



STANDARD SERVICE TERMS AND CONDITIONS

BACKGROUND: These Terms and Conditions are the standard terms for the provision of services by Essential AV Ltd, a Private Limited Company, etc., Company number 11829350, whose registered address is Unit 3, 57 Windsor Avenue, London, SW19 2RR, whose main trading address is Unit 3, 57 Windsor Avenue, London, SW19 2RR.

1. Definitions and Interpretation In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

- **“Business Day”**: means any day other than a Saturday, Sunday or bank holiday;
- **“Calendar Day”**: means any day of the year;
- **“Contract”**: means the contract for the provision of Services, as explained in Clause 3;
- **“Deposit”**: means an advance payment made to Us under sub-Clause 5.5;
- **“Month”**: means a calendar month;
- **“Price”**: means the price payable for the Services;
- **“Services”**: means the services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation);
- **“Special Price”**: means a special offer price payable for Services which We may offer from time to time;
- **“Order”**: means your order for the Services as attached;
- **“Order Confirmation”**: means Our acceptance and confirmation of your Order as described in Clause 3;
- **“We/Us/Our”**: means Essential AV Ltd, a Private Limited Company. Company number 11829350, whose registered address is Unit 3, 57 Windsor Avenue, London, SW19 2RR.

Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications, whether sent by e-mail, text message, fax, or other means.

2. Information About Us

Essential AV Ltd, a Private Limited Company. Company number 11829350, whose registered address is Unit 3, 57 Windsor Avenue, London, SW19 2RR.

Our VAT number is 316327126.



3. The Contract

3.1 These Terms and Conditions govern the sale and provision of Services by Us and will form the basis of the Contract between Us and you. Before submitting an Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.

3.2 Nothing provided by Us, including, but not limited to, sales and marketing literature, price lists, and other documents, constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that we may, at our discretion, accept.

3.3 Placing and Confirming an Order: To place a valid Order and confirm your acceptance of Our quotation, you must do so explicitly either through Our dedicated online system (e.g., by digitally accepting or signing the quote) or in writing via email. We do not accept verbal confirmations (such as those made over the telephone or in person) as binding Orders.

3.4 Order Acceptance: A legally binding contract between Us and you will only be created upon Our formal acceptance of your Order, which will be indicated by Our Order Confirmation. Order Confirmations will be provided to you in writing.

3.5 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:

- The main characteristics of the Services;
- Our identity (set out above in Clause 2) and contact details (as set out below in Clause 11);
- The total Price for the services, including taxes, or, if the nature of the Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
- The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Services;
- Our complaints handling policy;
- Where applicable, details of after-sales services and commercial guarantees;
- The duration of the Contract, where applicable, or if the Contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract;
- Where applicable, the functionality, including appropriate technical protection measures, of digital content;
- Where applicable, any relevant compatibility of digital content with hardware and software that we are aware of or might reasonably be expected to be aware of.

3.6 Venue-Billed Events: In instances where We provide Services at a venue where We are a contracted supplier, and the Services are to be billed to you directly by the venue rather than by Us, the legal contract for those Services will be between you and the venue. Even if you discuss requirements and confirm a quotation directly with Us, the venue remains the



principal contracted party for billing and contractual purposes. In such circumstances, you will be strictly bound by the venue's own contract and terms and conditions (including their specific cancellation policies), which will supersede these Terms and Conditions.

4. Orders

4.1 All Orders for Services made by you will be subject to these Terms and Conditions.

4.2 You may request to amend your Order at any time before we begin providing the Services. All amendment requests must be made in writing and are subject to our written agreement and the availability of resources.

- 4.2.1 Additions: If your requested amendment increases the scope or Price of the Order, we will issue an updated quotation for your approval.
- 4.2.2 Reductions: If your requested amendment results in a reduction to the scope or total Price of a confirmed Order, the removed or reduced portion of the Services will be treated as a partial cancellation. However, minor reductions (e.g., changes amounting to less than 10% of the total Order value) requested more than 14 days prior to the event date may be accepted without penalty, strictly at Our discretion. For all other reductions, the reduced financial portion will be subject to the applicable cancellation fees and terms outlined in Clause 10, based on the date your written amendment request is received.

4.3 If your Order is changed, we will inform you of any change to the Price in writing.

4.4 Order Cancellation and Grace Periods: All requests to cancel an Order must be made in writing. Your right to cancel without penalty depends on how close the booking is to the event date:

- 4.4.1 Standard Bookings (More than 4 weeks' notice): If you place an Order for an event occurring 29 days or more in the future, you may cancel your Order within 5 working days of placing it without penalty. Any payments made to Us (including the Deposit) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. If you wish to cancel after this 5-day period, Clause 10 applies.
- 4.4.2 Short-Notice / Rush Bookings (4 weeks' notice or less): If you place an Order for an event occurring within 28 days or less from the date of booking, the 5-working-day grace period does not apply. Due to the immediate allocation of resources required for short-notice events, the tiered cancellation fees detailed in Clause 10 will take effect immediately upon our Order Confirmation.

4.5 We will only cancel your Order before we begin providing the Services if We are prevented from fulfilling it due to an event outside of Our reasonable control (please refer to Clause 9 for details on these events). If such an unavoidable cancellation is necessary, we will inform you as soon as reasonably possible. If you have made any payments to Us under Clause 5 (including, but not limited to, the Deposit), the payment(s) will be refunded to you in



full as soon as reasonably possible, and in any event within 14 Calendar Days of Us informing you of the cancellation. All such cancellations will be confirmed in writing.

5. Price and Payment

5.1 The Price of the Services will be that shown in our quotation in place at the time of your Order. If the Price shown in your Order differs from our current price, we will inform you upon receipt of your Order.

5.2 If we quote a Special Price that is different from the Price shown in our current price list, the Special Price will be valid for 30 days or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement. Orders placed during this period will be accepted at the Special Price even if we do not accept the Order until after the period has expired.

5.3 Our Prices may change at any time, but these changes will not affect Orders that we have already accepted.

5.4 All Prices quoted are exclusive of VAT, which will be added to your final total at the prevailing standard rate. If the statutory VAT rate changes between the date of your Order and the date of your payment, we will adjust the VAT amount you must pay. However, changes to the VAT rate will not affect any Prices for which we have already received payment in full from you prior to the change in rate.

5.5 Before we begin providing the Services, you will be required to pay a Deposit of 50% of the total Price for the Services. The due date for payment of your Deposit will be included in the Order Confirmation.

5.6 In certain circumstances, if your order is cancelled, your Deposit will be refunded in full or in part, subject strictly to the Cancellation timelines outlined in Clause 10.

5.7 The balance of the Price will be payable in advance unless otherwise agreed.

5.8 Cash / Non-Account Customers: If you do not hold an approved credit account with Us (a "cash customer"), payment for the Services must be made in full within 3 Business Days of receipt of Our invoice. Please note that for cash customers, your Order is not deemed confirmed, and we cannot guarantee or allocate any equipment, personnel, or resources for your event until this full payment has been received in cleared funds.

5.9 We accept the following methods of payment:

- BACS Transfer;
- Electronic Bank Transfer;
- Cash;



5.10 If you do not make payment to us by the due date as shown on our invoice, we may charge you interest on the overdue sum at the rate of 4% per annum above the base lending rate of Starling Bank from time to time. Interest will accrue daily from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.

5.11 The provisions of sub-Clause 5.10 will not apply if you have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

6. Providing the Services

6.1 As required by law, we will provide the Services with reasonable skill and care, consistent with best practices and standards in the industry OR sector, and in accordance with any information provided by us about the Services and about us.

6.2 We will begin providing the Services on the date confirmed in Our Order Confirmation.

6.3 We will continue providing the Services for the agreed-upon period. The agreed-upon period will be specific to each order confirmation.

6.4 We will make every reasonable effort to complete the Services on time (and in accordance with your Order). We cannot, however, be held responsible for any delays if an event outside of our control occurs. Please see Clause 9 for events outside of our control.

6.5 If we require any information or action from you in order to provide the Services, we will inform you of this as soon as is reasonably possible.

6.6 If the information or action required of you under sub-Clause 6.5 is delayed, incomplete or otherwise incorrect, we will not be responsible for any delay caused as a result. If additional work is required from us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or action on your part, we may charge you a reasonable additional sum for that work.

6.7 In certain circumstances, for example, where there is a delay in your sending Us information or taking action required under sub-Clause 6.5, We may suspend the Services (and will inform you of that suspension in writing).

6.8 In certain circumstances, for example, where We encounter a technical problem, We may need to suspend the Services in order to resolve the issue. Unless the issue is an emergency requiring immediate attention, we will inform you in writing before suspending the Services.

6.9 If the Services are suspended under sub-Clauses 6.7 or 6.8, you will not be required to pay for them during the period of suspension. You must, however, pay any invoices that you have already received from Us by their due date(s).



6.10 If you do not pay Us for the Services as required by Clause 5, We may suspend the Services until you have paid all outstanding sums due. If this happens, we will inform you in writing. This does not affect our right to charge you interest under sub-Clause 5.9.

7. Problems with the Services and Your Legal Rights

7.1 We always use reasonable efforts to ensure that our provision of the Services is trouble-free. If, however, there is a problem with the Services, we request that you inform us as soon as is reasonably possible (you do not need to contact Us in writing, although writing is the preferred method of communication).

7.2 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.

7.3 We will not charge you for remedying problems under this Clause 7 where the problems have been caused by Us, any of our agents, employees or sub-contractors or where nobody is at fault. If we determine that a problem has been caused by incorrect or incomplete information or action provided or taken by you, sub-Clause 6.6 will apply, and we may charge you for remedial work.

7.4 As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. If we do not perform the Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price. If the Services are not performed in line with information that We have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if Our breach concerns information about Us that does not relate to the performance of the Services), you have the right to a reduction in price. If, for any reason, we are required to repeat the Services in accordance with your legal rights, we will not charge you for the same, and we will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where you have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which we agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method. In addition to your legal rights relating directly to the Services, you also have remedies if we use materials that are faulty or incorrectly described.

8. Our Liability

8.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence, or if it is contemplated by you



and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

8.2 If We are providing Services in your property and We cause any damage, We will make good that damage at no additional cost to you. We are not responsible for any pre-existing faults or damage in or to your property that we may discover while providing the Services.

8.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

8.4 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by Us about the Services or about Us.

8.5 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

9. Events Outside of Our Control (Force Majeure)

9.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic, pandemic, public health emergencies, government-mandated lockdowns or restrictions, or any other event that is beyond Our reasonable control.

9.2 If any event described under this Clause 9 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

- 9.2.1 We will inform you as soon as is reasonably possible.
- 9.2.2 Our obligations under these Terms and Conditions will be suspended, and any time limits that We are bound by will be extended accordingly;
- 9.2.3 We will inform you when the event outside of our control is over and provide details of any new dates, times or availability of Services as necessary;
- 9.2.4 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to cancel under Clause 10. Any refunds due to you as a result of that cancellation will be paid to you as soon as reasonably possible, and in any event within 14 Calendar Days of our acceptance of your cancellation notice;
- 9.2.5 If the event outside of Our control continues for more than 1 week, We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a



result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of our cancellation notice.

10. Cancellation Policy

10.1 All requests to cancel an Order for Services must be made to Us in writing. The date we receive your written cancellation notice will dictate the applicable cancellation fees.

10.2 Due to the nature of event scheduling and the dedication of resources, equipment, and personnel, the following tiered cancellation fees apply based on the total value of your Order:

Notice Received Prior to Event/Service Date	Cancellation Fee Payable
More than 4 Weeks (29 days or more)	0% of the total Order value (Deposit refunded) unless costs are incurred.
4 Weeks (28 days down to 22 days)	50% of the total Order value
3 Weeks (21 days down to 15 days)	75% of the total Order value
2 Weeks (14 days or less)	100% of the total Order value

10.3 Incurred Costs: Notwithstanding the cancellation tiers outlined in sub-Clause 10.2, if We have already incurred specific costs or expenses in relation to your Order (including, but not limited to, sub-hired equipment, non-refundable travel expenses, and chargeable administrative/planning time) prior to the receipt of your cancellation notice, you will remain strictly liable to pay for these costs at the quoted rate.

10.4 Application of Funds: If you cancel your Order, any Deposit or payments already made will be applied against the applicable cancellation fee and any incurred costs outlined in sub-Clauses 10.2 and 10.3.



- If the payments you have already made are less than the required cancellation fee and incurred costs, we will invoice you for the remaining balance, which becomes immediately due and payable.
- If the payments you have already made exceed the required cancellation fee and incurred costs, the excess balance will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of our acceptance of your cancellation.

10.5 Your Right to Cancel for Breach: You may cancel the Services and the Contract immediately by giving Us written notice if any of the following occur. In these circumstances, you will not be required to pay the cancellation fees in sub-Clause 10.2, and any unused payments will be refunded to you within 14 Calendar Days:

- 10.5.1 We have breached the Contract in any material way and have failed to remedy that breach within 14 Calendar Days of you asking Us to do so in writing; or
- 10.5.2 We enter into liquidation or have an administrator or receiver appointed over our assets; or
- 10.5.3 We are unable to provide the Services due to an event outside of Our control (as under sub-Clause 9.2.4); or
- 10.5.4 We change these Terms and Conditions to your material disadvantage.

10.6 Our Right to Cancel: We may cancel your Order for the Services before the Services begin under sub-Clause 4.5. Once we have begun providing the Services, we may cancel the Services and the Contract at any time by giving you 1 week's written notice, and any advance payments for unperformed Services will be refunded.

10.7 Our Right to Cancel for Breach: We may cancel the Services and the Contract immediately by giving you written notice if any of the following occur (and you will remain liable for payment for Services rendered and costs incurred up to the date of cancellation):

- 10.7.1 You fail to make a payment on time as required under Clause 5 (this does not affect our right to charge interest on overdue sums under sub-Clause 5.9); or
- 10.7.2 You have breached the Contract in any material way and have failed to remedy that breach within 14 Calendar Days of Us asking you to do so in writing; or
- 10.7.3 We are unable to provide the Services due to an event outside of Our control (for a period longer than that in sub-Clause 9.2.5).

10.8 For the purposes of this Clause 10, a breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party. In deciding whether a breach is material, no regard will be had to whether it was caused by any accident, mishap, mistake, or misunderstanding.



11. Communication and Contact Details

11.1 If you wish to contact Us, you may do so by telephone at 0207 427 6092 or by email at info@essentialav.co.uk.

11.2 In certain circumstances, you must contact Us in writing (when cancelling an Order, for example, or exercising your right to cancel the Services). When contacting Us in writing, you may use the following methods:

- Contact Us by email at info@essentialav.co.uk; or
- Contact Us by pre-paid post at Essential AV Ltd, Unit 3, 57 Windsor Avenue, London, SW19 2RR.

12. Complaints and Feedback

12.1 We always welcome feedback from our customers and, whilst we always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.

12.2 All complaints are handled in accordance with our complaints handling policy and procedure, available upon request.

12.3 If you wish to complain about any aspect of your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Services, please contact Us in one of the following ways:

- In writing, addressed to the Sales department, Essential AV Ltd, Unit 3, 57 Windsor Avenue, London, SW19 2RR
- By email, addressed to Sales Director, info@essentialav.co.uk

13. How We Use Your Personal Information (Data Protection) 13.1 All personal information that we may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR.

13.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available upon request.

13.3 Marketing Communications: We may use your contact details to send you information about our similar services and offers. We process this data in accordance with our Privacy Policy. You can opt out of these communications at any time by clicking the "unsubscribe" link in any email we send, or by emailing Us at info@essentialav.co.uk.



14. Other Important Terms

14.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, we will inform you in writing. Your rights under these Terms and Conditions will not be affected, and our obligations under these Terms and Conditions will be transferred to the third party, who will remain bound by them.

14.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

14.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way, and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

14.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

14.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

15. Governing Law and Jurisdiction

15.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

15.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 15.1 above takes away or reduces your rights as a consumer to rely on those provisions.

15.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.