1 INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Conditions.

"Boom Group" The Boom Group Ltd incorporated and registered in England and Wales with company number 14532353.

"Business Day" a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

"Business Hours" the period from 9.00 am to 5.00 pm on any Business Day.

"Contract" the contract between the Hirer and Boom Group for the hire of the Equipment in accordance with these Conditions.

"Delivery" the transfer of physical possession of the Equipment to the Hirer at the Site in accordance with clause 6.

"Delivery Date" the date of Delivery.

"Deposit" the deposit amount set out in the Order.

"Dry Hire" the hire of the Equipment only.

"Equipment" headphones, transmitters, plug and play lighting and any other equipment provided by the Boom Group, including all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

"Hirer" the person, business, organisation, firm or entity that hires the Equipment from Boom Group.

"Intellectual Property Rights" patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, any rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world.

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"Order" the Customer's order for the Equipment, as set out in the Customer's purchase order form (whether online, via email or otherwise), the specification or in the Customer's written acceptance of Boom Group's quotation, as the case may be.

"Rental Payments" the payments (either one-off charges, instalment payments or recurring payments, as the case may be) made by or on behalf of the Hirer for hire of the Equipment, a portion of which may be charged in advance of, or upon, ordering the Services.

"Rental Period" the period of hire as set out in clause 4.

"Risk Period" the period during which the Equipment is at the sole risk of the Hirer as set out in clause 7.2.

"Services" the hire of the Equipment and any other services provided by Boom Group to the Hirer, as further detailed in the Order.

"Site" the Hirer's premises, or other location, as confirmed by the Hirer to Boom Group in writing no later than 7 days before the Delivery Date.

"Total Loss" means when the Equipment is, in Boom Group's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

"VAT" value added tax or any equivalent tax chargeable in the UK or elsewhere.

"Wet Hire" the hire of the Equipment plus any associated event production services.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of these Conditions.

1.3 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

1.4 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provisions.

1.5 A reference to **writing** or **written** excludes fax but not email.

1.6 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

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1.7 A reference to **these Conditions** or to any other agreement or document is a reference to these Conditions or such other agreement or document, in each case as varied from time to time.

1.8 References to clauses and Schedules are to the clauses and Schedules of these Conditions and references to paragraphs are to paragraphs of the relevant Schedule.

2 BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Hirer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Hirer to hire the Equipment and/or purchase the Services in accordance with these Conditions.

2.3 The Order shall be deemed to be accepted on the earlier of

2.3.1 Boom Group issuing a written acceptance of the Order; and

2.3.2 Boom Group doing any act consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence.

3 EQUIPMENT HIRE AND SERVICES

3.1 Boom Group shall hire the Equipment to the Hirer for use at the Site subject to the terms and conditions of this agreement (**Conditions**).

3.2 For Dry Hires, Boom Group shall not, other than in the exercise of its rights under these Conditions or applicable law, interfere with the Hirer's quiet possession of the Equipment.

3.3 All Equipment is inspected and maintained in accordance with Regulation 4(2) of the Electricity at Work Regulations 1989. Additionally, any electrical equipment provided for hire is inspected and tested in accordance with the HAE/EHA 2012 Code of Practice.

3.4 The Equipment is generally compatible with devices commonly available in the UK; however:

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3.4.1 Boom Group makes no guarantees, express or implied, regarding the compatibility of the Equipment with the Hirer's devices or any other hardware. It is the Hirer's responsibility to check compatibility before the event; and

3.4.2 the Hirer must supply its own adaptors (if required) to connect Hirer devices to the Equipment, albeit, Boom Group may supply complementary standard adapters and connectors;

3.5 If the Hirer requires musical content this must be confirmed to Boom Group during the booking process and, if required:

3.5.1 an additional fee may apply;

3.5.2 Boom Group will provide a compatible device and adaptor;

3.5.3 the content provided will not be bespoke or proprietary, although Boom Group will make reasonable efforts to supply material that fits the Hirer's required general theme, genre or brief;

3.5.4 the Hirer shall be responsible for all necessary licences for the public or commercial performance, broadcast, or playback of music (live or recorded) and agrees to fully indemnify Boom Group against any claims, liabilities, or penalties that may arise from a failure to obtain such licences, or of any breaches of such licences.

3.5.5 Boom Group reserves the right to take and use photographs and video footage of all events and the Hirer hereby agrees to Boom Group using such material for promotional purposes only. The Hirer shall notify Boom Group as soon as possible, and in any case prior to the event, if it does not agree to Boom Group using such material.

4 RENTAL PERIOD

The rental period for Dry Hires and Wet Hires starts on the Delivery Date and shall continue for the period of hire as detailed in the Order, or as otherwise agreed between the parties (**Rental Period**), unless and until these Conditions are terminated earlier in accordance with its terms.

5 RENTAL PAYMENTS AND DEPOSIT

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5.1 The Hirer shall pay the Rental Payments to Boom Group in accordance with the Order which shall, at all times, be within 7 days of the date of the invoice, or otherwise in accordance with any credit terms agreed with Boom Group in writing. The Rental Payments shall be paid in Pound Sterling (GBP) and shall be made by either BACS, credit card, Paypal or any other payment method specified by Boom Group.

5.2 If the Hirer requests a performance time beyond that originally agreed, this will be subject to Boom Group's availability and any such additional time shall be charged at Boom Group's applicable overtime rate. Any additional fees must be paid in full before the extended services commence. If required, the Hirer must also obtain prior approval at the Site (if applicable) for any time extensions.

5.3 The Rental Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Hirer at the rate and in the manner from time to time prescribed by law.

5.4 All amounts due under these Conditions shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5.5 If the Hirer fails to make a payment due to Boom Group under these Conditions by the due date, then, without limiting Boom Group's remedies under clause 13, the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

Deposit

5.6 The Hirer shall, on the date of these Conditions, pay a Deposit to Boom Group. The Deposit is a deposit against default by the Hirer of payment of any Rental Payments or any loss of or damage caused to the Equipment. Boom Group reserves the right to withhold the provision of any Services until the Deposit is paid.

5.7 Equipment must be stored securely and used responsibly until it is collected. The Hirer shall be liable for any loss or damage while the Equipment is in your possession.

5.8 For Wet Hires, Boom Group will retain responsibility for all transmission equipment in the Hirer's care while on site and will provide operational support. However, responsibility for loss and damage to headsets will be the Hirer's sole responsibility.

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5.9 If the Hirer fails to make any Rental Payments, or causes any loss or damage to the Equipment (in whole or in part), Boom Group shall be entitled to use the Deposit against such default, loss or damage.

5.10 If any Equipment is missing or unrepairable upon return, the Hirer agrees to pay the replacement fees (per item) as outlined in Appendix 1.

5.11 Notwithstanding any other provision in these Conditions, Boom Group reserves the right at any time to apportion the Deposit as part-payment towards the Services.

5.12 If the Deposit is unused, it shall be refundable to the Hirer after the Services have been performed.

6 DELIVERY AND INSTALLATION

6.1 Boom Group shall use reasonable endeavours to deliver the Equipment by the Delivery Date. Risk in the Equipment shall transfer in accordance with clause 7.2 of these Conditions.

6.2 The Hirer shall procure that a duly authorised representative of the Hirer shall be present for the Delivery of the Equipment, or, if applicable, for the installation of any Equipment for Wet Hires. Acceptance of Delivery and/or installation of Equipment by such representative shall constitute conclusive evidence that the Hirer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. If required by Boom Group, the Hirer's duly authorised representative shall sign a receipt confirming such acceptance.

6.3 To facilitate Delivery (and installation where the Hirer has ordered Wet Hire), the Hirer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Delivery and installation to be carried out safely and expeditiously.

6.4 The amount of Equipment the Hirer receives from Boom Group may differ to that ordered, for example to provide for spares. The quantity supplied shall therefore be that on Delivery and as expressed in the final invoice documentation.

6.5 If the Hirer fails to accept delivery of the Equipment on the Delivery Date, then, except where such failure is caused by Boom Group's failure to comply with its obligations under these Conditions:

6.5.1 the Equipment shall be deemed to have been delivered at 9.00 am on the Delivery Date;

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6.5.2 Boom Group reserves the right to charge a re-delivery fee, plus any additional fees, calculated on a daily basis, for each day that collection or delivery is delayed;

6.5.3 Boom Group shall (if applicable) store the Equipment until delivery takes place and charge the Hirer for all related costs and expenses (including insurance).

6.5.4 Boom Group reserves the right to charge the Hirer for any losses or damages it suffers arising out of, or in connection with, any missed collections or late returns of the Equipment including, but not limited to, loss of revenue due to such Equipment not being available for other customer events.

7 TITLE, RISK AND INSURANCE

7.1 The Equipment shall at all times remain the property of Boom Group, and the Hirer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of these Conditions).

7.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Hirer on Delivery. The Equipment shall remain at the sole risk of the Hirer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Hirer (**Risk Period**) until such time as the Equipment is redelivered to Boom Group. During the Rental Period and the Risk Period, the Hirer shall, at its own expense, obtain and maintain the following insurances:

7.2.1 insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Boom Group may from time to time nominate in writing;

7.2.2 insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as Boom Group may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and

7.2.3 insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as Boom Group may from time to time consider reasonably necessary and advise to the Hirer in writing.

7.3 The Hirer shall give immediate written notice to Boom Group in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Hirer's possession or use of the Equipment.

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7.4 If the Hirer fails to effect or maintain any of the insurances required under these Conditions, Boom Group shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Hirer.

7.5 The Hirer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Boom Group and proof of premium payment to Boom Group to confirm the insurance arrangements.

8 HIRER'S RESPONSIBILITIES

8.1 The Hirer shall during the term of the Contract:

8.1.1 ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner in accordance with any instructions or manuals provided by Boom Group;

8.1.2 take such steps (including compliance with all safety and usage instructions provided by Boom Group and any applicable health and safety regulations) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being used;

8.1.3 be fully responsible for the behaviour of all attendees at the event where the Services are to be performed. Boom Group reserves the right to end any performance immediately if any Boom Group staff or its representatives and contractors are subject to physical or verbal abuse, threats, or any form of intimidating behaviour. No refund will be given in these circumstances.

8.1.4 keep the Equipment in as good an operating condition as it was on the Delivery Date and shall make good any damage to the Equipment;

8.1.5 make no modifications, alterations or attempt to repair the Equipment and shall not remove any existing component (or components) from the Equipment without the prior written consent of Boom Group. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in Boom Group immediately on installation;

8.1.6 keep Boom Group fully informed of all material matters relating to the Equipment;

8.1.7 keep the Equipment at all times at the Site (including storing the Equipment safely, securely and protected from the elements) and shall not move or attempt to move any part of the Equipment to any other location without Boom Group's prior written consent;

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8.1.8 permit Boom Group or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter on the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;

8.1.9 not, without the prior written consent of Boom Group, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;

8.1.10 not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of Boom Group in the Equipment and, where the Equipment has become affixed to any land or building, the Hirer must take all necessary steps to ensure that Boom Group may enter such land or building and recover the Equipment both during the term of these Conditions and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of Boom Group of any rights such person may have or acquire in the Equipment and a right for Boom Group to enter onto such land or building to remove the Equipment;

8.1.11 not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Hirer shall notify Boom Group immediately and the Hirer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify Boom Group on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;

8.1.12 not use the Equipment for any unlawful purpose;

8.1.13 ensure that at all times the Equipment remains identifiable as being Boom Group's property;

8.1.14 deliver up the Equipment at the end of the Rental Period at such address as Boom Group requires, or if necessary allow Boom Group, its couriers or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment;

8.1.15 not do or permit to be done anything which could invalidate the insurances referred to in clause 7.2 or any of the warranties relating to the Equipment

8.2 The Hirer acknowledges that Boom Group shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Hirer or its guests, customers, officers, employees, agents and contractors, and the Hirer shall indemnify Boom Group in full against

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all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Boom Group arising out of, or in connection with any failure by the Hirer to comply with the terms of these Conditions.

8.3 The Hirer acknowledges that any requests for changes or variations to the Equipment, Services or Order shall be subject to Boom Group's approval. Should Boom Group approve such changes or variations, these will be undertaken by Boom Group and the charges payable (once such changes/variations have been considered) shall not decrease the amount of the agreed Rental Payment.

9 WARRANTY

9.1 Boom Group warrants that the Equipment shall substantially conform to its specification (as made available by Boom Group) and be of satisfactory quality. Boom Group shall use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment, provided that:

9.1.1 the Hirer notifies Boom Group of any defect or of any other issue within six (6) hours of Delivery including, but not limited to, broken security tags on packaging; the Equipment being compromised in any way; or the type, specification or number of Equipment differs from the agreed amount;

9.1.2 Boom Group is permitted to make a full examination of the alleged defect;

9.1.3 the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than Boom Group's authorised personnel; and

9.1.4 the defect is directly attributable to defective material, workmanship or design.

9.2 Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by Boom Group, in the case of injury or loss the Hirer shall be entitled only to such warranty or other benefit as Boom Group has received from the manufacturer, so far as is permissible at law.

9.3 If Boom Group fails to remedy any material defect in the Equipment in accordance with clause 9.1, Boom Group shall either, at its option:

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9.3.1 subject to clause 9, use reasonable endeavours to promptly replace any Equipment that is faulty, defective, or damaged / lost in transit; or

9.3.2 accept the return of part or all of the Equipment and make an appropriate reduction to the Rental Payments payable during the remaining term of the agreement and, if relevant, return any Deposit (or any part of it).

9.4 Notwithstanding the above, the Hirer acknowledges that in the unlikely event that any Equipment needs to be replaced prior to the event, Boom Group will use reasonable efforts to provide a replacement before the event start time. However, Boom Group does not guarantee or warrant that replacement Equipment will be delivered in time and, should any such delivery be delayed, it is the Hirer's responsibility to arrange an alternative solution for the event.

10 LIMITATION OF LIABILITY

10.1 The restrictions on liability in this clause 10 apply to every liability arising under or in connection with these Conditions including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

10.2 Nothing in these Conditions limits any liability which cannot legally be limited including liability for:

10.2.1 death or personal injury caused by negligence;

10.2.2 fraud or fraudulent misrepresentation;

10.2.3 breach of the terms implied by section 7 of the Supply of Goods and Services Act;

10.2.4 any matter in respect of which it would be unlawful for the parties to exclude or restrict liability.

10.3 Subject to clause 10.2, Boom Group's total aggregate liability to the Hirer under or in connection with the supply, non-supply or purported supply of the Services shall in no event exceed 100% of the total amount payable by the Hirer in respect of the Services under the Contract.

10.4 Subject to clause 10.2, Boom Group shall not be liable under these Conditions for any:

10.4.1 loss of profits;

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10.4.2 loss of sales or business;

10.4.3 loss of agreements or contracts;

10.4.4 loss of anticipated savings;

10.4.5 loss of use or corruption of software, data or information;

10.4.6 loss of or damage to goodwill; and

10.4.7 indirect or consequential loss.

10.5 Subject to clause 10.2, all implied terms and conditions as to the quality or performance of the Equipment and any other goods or services provided under these Conditions are, to the fullest extent permitted by law, excluded from these Conditions.

11 INTELLECTUAL PROPERTY RIGHTS

11.1 Boom Group and its licensors shall retain ownership of all Intellectual Property Rights in the Services.

11.2 All Intellectual Property Rights in or arising out of or in connection with the supply of the Services (**Foreground IPR**) shall vest in and be owned absolutely by Boom Group.

11.3 Boom Group grants to the Hirer (where applicable), or shall procure the direct grant to the Hirer of, a fully paid-up, worldwide, non-exclusive, royalty-free, revocable licence during the term of the Contract to use any Foreground IPR (if applicable) for the purpose of receiving and using the Equipment.

11.4 The Hirer shall not sub-license, assign or otherwise transfer any rights granted by clause 11.3.

11.5 The Hirer grants Boom Group a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Hirer to Boom Group for the term of the Contract for the purpose of providing the Services to the Hirer.

11.6 Boom Group reserves the right to amend the Order if required by any applicable statutory or regulatory requirement, and Boom Group shall notify the Hirer in any such event.

12 CANCELLATION

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12.1 If the Hirer wishes to cancel the Delivery of the Equipment and/or this Contract prior to the commencement of the Rental Period, the Hirer must give notice of its intention in writing to Boom Group and shall pay Boom Group the cancellation charge associated with the relevant cancellation period, as set out below, plus any charges and additional costs incurred by Boom Group, but which are unrecoverable, for the provision of any specialist equipment and/or services:

Cancellation Period	Cancellation Charge
30 days or more prior to the commencement of the Rental Period	No charge
Between 14 and 29 days prior to the Commencement Date	50% of the total Rental Payments
Between 13 and 3 days prior to the Commencement Date	75% of the total Rental Payments
Less than 72 hours prior to the commencement of the Rental Period	100% of the total Rental Payments

13 TERMINATION

13.1 Without affecting any other right or remedy available to it, Boom Group may terminate these Conditions with immediate effect by giving notice to the Hirer if:

13.1.1 the Hirer fails to take Delivery of the Equipment;

13.1.2 the Hirer fails to pay any amount due under these Conditions on the due date for payment;

13.1.3 the Hirer commits a material breach of any other term of these Conditions which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of seven (7) days after being notified to do so;

13.1.4 the Hirer repeatedly breaches any of the terms of these Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Conditions;

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13.1.5 the Hirer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;

13.1.6 the Hirer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

13.1.7 the Hirer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of these Conditions is in jeopardy.

13.2 If, at any time, Boom Group reasonably determines that the Site is unsafe or, in the case of entertainment services, is wholly unsuitable for performance, Boom Group reserves the right to cancel all or part of the Services with immediate effect. In such cases, no refund will be issued to the Hirer.

13.3 The Contract shall automatically terminate if a Total Loss occurs in relation to the Equipment.

13.4 If these Conditions are terminated in accordance with clause 13.1 above, Boom Group shall be relieved of all liability under these Conditions but without prejudice to any claim or right Boom Group might otherwise have against the Hirer.

14 CONSEQUENCES OF TERMINATION OR EXPIRY

14.1 On expiry or termination of these Conditions, however caused:

14.1.1 Boom Group's consent to the Hirer's possession of the Equipment shall terminate and the Hirer must either: (i) make the Equipment available and ready for collection by Boom Group; or (ii) return the Equipment in a reasonable condition, as determined by Boom Group;

14.1.2 Boom Group may, by its authorised representatives, without notice and at the Hirer's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; and

14.1.3 without prejudice to any other rights or remedies of the Hirer, the Hirer shall pay to Boom Group on demand:

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14.1.3.1 all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 5.5; and

14.1.3.2 any costs and expenses incurred by Boom Group in recovering the Equipment or in collecting any sums due under these Conditions (including any storage, insurance, repair, transport, legal and remarketing costs).

14.2 In addition to ensuring that all Equipment post-event is present and correct, it is the Hirer's sole responsibility to ensure that Equipment is clean, dry and repackaged in the original packaging in which it was supplied, and securely sealed with the security tags provided by Boom Group.

14.3 On receipt of returned Equipment, Boom Group will inspect all Equipment and, any damaged, missing or unaccounted for items will be invoiced to the Hirer at the Supplier's then current list price, payment of which will be due within seven (7) days of invoice.

14.4 Any provision of these Conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of these Conditions shall remain in full force and effect.

14.5 Upon termination or expiry of these Conditions, all Confidential information (as defined in clause 16 below) shall be returned to the other party.

14.6 Termination or expiry of these Conditions shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

15 FORCE MAJEURE

Neither party shall be in breach of these Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Conditions if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for six (6) weeks or more, the party not affected may terminate these Conditions by giving seven (7) days' written notice to the affected party.

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16 CONFIDENTIAL INFORMATION

16.1 Each party undertakes that it shall not at any time during these Conditions, and for a period of two years after termination or expiry of these Conditions, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 16.2.

16.2 Each party may disclose the other party's confidential information:

16.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with these Conditions. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with clause 16; and

16.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

16.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with these Conditions.

17 ASSIGNMENT AND OTHER DEALINGS

17.1 Boom Group can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Conditions and can delegate in any manner any or all of its obligations to any third party.

17.2 The Hirer must not, without Boom Group's prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Conditions.

18 ENTIRE AGREEMENT

18.1 These Conditions constitute the entire agreement between the parties.

18.2 Each party acknowledges that in entering into these Conditions it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions. Each party agrees that it shall have no claim for

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innocent or negligent misrepresentation or negligent misstatement based on any statement in these Conditions.

19 VARIATION

Boom Group reserves the right to vary these Conditions from time to time. Any amended or updated terms shall replace all previous Conditions that have been issued to the Hirer. The Hirer's continued use of the Services shall amount to acceptance of any such amended or updated Conditions issued by Boom Group.

20 NO PARTNERSHIP OR AGENCY

20.1 Nothing in these Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

20.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

21 FURTHER ASSURANCE

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to these Conditions.

22 COUNTERPARTS

22.1 These Conditions may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

22.2 Transmission of the executed signature page of a counterpart of these Conditions by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of these Conditions.

23 THIRD PARTY RIGHTS

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23.1 These Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions.

24 NOTICES

24.1 Any notice given to a party under or in connection with these Conditions shall be in writing and shall be:

24.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

24.1.2 sent by email to the email address listed on the Order (or an address substituted in writing by the party to be served):

24.2 Any notice shall be deemed to have been received:

24.2.1 if delivered by hand, at the time the notice is left at the proper address;

24.2.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

24.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

24.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

25 WAIVER

No failure or delay by a party to exercise any right or remedy provided under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

26 RIGHTS AND REMEDIES

Sensitivity: Confidential

Except as expressly provided in these Conditions, the rights and remedies provided under these Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

27 SEVERANCE

27.1 If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Conditions.

27.2 If any provision or part-provision of these Conditions are deemed deleted under clause 27.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

28 GOVERNING LAW AND JURISDICITON

28.1 These Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

28.2 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Conditions or its subject matter or formation.

This Contract has been entered into on the date stated at the beginning of it. By entering into this agreement, the Hirer agrees to use the Equipment and Services for the Rental Period in accordance with clause 4. Should the Hirer wish to cancel the agreement, it hereby expressly agrees that clause 12 of these Conditions will apply with full effect.

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APPENDIX 1 – DAMAGE / REPLACEMENT EQUIPMENT COST

- Wireless Headphones – £45.00
- BG836 Transmitter – £50.00
- BG80 Pro Transmitter – £240.00
- BG003 Pro Transmitter - £240.00
- Media Tablet – £150.00
- Karaoke Machine - £450.00
- Bubble Machine - £68.00
- Smoke Machine: £65.00
- Snow Machine: £71.00
- UV Batten: £42.00
- Premium Disco Light: £248.00
- Basic Disc Light: £110
- Adapter Cables and Other Small Cables (for example but not limited to: Jack, Lightening & USB-C/ RCA To Jack, Lightening & USB-C/ RCA / RCA to Jack / USB-C) – £5.00
- Extension Leads – £6.00
- Power Adaptor Plug (USB) - £6.50
- Power Adaptor plug (standard) - £12.00
- IEC Power Cable - £6.00
- RGB Remote Control - £5.00
- 16-Head Chargers – £24.99

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- 48-Head Chargers – £125.00

- Other equipment (for example but not limited to: DJ equipment, AV equipment, Professional Lighting, microphones, PA systems) will be charged at standard retail price for new equivalent items.

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