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Terms & Conditions

1. Glossary
2. Hire
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4. General Terms

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Glossary of Document Terminology

The following definitions and rules of interpretation apply in this Agreement.

1. DEFINITIONS

- “Agreement” means the contract between JMAP and the Client for the supply of Goods and Services in accordance with the Client's Quotation and these Conditions;
- “Brief” means the written or verbal instruction of the Client describing the required project and the Deliverables, setting out the estimated timetable and responsibilities for the provision of the Services;
- “Client” means the person to whom JMAP is to provide services, as detailed in the Client's Quotation;
- “Client's Quotation” means the client quotation submitted by JMAP to the Client for the Services;
- “Client's Equipment” means any equipment, systems, cabling or facilities provided by the Client and used directly or indirectly in the supply of the Services.
- “Client's Manager” means the Client's manager for the Project, appointed in accordance with clause 3.3.1.1;
- “Client Works” means the works and materials provided by the Client to JMAP, or by any third party acting for or on behalf of the Client, for incorporation into the Deliverables;
- “Commencement Date” shall mean the date upon which an activity, hire period, production design or production build, sale agreement, installation design or practical installation shall commence.
- “Conditions” means these terms and conditions as amended from time to time in accordance with clause 4.8;
- “Data Controller” has the meaning set out in s.1(1) Data Protection Act 1998;
- “Data Processor” has the meaning set out in s.1(1) Data Protection Act 1998;
- “Data Subject” means an individual who is the subject of Personal Data;
- “Deliverables” means the deliverables specified in the Brief; • “Deposit” shall have the meaning ascribed to it in clause 3.7;
- “Document” includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;
- “JMAP’s Manager” means JMAP’s manager for the Project appointed under clause 3.2.2
- “Goods” means equipment, deliverables and products sourced and owned by JMAP.
- “Input Material” means all Documents, information and materials provided by the Client relating to the Services, including computer programs, data, reports and specifications;
- “Intellectual Property Rights” Intellectual property refers to all creations of the mind: inventions; literary and artistic works; and symbols, names, images, patents, utility models, design and content created by JMAP in each case whether registered or unregistered.

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- “JMAP” refers to JM Audio Productions, a trading name of JM Audio Productions Limited, company registration no. 14598257, the registered address of which is 22 Rodway, Wanborough, SN4 0TN.
- “Participants” means all individuals invited by the Client to the Venue to participate in the Project;
- “Personal Data” has the meaning set out in Data Protection Act 1998.
- “Pre-existing Materials” means all Documents, information and materials provided by JMAP relating to the Services which existed prior to the commencement of this Agreement, including the pre-existing materials specified in the Brief;
- “Price” means the price to be paid by the Client in respect of the Project, as set out in the Brief, as may be varied in accordance with clause 2.4.3 and clause 4.2 of these terms and conditions.
- “Project” means the project as described in the Brief;
- “Services” means the services to be provided by JMAP under this Agreement as set out in the Brief, together with any other services which JMAP provides or agrees to provide to the Client;
- “Start Date” refers to the commencement date upon which an activity, hire period, production design or production build, sale agreement, installation design or practical installation shall commence.
- “VAT” means value added tax chargeable under English law for the time being and any similar additional tax;
- “Venue” means the premises at which the Project is to be delivered.

1.1. For clarity these Terms and Conditions are grouped for ease of reference into their most pertinent applications, however ALL CLAUSES apply to any and ALL agreements.

1.2. This Agreement shall be binding on, and ensure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party’s personal representatives, successors and permitted assigns.

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

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

1.5. A reference to “writing” or “written” includes emails but only those emails where receipt has been acknowledged or responded to

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2. HIRE SPECIFIC TERMS & CONDITIONS

2.1. Hire General Agreement Terms

2.1.1. Where the client has obtained a quotation from JMAP, the quotation is valid for 30 days from the date of the quotation. A quotation does not constitute acceptance of a hire agreement with the client, and equipment is not booked out to the client until the hire agreement is confirmed.

2.1.2. Quotations are subject to availability at the time of confirmation.

2.1.3. Acceptance of a quote and acceptance of equipment and services supplied by JMAP shall constitute acceptance of these terms and conditions unless otherwise agreed in writing in advance.

2.1.4. Any order or instruction given to JMAP shall be given in writing. Verbal instructions and orders shall be acted upon, however JMAP is not liable for the consequences of any misunderstandings or inaccuracies resulting from a verbal instruction not confirmed in writing within 48 hours.

2.1.5. The client is responsible for any instruction or order issued to a JMAP Representative by the client. Any advice, instruction or order issued by a JMAP company representative to the client should be followed immediately, JMAP is not liable for any damage or loss incurred as a result of a failure of the client to follow any instruction or advice issued by a JMAP representative.

2.2. Equipment Hire

2.2.1. JMAP will supply equipment pursuant to these terms and conditions.

2.2.2. JMAP reserves the right to change equipment lists to suit booking schedules without prejudice.

2.2.3. All descriptions, weights, dimensions and insurance values advertised on the JMAP website or official documents issued by JMAP are approximations only and are a representation of the equipment to be hired. JMAP reserves the right to change the specification without notice.

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2.3. Hire Period

2.3.1. JMAP will supply equipment pursuant to these terms and conditions and will permit the client uninterrupted use of the equipment for the full duration of the hire period.

2.3.2. The hire period is defined as the period between the time and date from which the equipment is booked out (specified as the “Date Out” on JMAP documentation) and the time and date from which the equipment is expected to be returned (specified as the “Date Back” on JMAP documentation).

2.3.3. Equipment is deemed to be “on hire” from the time and date from which the equipment is booked out. Equipment shall be deemed to be “off hire” from the date and time it is returned to JMAP’s premises in good working order.

2.3.4. Equipment shall be deemed to be late if all or part of the equipment is not returned by the date and time the equipment is expected back, pursuant to section 2.7 of this document.

2.4. Hire Charges & Payment term

2.4.1. The client shall be charged a weekly rate for all equipment for every week (or part thereof) that the equipment is on hire, whether or not the equipment is in use by the client.

2.4.2. At the discretion of a JMAP representative, a daily rate may be charged for very short, i.e. single day, hire periods.

2.4.3. Grace periods may be given at the start and end of a hire period to offset transit periods at the discretion of JMAP.

2.4.4. All list prices are advertised on the JMAP website and the JMAP hire price list. JMAP reserves the right to change these prices at any time without notice or prejudice.

2.4.5. The client shall be charged an agreed amount for delivery of the equipment, pursuant to section 2.6 of these terms and conditions.

2.4.6. VAT is charged on all JMAP goods and services, and delivery charges where applicable.

2.4.7. The client agrees to pay all hire and delivery charges on invoices from JMAP in accordance with the client’s established credit agreements.

2.4.1.1. Cash clients shall pay in advance of receiving the hire upon receipt of an invoice for the upcoming hire. Equipment shall not be released without receipt of the full balance in cleared funds.

2.4.1.2. See also general Payment terms clause 4.4

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2.5. Hire Insurance

2.5.1. For the entire duration of the hire period, the client shall remain responsible for any loss or damage to any equipment hired from JMAP.

2.5.2. It is recommended that the client take out insurance to protect against loss or liability as a result of loss or damage to the hired equipment. The approximate insurance value of all hired equipment is stated on JMAP delivery notes and quotations

2.6. Delivery and Collection

2.6.1. Unless otherwise agreed in writing, the client agrees to collect and return the equipment from JMAP. The client is additionally responsible for the provision of appropriate vehicles for transport, and the safe and secure loading and unloading of the vehicles.

2.6.2. The client shall collect and return the equipment from JMAP's premises during JMAP's published business opening hours.

2.6.3. Collection and return of equipment outside of these hours must be by prior arrangement in writing with JMAP and may incur additional charges.

2.6.4. If agreed and specified as part of the hire agreement, JMAP shall deliver the equipment to an address specified by the client in advance.

2.6.5. Where JMAP has agreed to deliver using company vehicles, JMAP shall deliver and collect on the days specified in the hire agreement between the hours of 0900 and 1700, Monday to Friday, excluding bank holidays. Morning and afternoon slots may be requested, however delivery windows of 2 hours or less will incur additional charges which will be advised at time of booking.

2.6.6. All times quoted or stated for deliveries are approximate only JMAP shall not be liable for any delay in delivery of the Equipment howsoever caused.

2.6.7. Unless otherwise agreed in writing, the Hirer is responsible for loading, transporting and unloading the Equipment at the Site and on its return to JMAP and for all costs incurred in connection therewith, and any driver or operator supplied by JMAP shall be deemed to be under the Hirer's control and shall comply with all reasonable directions of the Hirer.

2.6.8. Any deliveries or collections outside of the times specified in clause 2.6.5 will be defined as an out of hours collection and will incur additional charges as specified in Appendix 1 of this document.

2.6.9. JMAP assumes no liability for incorrect delivery information, and it is the responsibility of the client to ensure the correct address and timing information is supplied at the point of confirming the order. Missed deliveries and collections or second deliveries and collections may incur additional delivery charges as specified in Appendix 1 of this document.

2.6.10. JMAP reserves the right to engage third party couriers for deliveries and collections without prejudice. JMAP assumes no liability for the failure of a third-party company to

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deliver. It is the responsibility of the client to ensure the correct address and timing information is supplied at the point of confirming the order.

2.7. Late Returns and Broken or Damaged Equipment

2.7.1. Equipment not returned on or before the date and time specified as the date and time that the equipment is due to be returned to JMAP without prior arrangement is considered to be a late return.

2.7.2. Equipment will be considered as on hire until such a point that it is returned to the building or declared a loss. The client assumes liability for any excess hire charges incurred up to the point the equipment is returned in a working & fully serviceable condition or declared a loss.

2.7.3. Equipment declared as a loss to JMAP will incur a charge to the client up to the full replacement value of the item that has been lost.

2.7.4. In the event that equipment declared to be a loss to JMAP is returned by the client at a later date, a credit of up to 50% of the replacement charges levied may be offered at the discretion of the Hire Manager of JMAP.

2.7.5. JMAP will check each piece of equipment returned by the client carefully for damage. The cost of labour & parts will be made where necessary to return the equipment to the condition in which it was hired. If this is not cost effective, a charge to cover the replacement will be made.

2.7.6. By accepting a hire agreement with JMAP, the client agrees to accept full liability for any costs incurred in order to restore the equipment to hireable condition, fair wear and tear notwithstanding. A schedule of charges may be found in Appendix 1 2.7.7 Where the cost of restoring the equipment to hireable condition exceeds the cost of a like for like replacement of the equipment, the client accepts liability for the replacement cost.

2.7.7. Where the cost of restoring the equipment to hireable condition exceeds the cost of a like for like replacement of the equipment, the client accepts liability for the replacement cost.

2.7.8. JMAP will notify the client of any damage or shortages to returned equipment as soon as is reasonably practicable and in any event within one calendar month of the return of the equipment.

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2.8. Cancellation

2.8.1. The client may cancel the hire agreement subject to charges itemised here;

2.8.1.1 Cancellation is received 30 calendar days or more in advance of the commencement of the agreed hire period, there will be no charge, subject to clause 2.8.2.

2.8.1.2 Cancellation is received between 20 and 29 calendar days in advance of the commencement of the agreed hire period, 25% of the agreed hire value will be payable.

2.8.1.3 Cancellation is received between 14 and 19 calendar days in advance of the commencement of the agreed hire period, 50% of the agreed hire value will be payable.

2.8.1.4 Cancellation is received between 10 and 13 calendar days in advance of the commencement of the agreed hire period, 50% of the agreed hire value will be payable.

2.8.1.5 Cancellation is received with 7 working days (or less) in advance of the commencement of the agreed hire period, 100% of the hire agreement value will be payable.

2.8.2. If at the time of booking JMAP notifies the client of sub hires, any additional liabilities associated with the cancellation of any sub hires will be passed on in full, (at cost), to the client. Notification of sub hires is permissible by written or verbal communication as and when required during project meetings.

(see also General Cancellation terms clause 4.2).

2.8.3. At the discretion of the JMAP Hire Manager, additional charges of up to 50% of the agreed hire value may be levied to recover the cost of specific investment in equipment and materials for the purpose of the cancelled or delayed project or projects.

2.9. Equipment Use

2.9.1. The client agrees to use all equipment supplied by JMAP in accordance with the equipment's particular specifications and operational limits

2.9.2. The client agrees to keep all equipment in good working order, fair wear and tear excepted.

2.9.3. The client shall not modify, alter or otherwise use equipment for any purpose other than that for which it is intended in the equipment's specifications. Any modifications, alterations or use of equipment for any purpose other than is intended in the equipment's specifications that require remedial work to return the equipment to a hirable condition shall be considered damage to the equipment, and the client accepts any liabilities and costs this incurs, pursuant to section 2.7 of these terms and conditions.

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2.9.4. The client assumes full liability for any loss incurred as a result of misuse of equipment.

2.9.5. Where spare lamps are provided by JMAP, the client agrees to return all spare lamps on a sale or return basis. Where spare lamps have been used, the client shall return faulty or expired lamps.

2.10. Equipment Use

2.10.1 The equipment shall at all times remain the property of JMAP.

2.11. Copyright

2.11.1. The Client is solely responsible for obtaining all licenses or warrants appropriate for the use of the equipment supplied. This may include (but not limited to) TV Licence, PRS Licence, PPL Licence, Permissions to record etc.

2.11.2. JMAP hereby notifies the client that the playing or showing of any copyright material in circumstances where the client does not hold the appropriate licence from the copyright holder then the client may become liable for any costs or damages for so doing.

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3. PRODUCTION

3.1 Commencement and duration

3.1.1. An Agreement acceptance constitutes an offer by the Client to purchase Services in accordance with these Conditions.

3.1.2. The date on which this Agreement shall come into existence (the “Commencement Date”) shall be the date on which JMAP accepts or confirms the Agreement or, if earlier, the date on which JMAP commences provision of the Services at the Client’s request.

3.1.3. These Conditions apply to the Agreement to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3.1.4. JMAP shall provide the Services to the Client from the Commencement Date on the terms and conditions of this Agreement.

3.1.5. The Services supplied under this Agreement shall continue to be supplied until the Project is completed in accordance with the Brief, unless this Agreement is terminated in accordance with clause 3.8

3.1.6. The Client's Quotation shall not constitute an offer and is only valid for a period of 30 days from its date of issue and is subject to availability of equipment at the time of confirmation, provided that JMAP does not withdraw the quotation during the 30-day period.

3.2 JMAP’s Obligations

3.2.1. JMAP shall use reasonable endeavours to provide the Services, and to deliver the Deliverables to the Client, in accordance with the Brief in all material respects.

3.2.2. JMAP shall appoint JMAP’s Manager who shall have authority contractually to bind JMAP on all matters relating to the Project. JMAP shall use reasonable endeavours to ensure that the same person acts as JMAP’s Manager throughout the term of the Project, but may replace him or her from time to time where reasonably necessary in the interests of JMAP’s business.

3.2.3. JMAP shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Venue or any of the Client's premises and that have been communicated to JMAP prior to a placement of order, provided that it shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligations under this Agreement.

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3.3 Client's Obligations

3.3.1 The Client shall:

3.3.1.1 Cooperate with JMAP in all matters relating to the Services and appoint the Client's Manager in relation to the project, who shall have the authority contractually to bind the Client on matters relating to the Project;

3.3.1.2 Provide, for JMAP, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Venue and to the Client's premises, office accommodation, data and other facilities as required by JMAP or any of them;

3.3.1.3 Provide, in a timely manner, such Input Material and other information as JMAP may require (including, without limitation, the number and identity of Participants), and ensure that it is accurate in all material respects;

3.3.1.4 Be responsible (at its own cost) for preparing and maintaining the Venue and any other relevant premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from such premises in accordance with all applicable laws, before and during the supply of the Services at those premises, and informing JMAP of all of the Client's obligations and actions pertaining to these terms and conditions.

3.3.1.5 Inform JMAP of all health and safety rules and regulations and any other reasonable security requirements that apply at the Venue and any of the Client's premises;

3.3.1.6 Ensure that all Client's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements;

3.3.1.7 The Client is responsible for ensuring the structural suitability and structural integrity of the venue wherein contracted production work is to be undertaken.

3.3.1.8 Obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of JMAP's Equipment, the use of Input Material and the use of the Client's Equipment in relation to JMAP's Equipment insofar as such licences, consents and legislation relate to the Client's business, premises, staff and equipment, in all cases before the date on which the Services are to start;

3.3.1.9 Keep and maintain JMAP's Equipment in accordance with JMAP's instructions as notified by JMAP's Manager from time to time and shall not dispose of or use JMAP's Equipment other than in accordance with JMAP's written instructions or authorisation; and

3.3.1.10 Abide with the terms and conditions of the Venue and, if the Venue and any other provider of services relating to the Brief are introduced by JMAP but will provide such services directly to the Client, to ensure that such persons are paid in accordance with the terms of their engagement.

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3.3.2 If JMAP's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, JMAP shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.

3.3.3 The Client shall be liable to pay to JMAP, on demand, all reasonable costs, charges or losses sustained or incurred by JMAP (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Agreement, subject to JMAP confirming such costs, charges and losses to the Client in writing.

3.3.4 The Client shall not, without the prior written consent of JMAP, at any time from the date of this Agreement to the expiry of six months after the completion of the Project, solicit or entice away from JMAP or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of JMAP in the provision of the Services.

3.3.5 Any consent given by JMAP in accordance with clause 3.3.4 shall be subject to the Client paying to JMAP a sum equivalent to 50% of the then current annual remuneration of JMAP's employee, consultant or subcontractor or, if higher, 50% of the annual remuneration to be paid by the Client to that employee, consultant or subcontractor.

3.4 Content

3.4.1 The Brief must be clearly confirmed with JMAP in writing before the Commencement Date.

3.4.2 Any subsequent adjustments or alterations to the brief may incur additional charges which will be invoiced on a time charge basis at an hourly rate of £50. per hour.

3.4.3 The Client warrants that the Brief is accurate in so far as is possible.

3.4.4 The Client's Quotation and any pre-set dates for supply of the Deliverables will be agreed on the basis of the Brief. JMAP reserves the right to make additional charges for changes to the Brief resulting from:

3.4.4.1 alterations by the Client;

3.4.4.2 a delay in providing JMAP with materials, information instructions or authorisations;

3.4.4.3 supply of poor quality assets to JMAP by the Client; and

3.4.4.4 any other circumstances beyond JMAP's control. The Client fully accepts that items contained in this clause 3.4 may result in a delay in the supply of the

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Deliverables and that JMAP will have no liability whatsoever in relation to the delay.

3.4.5 Approval by the Client of final quotations, crew briefs, designs, drawings, equipment lists, schematics, artwork and the like will be JMAP's authority to proceed with the production or publication of Deliverables as appropriate.

3.4.6 Where artwork, films, motion graphics, set designs, equipment lists or other material is sent to the Client for final approval, the Client shall check it carefully and notify JMAP of any errors or alterations. JMAP will use reasonable endeavours to effect any changes so notified but JMAP reserves the right to make additional charges if any of these alterations go beyond or change the original Brief. Where notification of errors is either unreasonably delayed in this way or does not occur at all before publication, JMAP will not be liable in respect of any such errors.

3.4.7 JMAP will not be liable in respect of errors which may occur after the handover of artwork where the Client oversees distribution, uploading or display of the final film, graphic or other works.

3.4.8 Deliverables will only be publicly released by JMAP once the Client has approved all Deliverables as complete and satisfactory and confirms this in writing.

3.4.9 JMAP reserves the right to use part or all of any material they produce in promotional literature, including, but not exclusive to marketing DVDs, websites and printed literature.

3.4.10 If the Client does not wish to have their film, content and images used in JMAP's promotional material they must state so in writing before commencement of production unless otherwise agreed in writing prior to event.

3.4.11 Except where JMAP agrees to the contrary, it shall be the sole responsibility of the Client to ensure that the Deliverables comply with all local laws (whether consumer, public or civil), regulations and codes in all countries in which use is intended as stated in the Brief. It is also the Client's responsibility to ensure that the Deliverables carry all disclaimers, warnings and public information which any competent lawyer of the Client in any of the relevant jurisdictions would advise.

3.5 Intellectual Property Rights

3.5.1 The Client shall indemnify JMAP against all damages, losses and expenses arising as a result of any action or claim that any Client Works or Input Materials infringe any Intellectual Property Rights owned by a third party ("Third Party Rights").

3.5.2 Deliverables

3.5.2.1 On becoming aware that any material comprising Third Party Rights is used in Deliverables e.g. music or library footage, JMAP will promptly communicate this to the Client.

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3.5.2.2 Unless otherwise agreed in writing, the Client will accept full responsibility for ensuring the proper use of any materials including Third Party Rights, including full payment of all associated costs.

3.5.2.3 JMAP cannot and will not use materials including Third Party Rights unless it is entitled to do so.

3.5.2.4 Intellectual Property Rights in the Deliverables extend to the final delivered production, but does not include source files, or design elements all of which will remain the property of JMAP. If the Client requires these files from JMAP, they are available at a fee of 25% of the total project fee.

3.5.2.5 If any Deliverables include any Client Works, it is agreed that JMAP shall have the right to use or allow use of such Client Works for the purpose of fulfilling JMAP's obligations under the Agreement. JMAP shall not gain any rights over such Client Works by virtue of such use, but JMAP shall be entitled to use the Client Works both during and after the production and supply of the Deliverables to promote and advertise its own work.

3.5.2.6 Subject to clauses 3.5.2.1 (a) to 3.5.2.5(e) and to payment in full of the Price to JMAP by the Client, JMAP will assign to the Client with full title guarantee to all the present and future Intellectual Property Rights in the Deliverables.

3.5.3 The Client shall indemnify and hold harmless JMAP and JMAP's agents and employees from any liability, cost, loss, damages award, sum payable by way of settlement or other expense of any kind (including reasonable legal fees) arising from any claim, demand or action alleging that any Input Materials, Client Works or Deliverables infringe any Third Party Rights or are contrary to any law, code or regulation in any country.

3.6 Change Control

3.6.1 The Client's Manager and JMAP's Manager shall liaise as often as is reasonably necessary to discuss matters relating to the Project. If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.

3.6.2 If either party requests a change to the scope or execution of the Services, JMAP shall, within a reasonable time, provide a written quotation to the Client of:

3.6.2.1 The likely time required to implement the change;

3.6.2.2 any necessary variations to JMAP's charges arising from the change;

3.6.2.3 the likely effect of the change on the Brief; and

3.6.2.4 any other impact of the change on this Agreement.

3.6.3 If the Client wishes JMAP to proceed with the change, JMAP has no obligation to do so unless and until the parties have agreed the necessary variations to its charges, the

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Brief and any other relevant terms of this Agreement to take account of the change and this Agreement has been varied in accordance with these terms and conditions.

3.6.4 Where extemporary changes are requested onsite or during production implementation that are outside the scope of original quotation JMAP recognise, informal confirmation received electronically or verbally as constituting acceptance of additional charges incurred when delivering time critical, client instructed extemporary changes.

3.6.5 JMAP may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. JMAP may, from time to time change the Services, provided that such changes do not materially affect the nature or quality of the Services.

3.7 Deposit and Cancellation

3.7.1 Unless agreed in advance of Commencement and in writing, the following default payment terms will apply.

3.7.2 A deposit, amounting to 50% of the Price (the “Deposit”), shall be paid by the Client on the Commencement Date. JMAP shall be under no obligation to provide Services until the Deposit is received by it in cleared funds.

3.7.3 The Deposit is non-refundable to the Client unless JMAP, in exceptional circumstances, in its sole discretion determines otherwise.

3.7.4 If the Client seeks to terminate the Agreement more than seven days but less than four weeks prior to the date on which the Project is to be commenced, such termination shall only be effective upon receipt by JMAP of 75% of the full Price.

3.7.5 If the Client seeks to terminate the Agreement less than seven days prior to the date on which the Project is to be commenced, such termination shall only be effective upon receipt by JMAP of the full Price. The Client shall, in the event of cancellation in addition to the sums payable in accordance with clauses 3.8, reimburse JMAP for all expenditure either incurred and for which JMAP has contracted or agreed with any third party to incur by the date of termination in excess of the amount of the Deposit.

3.8 Charges and Payment

3.8.1 See also general Payment terms clause 4.4

3.8.2 The Client shall pay each invoice submitted to it by JMAP, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by JMAP. Unless otherwise agreed in writing between the parties, the Price must be paid in full prior to the date on which the Project is to be finalised.

3.8.3 Without prejudice to any other right or remedy that it may have, if the Client fails to pay JMAP on the due date JMAP may suspend all Services until payment has been made in full.

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3.8.4 All sums payable to JMAP under this Agreement shall become due immediately on its termination, despite any other provision. This clause is without prejudice to any right to claim for interest under the law, or any such right under this Agreement

3.9 Confidentiality and JMAP's Property

3.9.1 Confidentiality

3.9.1.1 (a) Each party undertakes that it shall not at any time disclose to any person technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to it by the other party (the "Disclosing Party"), its employees, agents, consultants or subcontractors or of any member of the group of companies to which the Disclosing Party belongs and any other confidential information concerning the Disclosing Party's business or its products which the party may obtain, except as permitted by clause 3.5

3.9.1.2 (b) Each party may disclose the Disclosing Party's confidential information:

3.9.1.2.1 (i) to its employees, officers, representatives, 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 this Agreement. Each party shall ensure that its employees, officers, representatives, sub-contractors or advisers to whom it discloses the other party's confidential information comply with this clause 3.9; and

3.9.1.2.2 (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

3.9.1.3 (c) Each party shall not use the Disclosing Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

3.9.2 JMAP's property

3.9.2.1 All materials, equipment and tools, drawings, specifications and data supplied by JMAP to the Client (including Pre-existing Materials and JMAP's Equipment) shall, at all times, be and remain as between JMAP and the Client the exclusive property of JMAP, but shall be held by the Client in safe custody at its own risk and maintained and kept in good condition by the Client until returned to JMAP, and shall not be disposed of or used other than in accordance with JMAP's written instructions or authorisation.

3.10 Event Insurance

3.10.1 Unless otherwise agreed in writing with JMAP, the Event Insurance is the sole responsibility of the Client.

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3.10.2 If the Client decides that Event Insurance is not required, JMAP shall have no liability in respect of any loss sustained as the result of the absence of such insurance and the Client will be liable in respect of any loss, expense or liability which could have been covered by event insurance had this been taken out.

3.10.3 In the absence of Event Insurance, JMAP shall be entitled to arrange insurance in respect of its own interest only, at JMAP's sole expense, and the Client will not be entitled to make any claim under such insurance.

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4. JMAP GENERAL TERMS & CONDITIONS

4.1 Commencement and duration

4.1.1 If any section or clause of these terms and conditions is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the terms and conditions shall continue in full force and effect as if these terms and conditions had been agreed with the invalid, illegal or unenforceable section or clause removed.

4.1.2 Although JMAP shall use all reasonable endeavours to discharge its obligations under the agreement in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.

4.1.3 No neglect or delay by JMAP in respect of enforcing these terms and conditions of agreement shall prejudice the rights of JMAP under this agreement, nor shall such neglect or delay constitute a waiver.

4.1.4 The client shall not assign or otherwise transfer all or any part of a agreement.

4.1.5 These terms and conditions supersede any terms and conditions imposed by the client, and unless otherwise agreed in writing in advance, shall apply with no variations or exceptions.

4.1.6 These Conditions apply to the Agreement to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

4.2 Cancellation and Termination

4.2.1 **(Production Specific),** cancellation terms see clause 3.7

4.2.2 **(Hire Specific)** The client may cancel the hire agreement subject to charges itemised in clause 2.8 of this document

4.2.3 **(Sales, Installation & Service Specific)**

See Sales, Installation & Service Specific Terms & Condition Document

4.2.3.1 The client may serve notice, in writing, of cancellation of the agreement in advance of the contract agreement period commencing.

4.2.3.2 The client accepts all liability for travel, accommodation, labour and any other miscellaneous costs incurred to fulfil the agreement in advance of the agreement period commencing in the event of a cancellation.

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4.2.3.3 JMAP reserves the right to terminate an agreement without prejudice under the following circumstances

4.2.3.3.1 The client fails to pay any balances by their respective due dates pursuant to the agreement

4.2.3.3.2 The client does not comply with any provision of this agreement, and shall not remedy the same within 14 days of notification of failure to comply with this agreement by JMAP

4.2.3.3.3 The financial status of standing of the client charges or degrades resulting in a loss of confidence to meet Client's obligations under these terms and conditions.

4.2.3.4 In no circumstances (other than those specified in condition 4.4.2, shall the Client cancel this agreement without JMAP's written permission if such permission is given or if their agreement is terminated pursuant to the provisions of Condition 4.4.2 the Client will indemnify JMAP against all losses (including loss of profit) suffered by JMAP arising out of such cancellation.

4.3 Consequences of termination

4.3.1 On termination or expiry of this Agreement:

4.3.1.1 (a) the Client shall immediately pay to JMAP all of JMAP's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, JMAP may submit an invoice, which shall be payable immediately on receipt;

4.3.1.2 (b) the Client shall return all of JMAP's Equipment, Pre-existing Materials and Deliverables. If the Client fails to do so, then JMAP may enter the Client's premises and take possession of them. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping;

4.3.1.3 (c) the following clauses shall continue in force: clause 3.5 (Intellectual property rights), clause 3.9 (Confidentiality and JMAP's property), clause 4.5 (Limitation of liability), this clause 4.3, clause 4.20 (Notices), clause 4.18 (Governing law) and clause 4.19 (Jurisdiction). Termination or expiry of this Agreement 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.

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4.4 General Payment Terms

4.4.1 Clients shall pay in full the balance as stated on an invoice issued by JMAP, within the terms specified. Unless otherwise stated in writing, and in any event this will be not exceeding thirty (30) days after the invoice date.

4.4.2 Any matters of credit or errors should be raised by the Client within 72 hours of receipt of an invoice.

4.4.3 JMAP reserves the right to charge the client statutory interest on overdue balances that are not paid at a rate of 8 percentage points per week cumulatively, above the Bank of England base interest rate; under the 'Late Payment of commercial debts (Interest) Act 1998

4.4.4 Where balances remain overdue after reasonable attempt has been made to recover overdue balances, JMAP may, at their discretion, employ a debt recovery service, the costs of which will be levied on the Client, at the rates dictated by late payment legislation, plus additional reasonable costs incurred in recovering the debt.

4.4.5 In consideration of the provision of the Services by JMAP, the Client shall pay the Price and any other charges in accordance with the agreement.

4.4.6 Where Agreement specifies payment in Installments the Client shall pay the Price to JMAP (without deduction or set-off), as set out in the Client's Quotation. At the end of a period specified in the Agreement in respect of which an instalment is due, JMAP shall invoice the Client for the charges that are then payable, together with expenses, the costs of materials and VAT.

4.4.7 Any fixed price contained in the Client's Quotation may exclude: the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom JMAP engages in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by JMAP for the supply of the Services. Such expenses, materials and third party services shall be approved by the Client and invoiced by JMAP;

4.4.8 Any licence fees for the use of material including Third Party Rights (unless the parties agree otherwise); and

4.4.9 VAT, which JMAP shall add to its invoices at the current HMRC rate.

4.5 Limitation of Liability

THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

4.5.1 Nothing in this Agreement limits or excludes JMAP's liability for:

4.5.1.1 Death or personal injury caused by its negligence;

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4.5.1.2 Fraud or fraudulent misrepresentation; or

4.5.1.3 Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

4.5.2 A proven case of gross negligence excepted, JMAP shall not be liable to the client whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

4.5.2.1 Loss of profits;

4.5.2.2 Loss of sales or business

4.5.2.3 Loss of agreements or contracts

4.5.2.4 Loss of anticipated savings

4.5.2.5 Loss of or damage to goodwill

4.5.2.6 Loss of use or corruption of software, data or information; or

4.5.2.7 Any indirect or consequential loss

4.5.2.8 Fraud or fraudulent misrepresentation; or

4.5.3 Without prejudice to the generality of best endeavours, JMAP shall not be liable for any loss to the Client whatsoever and howsoever arising from the failure of:

4.5.3.1 Any JMAP Equipment, Client's Equipment or any equipment provided by a third party including but not limited to the Venue;

4.5.3.2 radio frequency equipment caused by a substandard electrical supply or any interference to microphones, computers, sound systems, projection units, etc.;

4.5.3.3 any unexpected failure of any light source;

4.5.3.4 poor quality reproduction of material supplied by the Client or its agent or a third party, which is not at the standard required or specified for the project;

4.5.3.5 the quality or performance of any presenters, actors, entertainers or any person subcontracted by JMAP; or the Venue to provide its services or from the quality or performance of the Venue.

4.5.4 Subject to clauses 4.5.1.2 to 4.5.1.3, JMAP's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the equivalent of the total charges paid by the Client as set out in the Client's Quotation.

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4.5.5 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act are, to the fullest extent permitted by law, excluded from this Agreement.

4.6 Force majeure

4.6.1 In this Agreement, “Force Majeure Event” means any circumstance not within a party’s reasonable control, including, without limitation:

4.6.1.1 Acts of God, flood, drought, earthquake or other natural disaster;

4.6.1.2 Epidemic or pandemic;

4.6.1.3 Terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

4.6.1.4 Nuclear, chemical or biological contamination or sonic boom;

4.6.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

4.6.1.6 collapse of buildings, fire, explosion or accident;

4.6.1.7 any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);

4.6.1.8 non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and

4.6.1.9 interruption or failure of utility service.

4.6.2 Provided it has complied with clause 4.11.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (“Affected Party”), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

4.6.3 The Affected Party shall:

4.6.3.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and

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4.6.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations

4.6.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than two weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving two weeks' written notice to the Affected Party.

4.6.5 If the Force Majeure Event prevails for a continuous period of more than two months, either party may terminate this Agreement by giving 14 days' written notice to all the other party. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

4.7 Variation

4.7.1 Subject to clause 3.6, no variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

4.8 Waiver

4.8.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement 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

4.9 Rights and remedies

4.9.1 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive or, any rights or remedies provided by law.

4.10 Severance

4.10.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

4.10.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

4.11 Entire Agreement

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4.11.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

4.11.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

4.11.3 Nothing in this clause shall limit or exclude any liability for fraud.

4.12 Conflict

4.12.1 If there is an inconsistency between any of the provisions of this Agreement and the provisions of the Brief, the provisions of this Agreement shall prevail.

4.13 Assignment and other dealings

4.13.1 This Agreement is personal to the Client and the Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

4.13.2 JMAP may at any time subcontract, assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement, provided that JMAP gives prior written notice of such dealing to the Client.

4.14 No partnership or agency

4.14.1 Nothing in this Agreement 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.

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

4.15 Third party rights

4.15.1 No one other than a party to this Agreement, their successors and permitted assignees shall have any right to enforce any of its terms.

4.16 Data Protection & Privacy

4.16.1 JMAP's Data Privacy and Storage Policy abides by all GDPR Regulations and our Privacy Policy can be found published on our site.

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4.17 Anti Bribery

4.17.1 The company is committed to conducting business in a fair, honest and open way and are committed to preventing bribery by those employed or associated with it. Our Anti Bribery Policy outlines the Company's Policy on preventing and prohibiting bribery, in accordance with the Bribery Act 2010 and can be viewed on request.

4.18 Governing Law

4.18.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with UK law.

4.19 Jurisdiction

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

4.20 Notices

4.20.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

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

4.20.1.2 Sent by written electronic communication and acknowledge as being received

4.20.2 Any notice shall be deemed to have been received:

4.20.2.1 If delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address.

4.20.2.2 If sent by pre-paid first-class post or other next working day delivery service, at 9:00am on the second Business Day after posting or at the time recorded by the delivery service; or

4.20.2.3 If acknowledged in writing by electronic communication recipient

4.20.3 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.

These terms and conditions are effective as of 17th January 2023 and supersede any previous terms and conditions

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