



RODEO CREW

RodeO Event Production Services Ltd.

Trading Terms and Conditions

DEFINITIONS:

'RodeO' means RodeO Event Production Services Limited, a company incorporated in England under company number 13371407 whose registered office is situated at 128 Wey House, 15 Church Street, Weybridge, Surrey, KT13 8NA.

'Agreement' means these Terms and Conditions together with the Work Order.

'Crew' means the sub-contractors supplied as personnel to provide the Services to the Customer.

'Customer' means the company, partnership, individual or body who or which engages the services of RODEO.

'Equipment' means safety equipment, tools or materials (if any) supplied by RODEO as set out in the Work Order.

'Services' means the services to be provided by RODEO to the Customer in accordance with these Terms and Conditions as set out in detail in the Work Order.

'Work Order' means the written Work Order detailing the Services, including but not limited to Crew, fees, locations and timetables.

IT IS AGREED THAT

1. Terms and Conditions

1.1 These Terms and Conditions together with the Work Order constitutes the Agreement and is the entire Agreement and understanding between RODEO and the Customer with respect to the subject matter hereof and supersedes any prior agreement, understanding or arrangement between them, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between RODEO and Customer prior to the Agreement except as expressly stated in the Agreement.

1.2 The Customer's acceptance of the Work Order constitutes an offer by the Customer to engage RODEO to supply the Crew and Services specified in it on these Terms and Conditions. No offer placed by the Customer shall be accepted by RODEO other than:

(a) By a written acknowledgement issued and executed by RODEO; or

(b) (If earlier) by RODEO starting to supply the Crew or Services, when a contract for the supply of Crew and Services on these Terms and Conditions will be established. The Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other document shall not govern this Agreement.

1.3 For the avoidance of doubt, if RODEO is providing the Crew and Services as a sub-contractor under a head agreement, these Terms and Conditions shall apply.

2. The Services and Crew

2.1 RODEO shall provide the Services subject to these Terms and Conditions.

2.2 Any variations to the Work Order must be agreed upon in writing by RODEO and the Customer.

2.3 The Customer shall supply RODEO with all information reasonably required by RODEO, including but not limited to any unusual working conditions. Any Equipment RODEO is required to supply within sufficient time to enable RODEO to provide Services in accordance with the Agreement.

2.4 Where any amendments or variations to the Services are agreed by RODEO, the Customer acknowledges that RODEO may review the Work Order where necessary.

2.5 The Customer accepts that it has an obligation to notify RODEO directly of any variations to the Service

timescales and location. The Customer further accepts that it shall be responsible for any additional charges incurred by RODEO in complying with and implementing those variations.

2.6 The Customer acknowledges and accepts that RODEO will supply the Crew to perform the Services, but that the Crew will be under the instruction of the Customer in performing the Services.

2.7 The Customer acknowledges and accepts that RODEO will not be responsible for any loss or damage suffered by the Customer where the loss or damage was due to the Crew acting on the Customer's instructions.

3. Warranties and Services

3.1 RODEO warrants that the Services undertaken by the Crew will be carried out to a reasonable standard.

3.2 RODEO will use suitably qualified and skilled Crew and Equipment (where RODEO has agreed to supply such Equipment) necessary for the safe execution of the Services.

3.3 The Customer shall be responsible for preparing the site for the provision of the Services prior to the commencement date.

3.4 The Services shall commence on the date agreed by the parties. Time shall not be of the essence for completion of the Services.

3.5 The Customer shall provide RODEO and Crew with full, safe and uninterrupted access to the site and to all necessary facilities required to enable RODEO and the Crew to provide the Services.

3.6 The Customer shall cooperate fully with RODEO and the Crew and ensure that adequate working space is provided.

4 Charges and Payment

4.1 The Customer acknowledges that the fees given in the Work Order are only in relation to the Services set out in the Work Order, and any additional work carried out shall be subject to additional fees (extra hours).

4.2 RODEO shall, subject to these Terms and Conditions, provide Services to the Customer, and the Customer shall pay to RODEO the fees set out in the Work Order and any additional fees (extra hours) as agreed by the parties for the additional Services. Additional hours may be agreed upon between the Customer and the Crew. RODEO will be informed of these additional fees on completion of the job.

4.3 Unless otherwise agreed by RODEO, the Customer shall pay RODEO's invoices together with any other additional sums and Value Added Tax (and without any set-off or other deduction) in full within 30 days of the date of RODEO's invoice. No retention by the Customer is accepted.

4.6 If the Customer fails to pay RODEO any sum due pursuant to the Agreement, RODEO reserves the right to charge interest from day to day at a rate of 5% over the daily base rate of RODEO's banking provider or at a rate of 15% per annum whichever is the greatest and/or claim interest under the Late Payment of Commercial Debts (Interest) Act 1998, or any other statutory provision in force from time to time.

4.7 If any invoice submitted by RODEO remains outstanding for more than [30] days after becoming due for payment, RODEO shall be entitled to suspend the provision of the Services until the invoice in question (together with any interest and other costs (including legal costs in recovering payment) which shall have become due in addition) has been paid in full.

5. Equipment

5.1 Title and ownership of the Equipment shall remain with RODEO at all times.

5.2 On RODEO's request, the Customer shall store the Equipment in a safe and secure place and shall store the Equipment separately from the Customer's or any third party's Equipment in such a way that they remain readily identifiable as RODEO's Equipment.

5.3 The Customer grants RODEO, its agents, employees and Crew an irrevocable license at any time to enter any site where the Equipment is stored to recover them.

6. Limitation of Liability and Indemnities

6.1 RODEO undertakes to provide the Services with reasonable care and skill.

6.2 Nothing in these Terms and Conditions excludes or limits the liability of RODEO:

- (a) for death or personal injury caused by RODEO's negligence; or
- (b) for any matter which it would be illegal for RODEO to exclude or attempt to exclude its liability; or
- (c) for fraud or fraudulent misrepresentation.

and RODEO hereby agrees to indemnify the Customer and keep the Customer indemnified in respect of the same.

6.3 Nothing in these Terms and Conditions excludes RODEO's liability in respect of damage to tangible property caused by RODEO's negligence; however, RODEO's liability shall be subject to any limitation for material damage contained in its insurance policy in place from time to time.

6.4 Subject to clause 6.2:

(a) RODEO's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance contemplated or performance of the Agreement shall be limited to the total fees payable to RODEO in respect of the Services performed hereunder; and

(b) RODEO shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case, whether direct, indirect or consequential or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Agreement.

6.5 The Customer hereby agrees to indemnify RODEO and keep RODEO indemnified in respect of any and all claims made by RODEO's Crew as a result of any negligent act or omission of the Customer whilst the Crew are under the supervision and direction of the Customer.

6.6 Each party shall maintain suitable public and employer's liability insurance to cover their respective liabilities in respect of any act or default for which it might become liable to indemnify the other.

7. Force Majeure

RODEO reserves the right to defer the date of the provision of the Services or to cancel the Agreement (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of RODEO, including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of [6 months], the Customer shall pay RODEO the fees in respect of Services performed and shall be entitled to give notice in writing to RODEO to terminate the Agreement with regard to the Services not yet performed.

8. Cancellation

8.1 If the Customer wishes to cancel the Agreement, written notice of cancellation must be given to RODEO no less than [24] hrs prior to the commencement date.

8.2 Where the Customer cancels giving less than the required [24] hrs notice, the Customer agrees to pay 100% of the total fees payable to RODEO under the Agreement.

9. Termination

9.1 RODEO may terminate this Agreement at any time on written notice if the Customer:

(a) is in material or persistent breach of any of the terms of this Agreement and either that breach is incapable of remedy, or the Customer fails to remedy that breach within [5] days after receiving written notice requiring it to remedy that breach; or

(b) is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

9.2 For the avoidance of doubt, a material breach shall include, but shall not be limited to:

(a) failure on the part of the Customer to make punctual payment of any and all sums due to RODEO;

(b) failure on the part of the Customer to provide sufficient and accurate information to allow the continuance of the provision of the Services; and

(c) unilateral variations by the Customer in the targets, timescales or other previously agreed criteria.

9.3 Termination by RODEO in accordance with the rights contained in this Clause 9 shall be without prejudice to any other rights or remedies of RODEO accrued prior to termination.

10 Restriction

10.1 The Customer agrees that it and its Staff will not solicit or accept an offer of employment or engagement as a contractor or subcontractor, either permanent or temporary, with the Crew during the continuance in force of this Agreement and for a period of six months after the termination of any agreement covering the provision of their Consultancy Services to that Client. For the purpose of this Clause, employment or engagement of the Staff with a firm or company which during such time, in turn, is engaged or seeks to be engaged in a contract with such a Crew for the provision of services similar to those provided

or capable of provision by RODEO shall be deemed to be a breach by the Customer of its obligations hereunder if such Staff become(s) or is to become actively engaged directly or indirectly with such Crew.

10.2 Discussions between RODEO and Customer or its Staff regarding a specific business opportunity introduced by RODEO shall preclude the Customer and its Staff directly or indirectly as a shareholder, partner, principal, employee, contractor or subcontractor from benefiting from that business opportunity without either a contractual agreement between RODEO and the Customer or RODEO's express written permission such permission not to be unreasonably withheld. For this purpose, if RODEO itself wishes to take advantage of such opportunity, it may expressly withhold such permission.

10.3 The parties agree that the restrictions contained in this Clause 10 are fair and reasonable, and necessary for protecting the goodwill of RODEO. Any provision of this Clause 10 that is illegal or unenforceable because it goes beyond what is reasonably necessary to protect the interests of RODEO shall take effect with the minimum modification necessary to make it valid but without negating the commercial interests of the parties.

11. General

11.1 If any provision of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, enforceable or unreasonable, it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect.

11.2 Failure or delay by RODEO in enforcing or partially enforcing any provision of the Agreement shall not be construed as a waiver of any of its rights under the Agreement.

11.3 Any waiver by RODEO of any breach of, or any default under, any provision of the Agreement by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Agreement.

11.4 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

11.5 Any notice required to be given pursuant to this Agreement shall be in writing and shall be given by registered letter to the address of the relevant party set out in the Agreement or such other address as either party notifies to the other from time to time. Any notice given according to the above procedure shall be deemed to have been given when received.

11.6 RODEO may at any time and without notice to the Customer assign, sub-contract or deal in any other manner with all or any of its rights and/or obligations under the Agreement.

11.7 The formation, existence, construction, performance, validity and all aspects of the Agreement shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.

You can contact us by email at info@rodeocrew.uk

