

# Terms & Conditions

Incidium Ltd.  
**Principal Terms and Conditions of Business**  
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**Terms & Conditions of Business: *Subject only to variation and amendment in writing.***

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## Transaction Charges

Incidium Ltd is a provider of technical and production services to the entertainment/events industry in the United Kingdom and overseas. As such, it is defined as an Expert Practitioner in its field of operations. Initial project briefing by a client must be comprehensive: detailing, as may be ascertained, every known aspect of the project at this, all important, briefing stage. Incidium Ltd has devised exclusive, easy-to-operate on-line briefing software that will enable any `non-technical` person to prepare a project specification at no cost to the client. If required, a telephone contact will suffice to set up this process for the client to instigate.

However, where a client may decide to circumvent the self-help specification stage, there may well be significant (telephone) transactions involved with Incidium Ltd. staff in order to arrive at a full specification from which a quotation can be prepared. In this eventuality, Incidium Ltd. reserves the right (Quantum Meruit) to make a charge for this service at the rate of £450.00 per day, or part thereof, + direct costs, expenses and VAT.

In their own interest, clients are advised to prepare a fully-detailed initial brief in order to avoid costly transaction charges. Changes following project confirmation involving re-quotes will also be subject to additional transaction charges. In some time- constrained circumstances, a letter of intent from the client will establish a `time line` from which production capacity can be reserved as determined by Incidium Ltd.

Incidium Ltd. will operate its own absolute discretion in making such planning charges that will be appropriate

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## Health and Safety

The client, the clients personnel, sub-contractors, agents and any associates will observe all statutory requirements of the Health and Safety at Work Act together with any additional requirements specific to working practice at the venue.

Incidium Ltd will, if necessary, enforce such Health and Safety practices as they deem appropriate for any specific circumstances and legislation at home or abroad.

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## **Exclusions: Liability, Personal Injury**

Incidium Ltd will not accept any liability arising from accidents to client's employees, sub-contractors or any other associates at the venue. Neither shall Incidium Ltd. accept any other form of liability other than that occasioned by their negligence of the conditions determined by their contract with the client. Verbal or posted warnings at the venue shall constitute fair warning of any hazards to life and limb. This will remove further liability from Incidium Ltd in the event of any non-compliance.

Where clients and/or their personnel, sub-contractors and associates undertake potentially hazardous activities, Incidium Ltd will reserve an absolute veto on any such activity without liability in default of assumed permission being granted.

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## **Exclusions: Liability, Non-completion of Contract**

Whilst Incidium Ltd will use its best endeavours to complete a contract to the schedule/ timescale jointly confirmed on the project specification, in the event of non- completion of the staging of an event on the dates specified, then the financial liability of Incidium Ltd. is strictly limited to the value of such goods and services as specified. No liability for consequential losses borne by the client will be accepted.

Incidium Ltd. shall not be held liable for any delays caused by the client, their agents, sub-contractors and associates in failing to meet their obligations under the terms of the contract. It is the client's responsibility to monitor timescales scrupulously. It is a condition of contract that: where a client undertakes to stage an event in any overseas location, risks are associated with the delivery of equipment and services due to the exigencies of international operating conditions.

Incidium Ltd. will use its best endeavours to avoid foreseeable circumstances, but reserves the right to charge the client for any costs incurred in meeting contingencies and/or changes that may arise from local contractors and government regulations.

Incidium Ltd. reserves the right to withdraw from any contract which is, or appears to be hazardous on location. Or, in the alternative, apply a surcharge and any costs of additional insurance. In the event of non-completion of contract for any reason, Incidium Ltd. will, at its absolute discretion, charge for non-completion on a scale, Quantum Meruit, as specified, or in the alternative, as set out in paragraph 8 of this document.

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## **Insurance: Liabilities, Exclusions and Responsibilities**

It is the responsibility of the client to ensure that the venue/site management will notify Incidium

Ltd. not less than two weeks in advance of any event, of any safety and electrical certification needed by the said venue for equipment/materials to be employed at the event.

The client will ensure that the venue they book will observe this condition. The Client will be wholly responsible for insurance for the following areas of risk: Non-completion of the event for any reason, employee and public liability for accident and loss, replacement of all hired-in equipment, sets etc., transport and travel, flight delays, illness and death, contingencies for unforeseen circumstances to include preparation and de-commissioning post event.

A copy of Incidium Ltd. insurance details are available on request in order to avoid unnecessary duplication of cover over and above such part of the event as Incidium Ltd may be liable for.

Project confidentiality and all other matters thereto remains the responsibility of the client up to and during the event unless an alternate written agreement has been concluded with all relevant parties.

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## **Production Personnel**

All conditions set out in this section may be deemed to be as otherwise agreed in writing. For production personnel contracted on a daily basis, `daily` is defined as ten hours (or part thereof). This to include; statutory rest breaks, planning/preparation, travel to/from point of origin, subsistence, direct costs and expenses unless otherwise previously agreed in writing.

For periods of work in excess of ten hours, Incidium Ltd will add additional personnel at their absolute discretion (i.e. on a second shift basis) to ensure a project meets the specified timescale.

It is the responsibility of the client/hirer to provide comprehensive information on the project specification for all tasks to be carried-out by production personnel. Incidium Ltd may not be held responsible for the accuracy of information supplied or consequential costs and losses.

The final and agreed project specification shall be the essence of the contract between Incidium Ltd. and the client. Any agreed changes made to such specification within twenty- four hours of the planned event will require written instructions from the client and an agreement to pay all relevant additional costs including a 20% handling fee for all other expenses.

Accommodation for production personnel is the responsibility of the client. All accommodation provided must be to an acceptable standard (i.e. washing facilities with bath/shower, hot and cold running water, clean hygienic toilet facilities, clean, dry and comfortable sleeping arrangements for single occupancy, free from extreme temperature and humidity). These facilities to be confirmed in advance of the event booked.

Production personnel will attend the venue with required tools/equipment where practicable.

In the event of any loss, damage or theft of such items caused by the client, their agents and associates will be charged to the client at replacement value plus any associated costs. Any safety/specialised clothing or equipment must be provided by the client unless otherwise specified in advance. In default of such provision, Incidium Ltd will not be held responsible for providing the same by virtue of lack of notification/provision by the client.

All travel/transport expenses incurred by production personnel and Incidium Ltd is the responsibility of the client.

In the event of production personnel using their own vehicle for travel to/from a venue/airport/railway station, a mileage charge of .60 GBP per mile + parking costs + fuel costs will be re-charged + a handling fee of 20%.

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### **Insurance: Equipment, Responsibility of parties and Substitution.**

Incidium Ltd reserves the right to change any equipment specification without prior notice subject to such equipment meeting similar standards of performance.

All insurance for equipment is the responsibility of the client/hirer unless, by joint agreement with Incidium Ltd., alternative arrangements have been confirmed in writing.

The client/hirer and/or their agent will be responsible for any claims that may be made (to whomsoever they may be claimed from) resultant from death, injury, fire, impact, together with any other associated losses, costs, and damage excepting any such responsibility caused by the negligence of Incidium Ltd. For the avoidance of doubt, a copy of the insurance schedule of Incidium Ltd. is available for inspection by arrangement at the above address.

Clients are advised that insurers will not accept claims which duplicate identical risks. Incidium Ltd holds no responsibility for:

1. Accidental or deliberate damage/theft of equipment by any party that may have an adverse effect on any event.
2. Any unforeseen technical failure of equipment during an event (i.e. component failure, radio interference and the like etc.).
3. Loss of power supply at any venue (or provided by a third party) that does not, in actuality, meet the specification determined by Incidium Ltd.
4. Malfunction of equipment in the hands of the Client/hirer or any third party not employed by Incidium Ltd.
5. Equipment loss or damage in transit in the custody of the client/hirer or any third party they appoint.
6. Damage to equipment caused by venue imperfections (i.e. inadequate security, ingress of fluids etc).
7. For any dry hire of equipment, for the avoidance of doubt, please refer to specific

insurance terms in Appendix 1 to this document. (See appendix 1)

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## **Cancellation or Postponement Fees**

Time lost cannot be replaced. From the outset of any project notification by the client, Incidium Ltd. will have full control of the project `time line` leading up to the first date of the event.

Cancellation/ postponement fees are calculated on the following basis;

1. With production capacity fully committed, we are progressively less able to replace lost business the closer that cancellation or postponement comes to the confirmed date(s).
2. For the sake of completeness, postponement is equivalent to cancellation.
3. Re-booking a new date does not mitigate this factor in any way. However, Incidium Ltd., may, at its absolute discretion, make some form of consideration in the event of re-booking the postponed event under the original terms and conditions as would apply to a new contract.

The following charges reflect the above situation:

1. **Manufacture:** From the date of confirmation, 100% of quoted charges + VAT.
  2. **Software Creation:** (i.e. Video/slides/original music/speaker support, etc.) Subject to advance schedule and quotation.
  3. **Equipment Provision:** 7 days or less from first date of confirmed event; 100% of quoted charges + VAT.
  4. **Personnel:** Time period to the first confirmed date of the event;
  5. **7 days + = No Charge**
  6. **7 days from confirmed date = 25% of quoted charges + VAT.**
  7. **48 hours from confirmed date = 75% of quoted charges + VAT.**
  8. **24 hours from confirmed date = 100% of quoted charges + VAT.**
  9. **Pre-production design:** Subject to charges as set out in paragraph 1 of this document. Instructions to prepare a specification as set out in paragraph 1 of this document are wholly chargeable as described. New or revised instructions will be re-charged on the same basis. In addition, cancellation/postponement affects an often complex supply chain involving significant de-commissioning administration and compensation costs. Note; These are standard terms. They may only be varied by Incidium Ltd. in writing.
  10. **Deadlines:** In the event of any deadlines being missed by the client/hirer as set out in the project specification, Incidium Ltd reserves the right to remove certain elements from the project that cannot reasonably be provided within a reduced timescale and retain the right to charge for such elements in any event. Furthermore, for every day lost beyond the specified deadline, a charge of £450.00 + VAT per day will be added to the project budget (see paragraph 4)
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## Copyright and Performing Rights

1. Copyright subsists on all material generated by Incidium Ltd., but not so as to transfer any rights previously owned by a third party.
2. Original material generated by Incidium Ltd will only be provided as a performing right to use for a specific event. A further licence to use, (not including any other costs) whilst not unreasonably withheld, will be chargeable as a royalty at 20% of its original value + costs.
3. Warehousing and storage against future use will be subject to quotation.
4. Incidium Ltd., as owners of any copyright material, retains all rights in the use of such material for any other client and/or event as they see fit.
5. Reproduction of any material, in whole or part, originated by Incidium Ltd. will not be permitted without written permission and credit comprising the following intellectual property:
6. All forms of methodology in transactional correspondence, documentation and computer software.
7. All forms of visual reproduction in film, television production, video reproduction, still photography, electronic storage and/or transmission by any means including internet distribution.
8. All forms of audio reproduction by disc, tape and any retrieval system.
9. A credit limit will be applied to every client transaction by generality and also by project at the absolute discretion of Incidium Ltd.
10. Credit references will be required and acted upon.
11. Advance and stage payments will be required for certain projects which must be adhered to in order to maintain continuity of project development.
12. As with deadlines, (see paragraphs 4 & 8) any delays in payment will result in
13. (a) suspension of project work,
14. (b) interest charges of 20% per week, and/or
15. (c) additional charges on a daily rate of £450.+ VAT.
16. Client accounts departments should be advised of such special circumstances where `live` projects are in progress.
17. Standard terms of payment require full payment within 30 days of invoice date to avoid excess credit charges.
18. Other payment terms are subject to negotiation and confirmation in writing. Payment must be made by bank transfer within the credit period. Any other form of payment must be agreed in advance of invoicing

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**ALL TERMS AND CONDITIONS IN THIS DOCUMENT, SHALL BE INTERPRETED ACCORDING TO THE LAWS OF ENGLAND AND WALES.**