of services supplied by others).

6.4 We can increase our standard rate, but We will not do this more than once every 6 months. We will send You a Notice of the increase. If You disagree with it, You must send Us a Notice within 2 weeks of the date of our Notice. We will then be able to end the contract by giving You 2 weeks' Notice.

6.5 We will add VAT to our invoices.

6.6 We will invoice You [EITHER when We finish the Services OR weekly/monthly at the end of that week/month], and You will pay Us in full within 30 days of the invoice date. Time of payment is critical to Us so We can end this Agreement if You don't do that.

6.7 If You fail to pay on time, We may charge You interest at 25% per year above NatWest Bank's base rate from time to time from the due date until You pay Us, and this rate

applies before or after any court judgment in our favour on the debt. The interest will be earned daily and You must pay it all with the overdue amount.

6.8 You are not allowed to hold back any payment due to Us as a set-off or credit or counterclaim in relation to money which You think We owe to You unless the law allows it. However, We may set off any amount You owe Us against any amount We owe You.

7. Intellectual Property

7.1 We own all intellectual property rights arising from our Services.

7.2 Your use of intellectual property rights owned by someone else depends upon Us getting a licence from the owner for You to use those rights.

8. Confidentiality

8.1 We each agree to keep the other's confidential information and knowhow confidential, and not to disclose it to anyone else unless they need to know about it to carry out this contract. This Agreement continues after the rest of the contract has ended.

9. Financial Problems and Breach

9.1 If any of the events listed below takes place, or if We think that any of them is likely to happen, We can cancel or suspend our Services or send You a Notice to end the contract straightaway and You must immediately pay Us all sums that You owe Us for Services We have supplied to You. The events are:

9.1.1 You stop, or threaten to stop, paying your debts (this includes your failure to pay Us for the Services on time in the way described in clause 6);

9.1.2 You are unable to pay your debts when they arise, or You are deemed to be unable to pay your debts under the legislation known as the Insolvency Act 1986;

9.1.3 You negotiate with any creditors who You owe money to reschedule your debts to them, or You enter into any arrangement or compromise with your creditors concerning your debts;

9.1.4 a petition is filed, a notice is given, a resolution is passed or an order is made for your company to be wound up (except if that happens as part of You combining with another company whilst You are still solvent), or for your bankruptcy;

9.1.5 one or more of your creditors or someone else You owe money to becomes entitled to appoint an administrative receiver or takes possession of any of your assets, or any other legal action is taken against your assets;

9.1.6 a court application or order is made for the appointment of an administrator over You and your affairs;

9.1.7 You stop carrying on business, or threaten to do so;

9.1.8 You die or lose physical or mental capacity (if You are an individual);

9.1.9 You seriously breach your contract with Us.

9.2 Similarly, if We do any of the things listed in clause 9.1, You can send Us a Notice to end the contract straightaway.

10. Liability Limitations

10.1 We will not be responsible to You for any loss of profit or any consequential loss arising from our contract with You.

10.2 These Conditions do not limit our responsibility for things that the law says We cannot exclude. These include death, personal injury caused by our negligence, fraud, breach of the terms implied by section 2 of the legislation known as the Sale of Goods and Services Act 1982 (which entitles You to title and quiet possession of your goods) or any other matter that the law says We can't exclude. But otherwise, any warranties or terms which are implied into this contract by any piece of law are excluded.

10.3 Neither of Us will be liable to the other for failure or delay in carrying out this contract which is caused by an event beyond our reasonable control, which We could not have foreseen or which was unavoidable. This includes industrial disputes, energy or transport failures, acts of God, war, terrorism, civil unrest, explosions, mechanical breakdown, natural disasters, deliberate damage, or failures of suppliers or sub-contractors to do what they are supposed to.

11. General

11.1 We are allowed to assign, transfer, charge or sub-contract our rights and obligations under this contract, but You may not do any of these things unless We have previously agreed in writing that You can.

11.2 Nobody other than We and You may rely on any terms of this contract.

11.3 Changes to the contract are only binding if We agree them in writing, sign them and give You a copy.

11.4 If either of Us wishes to give a notice to the other under the contract, We must give it in writing and either deliver it or send it by first class post to the other's registered office (or another address specifically given to the sender for this purpose). Delivery by post will be regarded as completed by 9:00 am on the second day after posting. This arrangement does not apply to the service of any documents in legal proceedings.

11.5 Delay in exercising a right under the contract will not take away that right or any other right.

11.6 The Parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement or any breach of it.

11.7 If any such dispute cannot be settled amicably through ordinary negotiations between the Parties, or either or both is or are unwilling to engage in this process, either Party may propose to the other in writing that structured negotiations be entered into with the assistance of a fully accredited mediator before resorting to litigation.

11.8 If the Parties are unable to agree upon a mediator, or if the mediator agreed upon is unable or unwilling to act and an alternative mediator cannot be agreed, any party may within 14 days of the date of knowledge of either event apply to LawBite to appoint a mediator under the LawBite Mediation Procedure.

11.9 Within 14 days of the appointment of the mediator (either by mutual agreement of the Parties or by LawBite in accordance with their mediation procedure), the Parties will meet with the mediator to agree the procedure to be adopted for the mediation, unless otherwise agreed between the parties and the mediator.

11.10 All negotiations connected with the relevant dispute(s) will be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

11.11 If the Parties agree on a resolution of the dispute at mediation, the agreement shall be reduced to writing and, once signed by the duly authorised representatives of both Parties, shall be final and binding on them.

11.12 If the Parties fail to resolve the dispute(s) within 60 days (or such longer term as may be agreed between the Parties) of the mediator being appointed, or if either Party withdraws from the mediation procedure, then either Party may exercise any right to seek a remedy through arbitration by an arbitrator to be appointed by LawBite under the Rules of the LawBite Arbitration Scheme.

11.13 Any dispute shall not affect the Parties' ongoing obligations under the Agreement.

11.14 The contract is governed by English law and the courts of England and Wales will have the exclusive right to deal with any disputes arising from it.

12. Signing

This Agreement is signed on the date mentioned at the beginning of this document. Each of the Parties agrees to the terms of this Agreement by signing below:

1. Signed by:

On behalf of SPG Technical Services Ltd

2. Signed by :

On behalf of