

# Terms & Privacy

**1.1.** In these terms and conditions the following expressions shall be given the following meanings (unless the context otherwise requires):

**“Contract”** – means the contract for the supply and rental of the Equipment;

**“Equipment”** – means the Equipment (including any instalment of the Equipment or any parts for them) specifically stated in the Order Confirmation including but without limitation all physical items of hardware, cables, documentation and packing to be supplied by Immersive AV Expo in accordance with these Terms;

**“Force Majeure Event”** – includes any delay or failure to perform Immersive AV Expo’s obligations as set out in the Terms where such delay or failure to perform arises from circumstances beyond the reasonable control of Immersive AV Expo, including but without limitation any act of god, communications failure, death, destruction, fire, flood, strikes, riots, accident, disruption to energy supplies, civil commotion, acts of terrorism or war;

**“Hirer”** – means the person, firm or company placing an order for any Equipment with Immersive AV Expo;

**“Hire Term”** – means the period commencing on the date after delivery as specified in the Order Confirmation until the earlier of the collection date as specified in the Order Confirmation or unless terminated in accordance with these Terms;

**“Immersive AV Expo”** – means Immersive AV Expo (registered number 13600460);

**“MLA Agreement”** – means the Microsoft Licence Agreement for End Users using a Microsoft Product on a rental computer which governs the use of the software installed on the Equipment a copy of which will be submitted to the Buyer with the Quotation;

**“Order Confirmation”** – means an order confirmation from Immersive AV Expo confirming receipt of the Hirer’s order;

**“Quotation”** – means a quotation issued by Immersive AV Expo to the Hirer in Writing in response to an enquiry made by the Hirer which may include but without limitation the description of the Equipment and prices for the same together with delivery charges and proposed delivery dates;

**“Rental Charges”** – means the charges for supply and rental of the Equipment shown on the Order Confirmation payable by the Hirer in accordance with these Terms;

**“Terms”** – means the standard terms of rental and supply of the Equipment set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Hirer and Immersive AV Expo;

**“Total Loss”** – means a total loss or constructive or arranged total loss as declared by the insurers of the Equipment and third party risks under the policies specified in clause 5.4 below

**“Website”** – means the website for the rental of the Equipment at both <https://www.immersiveavexpo.com> and <http://www.itr.co.uk>;

**“Writing”** – and any similar expression, includes facsimile transmission, e-mail and comparable means of communication, and “Written” shall be construed accordingly.

**1.2.** A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re enacted or extended at the relevant time.

**1.3.** The headings in these Terms are for convenience only and shall not affect their interpretation.

**2.1.** Immersive AV Expo shall let and the Hirer shall lease the Equipment in accordance with the Order Confirmation, subject to these Terms, which shall govern the Contract to the exclusion of any other terms subject to which any such order is made or purported to be made, by the Hirer. No terms or conditions endorsed upon, annexed to or enclosed with any enquiry, purchase order or other document of or submitted by the Hirer shall govern the Contract.

**2.2.** Immersive AV Expo employees or agents are not authorised to make any representations concerning the Equipment unless confirmed by Immersive AV Expo in Writing. In entering into the Contract the Hirer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.

**2.3.** Any advice or recommendation given by Immersive AV Expo or its employees or agents to the Hirer or its employees or agents as to the storage, application or use of the Equipment which is not confirmed in Writing by Immersive AV Expo is followed or acted upon entirely at the Hirer’s own risk, and accordingly Immersive AV Expo shall not be liable for any such advice or recommendation which is not so confirmed.

**3.1.** The Quotation submitted by Immersive AV Expo shall not bind Immersive AV Expo and such Quotation shall serve only as invitations for the Hirer to place an order.

**3.2.** No order submitted by the Hirer shall be deemed to be accepted by Immersive AV Expo unless and until confirmed in Writing by Immersive AV Expo through the Order Confirmation.

**3.3.** The Hirer agrees that it is the Hirer's responsibility to ensure that the Equipment as ordered is, if necessary, compatible with existing installations, and is suitable for all the Hirer's requirements.

**4.1.** The Contract shall be for the Hire Term. Any extension to the Hire Term will require Immersive AV Expo to issue a further Order Confirmation to the Hirer provided that Immersive AV Expo reserve the right (at its sole discretion) not to accept an extension to the Contract.

**4.2.** So long as the Hirer is neither in default in the payment of any sum of money payable under the Contract nor is in breach of any of the covenants on its part to perform in these Terms, the Hirer may peaceably hold and enjoy quiet possession of the Equipment for the Hire Term.

The Hirer (and if the Hirer comprises more than one person, jointly and severally) agrees:

**5.1. Payment**

- - **5.1.1.** that the Rental Charges are exclusive of transportation (and any insurance thereon) to and from the Hirer's premises;
  - **5.1.2.** to pay punctually and without previous demand deduction counterclaim or set-off to Immersive AV Expo at its address given above or to its order the Rental Charges and all other sums due from the Hirer to Immersive AV Expo at the times specified for payment in the Order Confirmation; and
  - **5.1.3.** that in respect of any sums payable under the Contract time shall be of the essence and that a condition of the Contract is that failure to pay any sums due within 21 days after the due date shall be a repudiation of the Contract.

**5.2. Substitution and Inspection**

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- **5.2.1.** that Immersive AV Expo reserve the right to substitute the Equipment stated in the Order Confirmation with alternative equipment of an equal or higher value specification;
- **5.2.2.** to inspect the Equipment upon delivery of them to it and to notify Immersive AV Expo forthwith in writing of any defect in the Equipment. If no such notification is given it shall be conclusively presumed that the Equipment is complete and in good order and condition and fit for the purpose for which it is required and in every way satisfactory to the Hirer; and
- **5.2.3.** to allow Immersive AV Expo or its duly authorised agent or representative upon reasonable notice at any time access to the Hirer's premises inspect the Equipment

### **5.3. Maintenance, Use and Care of the Equipment**

- - **5.3.1.** not to alter, modify or adjust the equipment in anyway without the Written consent of Immersive AV Expo;
  - **5.3.2.** to use and keep the Equipment in a skilful and proper manner and in accordance with any operating instructions issued for it and to ensure that the Equipment is operated and used by properly skilled and trained personnel;
  - **5.3.3.** to maintain and keep the Equipment in good condition (at the Hirer's own expense) and not subject the Equipment to any misuse or wear or tear over that consistent with normal and reasonable use provided that in all cases maintenance shall be carried out in accordance with the manufacturer's recommendations (if applicable) by a suitably qualified person or such other person of which Immersive AV Expo has previously approved in Writing for its maintenance in accordance with the said manufacturers' or suppliers' standards and to deliver up the Equipment from time to time in order that maintenance and servicing may be carried out to the Equipment in accordance with the recommendations of the manufacturer or supplier of the Equipment;
  - **5.3.4.** that in addition to clause 5.3.3:
    - (a) in the case of monitors, Immersive AV Expo will not accept any form of screen burn, under the classification of misuse, and will charge the Hirer the cost of a replacement unit;
    - (b) in the case of Laptops, Immersive AV Expo will not accept overcharged/dead batteries, under the classification of misuse, and will charge the Hirer the cost of a replacement battery; and
    - (c) in the case of Printers, Immersive AV Expo will not accept increased use in excess of the page count stipulated in the Order Confirmation and will charge the Hirer the cost of all consumables
  - **5.3.5.** that if any part of the Equipment is destroyed damaged or lost, to repair and replace the Equipment with replacements in such condition so as to comply in all respects with the these Terms:
  - **5.3.6.** that any agreement between Immersive AV Expo and the Hirer under which Immersive AV Expo agrees to procure for the Hirer, maintenance and servicing facilities in respect of the Equipment is without prejudice to and shall have no effect on the Hirer's obligations under the terms of the Contract to maintain the Equipment in accordance with the provisions of this clause nor shall any default by Immersive AV Expo be the subject of any set-off by the Hirer;

- **5.3.7.** to keep or procure to be kept throughout the Hire Term accurate complete and current records of all maintenance carried out to the Equipment
- **5.3.8.** to make no alteration to the Equipment and not to remove any existing component from the Equipment unless it is permitted by Immersive AV Expo in Writing;
- **5.3.9.** that it will sign and return the MLA Agreement within 7 days of the date of the Order Confirmation and shall comply at all times with all the terms of the MLA Agreement;
- **5.3.10.** to add to or install with the Equipment any safety or other equipment required by any applicable law or regulation to be so added or installed for the use or operation of the Equipment;
- **5.3.11.** to protect the Equipment against distress execution or seizure;
- **5.3.12.** that for the purposes of United Kingdom taxation and irrespective of the accounting treatment to be adopted by the Hirer the Hirer is not entitled to claim capital allowances on the Equipment; and
- **5.3.13.** to indemnify Immersive AV Expo against all losses charges and damages however incurred by Immersive AV Expo by reason of failure by the Hirer to comply with any of the above terms of this clause 5.3.

#### **5.4. Insurance**

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- **5.4.1.** to insure the Equipment and keep the Equipment insured throughout the Hire Term (in the joint names of Immersive AV Expo and the Hirer) for their full replacement value against all risks on a comprehensive policy without restriction or excess;
- **5.4.2.** to insure Immersive AV Expo and the Hirer against all liability to third persons for death personal injury and damage to or loss of property arising directly or indirectly out of the use possession or operation of the Equipment for such amount as Immersive AV Expo may stipulate from time to time or in the absence of any such stipulation for such amount as is prudent in all the circumstances; and
- **5.4.3.** to pay punctually all premiums due for such insurance and to produce to Immersive AV Expo on request the policy or policies together with evidence of payment of the premiums and agrees that Immersive AV Expo may effect the insurance referred to in this clause 5.4 if the Hirer has failed to do so (though it is not under any obligation so to do) and to reimburse Immersive AV Expo on demand the cost of so doing.

#### **5.5. Loss and Damage and Total Loss**

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- **5.5.1.** to pay to Immersive AV Expo upon the expiry of 30 days after a Total Loss (or on such later date as Immersive AV Expo may agree) an amount equal to the sum of:
  - (a) all arrears of Rental Charges including apportioned Rental Charges for any broken period; and
  - (b) such sum as is required to compensate Immersive AV Expo for the loss or destruction of or damage to the Equipment.

- **5.5.2.** if on the expiry of the period of 30 days from the date of the Total Loss the insurers have not made payment to Immersive AV Expo under the policy or policies maintained in compliance with clause 5.4.1 above the Hirer shall pay to Immersive AV Expo upon demand such sum to be calculated and paid under the terms of clause 5.5.1.
- **5.5.3.** if the Equipment sustains loss or damage not amounting to a Total Loss forthwith to notify Immersive AV Expo and to make good such damage and to apply all insurance monies payable in making good such damage and upon being requested by Immersive AV Expo so to do forthwith to assign to Immersive AV Expo all the Hirer's rights benefits and claims under any relevant policy of insurance.
- **5.5.4.** to be solely responsible for and to indemnify Immersive AV Expo in respect of all loss of or damage to the Equipment (in so far as Immersive AV Expo is not reimbursed by the proceeds of insurance in respect thereof) however caused occurring at any time or times before the Equipment is redelivered to Immersive AV Expo under the terms of clause 5.8 below.

## **5.6. Location of and Dealings with or affecting the Equipment**

- - **5.6.1.** to keep the Equipment in its own possession at the location specified in the Order Confirmation (or at such other location(s) as Immersive AV Expo may agree) and in compliance with any policy of insurance affecting the Equipment;
  - **5.6.2.** neither to sell or offer for sale assign mortgage pledge underlet lend or otherwise deal with the Equipment or any interest in it or in the Contract nor to allow the creation of any charge or lien over it without the previous consent in Writing of Immersive AV Expo
  - **5.6.3.** neither to sell transfer lease or otherwise dispose of nor mortgage charge nor otherwise encumber any land or building on or in which the Equipment is kept nor to agree to do any such thing nor to agree to create any floating charge unless the Hirer has prior to such event obtained waivers satisfactory to Immersive AV Expo excluding the Equipment from its effect or unless any such act does not affect the Equipment in any way and is subject to the right of Immersive AV Expo to repossess the Equipment at any time (whether or not it or any part of it has become affixed to such land or building) and for that purpose to enter upon such land or building and sever the Equipment if affixed to it.

## **5.7. Indemnity**

- - **5.7.1.** to indemnify Immersive AV Expo against all loss actions claims demands proceedings (whether criminal or civil) costs legal expenses (on a full indemnity basis) insurance premiums and all liabilities judgments damages or other sanctions whenever arising directly or indirectly from the Hirer's failure or alleged failure to carry out its duties under the Contract

## **5.8. Return of Equipment**

- - **5.8.1.** to deliver up the Equipment serviced and maintained and in good repair and working order as provided in clause 5.3 above together with all records log books and handbooks in respect thereof at the expiration of the Hire Term or upon earlier determination of the Contract or the hiring under it at such address in Great Britain as Immersive AV Expo shall notify the Hirer;
  - **5.8.2.** and grants Immersive AV Expo its agents or representatives a non-exclusive irrecoverable licence to access and enter any premises where the Equipment may be for the purpose of inspecting and removing it; and
  - **5.8.3.** if Immersive AV Expo are required to carry out any servicing maintenance repair or other work to the Equipment so as to put it in the condition specified in clause 5.3 above or to discharge any of the Hirer's obligations referred to in that clause to reimburse the cost thereof (together with VAT thereon) to Immersive AV Expo forthwith upon demand

**6.1.** All times or dates quoted for delivery of the Equipment are given in good faith but shall not be of the essence of the Contract. The delivery will take place during Monday to Friday between the hours of 9.00am to 5.30pm unless otherwise agreed in Writing between the Hirer and Immersive AV Expo. Delivery shall be made to the premises stipulated in the Order Confirmation.

**6.2.** Should the Hirer wish to make its own arrangements to collect the Equipment, insurance of the Equipment during transportation is the responsibility of the Hirer.

**6.3.** On termination of the Contract for whatever reason, Immersive AV Expo will arrange collection of the Equipment from the location detailed in the Order Confirmation during Monday – Friday, between the hours of 9.00am to 5.30pm on the next working day immediately after the termination date.

**6.4.** Should Immersive AV Expo, or its transport agents, not be able to delivery/collect the Equipment as arranged, the Hirer may be liable for additional charges.

**6.5.** All packaging supplied with the Equipment shall be held by the Hirer during the whole of the Hire Term and shall be used to re-pack the Equipment for its safe return to Immersive AV Expo. In the instance where a cardboard box is used it is the hirer's responsibility to reseal and make available for transportation in a secure state. In the instance where a flight case is used it is the hirer's responsibility to reseal using the security tag located in the lid of the flight case and make available for transportation in a secure state. If the original packaging is not used for the safe return of the Equipment, Immersive AV Expo will not accept liability for any damage incurred to the Equipment during transportation. Immersive AV Expo undertake to report the damage to the Hirer within 24-hours of its arrival back to at Rentals premises.

**7.1.** In the event of any failure of the Equipment the Hirer shall forthwith provide Immersive AV Expo with a written notice specifying the said failure.

**7.2.** Should the Equipment failure prove to be due to misuse or the fault of the Hirer in any way including but without limitation due to the Hirer's existing equipment, Immersive AV Expo reserves the right to pass on the costs of repair and the engineering charges to the Hirer which shall be payable by the Hirer to Immersive AV Expo in accordance with these Terms.

**7.3.** In the event of Equipment failure Immersive AV Expo shall use reasonable endeavours to repair or replace said Equipment with the same or comparable, within a reasonable amount of time but in any event within 3 working days of the fault being reported to Immersive AV Expo, at no charge to the Hirer.

**8.1.** Immersive AV Expo agrees that provided that the Hirer is not in default hereunder it shall upon request assign to the Hirer (so far as the same are capable of being assigned) the benefit of all express warranties granted in favour of Immersive AV Expo by the supplier of the Equipment or the manufacturer of it provided that the Hirer shall first fully indemnify Immersive AV Expo to the satisfaction of Immersive AV Expo against all costs claims damages and expenses incurred or to be incurred in connection with the enforcement thereof or the making of any claim thereunder and provided that upon the expiration of the Hire Term or upon the earlier termination of the hiring hereunder the Hirer agrees to re-assign such warranties to Immersive AV Expo and for that purpose hereby irrevocably appoints Immersive AV Expo as its attorney and in its name to execute in favour of Immersive AV Expo any such assignment in such form as may then be necessary to give effect to this clause.

**8.2.** The Equipment is selected by the Hirer and acquired and supplied by Immersive AV Expo at the request of the Hirer solely for the purpose of hiring the Equipment to the Hirer and save as above Immersive AV Expo does not let or supply the Equipment with any representation concerning the condition performance suitability or qualities of the Equipment or with or subject to any term condition or warranty express or to be implied by statute description at common law or otherwise and all such representations terms conditions warranties whether relating to the capacity age quality description condition leasing possession transportation or use of the Equipment or to the satisfactory quality or suitability or fitness of the Equipment for a particular or any purpose are excluded.

**8.3.** Nothing in these Terms will limit Immersive AV Expo liability for death or personal injury resulting from its negligence or that of Immersive AV Expo employees or agents. If



the Hirer is a consumer (within the meaning of the Unfair Contract Terms Act 1977), the content of these Terms will not affect the Hirer's statutory rights. If the Hirer is not a consumer then subject as provided in these Terms, all other warranties, conditions or other terms, whether implied by statute common law or otherwise, are excluded to the fullest extent permitted by law.

**8.4. Immersive AV Expo shall not be liable to the Hirer:**

- - 8.4.1. in contract or in tort for loss injury or damage arising by reason of any defects in the Equipment whether such defects be latent or apparent on examination (other than liability for death or personal injury arising from the negligence of Immersive AV Expo);
  - 8.4.2. for any statement term condition warranty or representation made by any supplier dealer agent broker or other person through whom this transaction may have been introduced negotiated or conducted and persons other than those in the employ of Immersive AV Expo have no authority express or implied to act as agent for Immersive AV Expo ;
  - 8.4.3. either for any loss whatever suffered by the Hirer as a result of the Equipment or any part of it being unusable or to supply any replacement Equipment during any period when the Equipment or part of it is unusable;
  - 8.4.4. for repairing, maintaining or replacing equipment which is used in conjunction with the Equipment, which is not subject to the Contract
  - 8.4.5. for any loss or damage incurred or sustained by the Hirer in consequence of Immersive AV Expo terminating the hiring under clause 9 below or in retaking possession of the Equipment.

**8.5. Immersive AV Expo will not be in breach of contract if it cannot perform its obligations hereunder as a result of any Force Majeure Event.**

**8.6. IN ANY EVENT, THE LIABILITY OF IMMERSIVE AV EXPO FOR ANY BREACH OR THE AGGREGATE LIABILITY FOR ANY SERIES OF BREACHES UNDER OR IN CONNECTION WITH THE CONTRACT SHALL NOT EXCEED THE AMOUNT RECOVERED BY IMMERSIVE AV EXPO FROM IT'S INSURERS.**

**8.7. If the Hirer shall have first discharged in full all its obligations under the Contract including without limitation its liability to pay the sum calculated under clause 5.5.2 above, Immersive AV Expo shall pay to the Hirer the sum (if any) by which the insurance money in respect of a Total Loss subsequently received by Immersive AV Expo exceeds the sums paid by the Hirer to Immersive AV Expo under clause 5.5.1.**

**9.1. It is hereby agreed that forthwith upon the occurrence of a Total Loss the hiring of the Equipment shall terminate but without prejudice to the Contract (which shall continue in full**

force and effect) and to any claims or liabilities then outstanding or thereafter arising thereunder.

**9.2.** Without prejudice to Immersive AV Expo's right to arrears of Rental Charges or other sums due as damages for breach of the Contract Immersive AV Expo may terminate the hiring under the Contract on the occurrence of any of the following events:

- - **9.2.1.** if the Hirer shall not pay any of the Rental Charges or any of the sums due from the Hirer to Immersive AV Expo under the Contract punctually on the date when due; or
  - **9.2.2.** if the Hirer shall be in breach of any term of the Contract; or
  - **9.2.3.** if the Hirer shall do or allow to be done any act or thing that may prejudice or endanger Immersive AV Expo's property or rights in the Equipment; or
  - **9.2.4.** if the Hirer shall die; or
  - **9.2.5.** if the Hirer shall have a bankruptcy order made against him;
  - **9.2.6.** the Hirer shall be liquidated or wound up or have a petition for winding up presented against it or pass a resolution for voluntary winding up (otherwise than for a bona fide reconstruction); or
  - **9.2.7.** if a petition for the appointment of an administrator is presented against the Hirer or if the Hirer has a receiver or administrative receiver appointed; or
  - **9.2.8.** if the Hirer shall convene any meeting of its creditors or make a deed of assignment or arrangement or otherwise compound with its creditors; or
  - **9.2.9.** if any step shall be taken to levy a distress or execution or if a distress or execution shall be levied or threatened to be levied upon any chattels of or in the possession of the Hirer; or
  - **9.2.10.** if the Hirer shall abandon the Equipment whereupon Immersive AV Expo consent to the Hirer's possession of the Equipment shall determine immediately and Immersive AV Expo shall be entitled to take possession of the Equipment wherever it may be and the Hirer grants an irrevocable licence for Immersive AV Expo its agents or representatives to enter the Hirer's premises to remove the Equipment without notice to the Hirer).

**9.3.** In the event that the Hirer wishes to terminate the Contract prior to the commencement of the Hire Term, the Hirer shall pay to Immersive AV Expo a cancellation charge which shall be calculated as follows:

- - **9.3.1.** notice given by the Hirer in excess of 1 week prior to the contractual delivery date incurs a 25% penalty of the total Rental Charges + in full any 3rd party charges that have either been paid or cannot be canceled e.g. accommodation, sub contracted equipment, subcontracted labour etc.
  - **9.3.2.** notice given by the Hirer 1 week or less prior to the contractual delivery date incurs a 100% penalty of the total Rental Charges

**9.4.** In the event the Hirer wishes to terminate the Contract during the Hire Term, prior to the last day of the Hire Term, Immersive AV Expo reserves the right to enforce a cancellation charge equal to 100% of the total Rental Charges due under the Contract less discount at the

rate of 3 per cent per annum for accelerated payment, calculated from the date of payment until the date such payment would otherwise have been made.

**10.1.** Forthwith upon the hiring of the Equipment being determined under clause 9.2 above or if the Contract is terminated upon a repudiation by the Hirer accepted by Immersive AV Expo the Hirer shall pay to Immersive AV Expo:

- - **10.1.1.** all arrears of Rental Charges plus any interest due including apportioned Rental Charges for any broken period;
  - **10.1.2.** damages for any breach of the Contract and all expenses and costs incurred by Immersive AV Expo in retaking possession of and selling or re-hiring the Equipment or attempting to sell or re-hire the Equipment and/or enforcing its rights under the Contract; and
  - **10.1.3.** all Rental Charges which would have been payable for the remainder of the Hire Term less discount at the rate of 3 per cent per annum for accelerated payment, calculated from the date of payment until the date such payment would otherwise have been made; and
  - **10.1.4.** all other sums due from the Hirer to Immersive AV Expo under this Agreement.

**10.2.** It is the responsibility of the Hirer, upon termination of the Contract, to keep all Equipment safe and free from damage until collection is made by Immersive AV Expo or its authorised representatives.

**10.3.** Upon return of the Equipment the Immersive AV Expo will inspect the Equipment for any loss or damage. If any loss or damage is discovered, other than fair wear and tear, then Immersive AV Expo shall notify the Hirer of such loss or damage within a reasonable time. The Hirer shall be responsible for compensating Immersive AV Expo for any costs incurred in repairing or replacing the Equipment and any loss of revenue to Immersive AV Expo whilst the Equipment is not available for hire.

**10.4.** In the event the Hirer disputes the costs or liability pursuant to clause 10.3 and wishes to inspect the Equipment, the Hirer must give notice in writing of his intentions within 48 hours of Immersive AV Expo initial report. The Hirer shall be entitled inspect the Equipment within 7 days of giving notice of his intentions, otherwise the Hirer must accept the valuation costs notified to him by Immersive AV Expo.

**11.1.** If any of the Rental Charges or any other sums payable under the Contract shall not be paid when due the Hirer shall pay to Immersive AV Expo interest on them calculated on a daily basis and compounded quarterly from the due date until payment at the rate of [5%] a year over the base rate from time to time of HSBC Bank plc

**12.1.** Immersive AV Expo shall at all times retain the ownership of the Equipment and the Hirer shall have no interest in the Equipment save as is provided by the Contract. Notwithstanding that the Equipment may have been affixed to any land or building Immersive AV Expo shall continue to be the owner of them and they shall as between Immersive AV Expo and the Hirer and their respective successors in title remain the personal property of Immersive AV Expo

**12.2.** Clause 5.3 above shall not relieve Immersive AV Expo of the direct burden of wear and tear to the Equipment

**12.3.** The continuance of the Contract or the Hirer's liability for payment of Rental Charges and all other sums under it shall not be affected in any way by the loss theft Total Loss or any damage to or any defect in the Equipment whether latent or patent save as provided in clause 9.1 above

**12.4.** All the obligations of the Hirer under the Contract shall be discharged at the Hirer's cost and expense

**12.5.** Any delay or failure of Immersive AV Expo to exercise any right or remedy shall not constitute a waiver of it or them and any of Immersive AV Expo's rights or remedies may be enforced separately or concurrently with any other right or remedy now or in the future accruing to Immersive AV Expo to the effect that such rights are cumulative and not exclusive of each other.

**12.6.** All sums payable under the Contract shall be paid together with the addition of such VAT as is legally payable on those sums.

**12.7.** Any typographical, clerical or other error or omission in the Website, the Quotation any sales literature, price list, the Order Confirmation, invoice or other document or information issued by Immersive AV Expo shall be subject to correction without any liability on the part of Immersive AV Expo.

**12.8.** Immersive AV Expo shall be entitled to assign to any third party its rights arising from any Contract. The Hirer may not assign its rights under the Contract except with the prior written consent of Immersive AV Expo.

**12.9.** No variation or addition to any of the terms of a Contract and/or these Terms shall be binding unless agreed in Writing between the authorised representatives of the Hirer and

Immersive AV Expo. Unless otherwise agreed in writing such variations or additions shall only apply to the particular Contract concerned.

**12.10.** A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

**12.11.** If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

**12.12.** The Contracts (Rights of Third Parties) Act 1999 shall not apply in relation to the Contract.

**12.13.** The Contract shall be governed by the laws of England, and the Hirer agrees to submit to the exclusive jurisdiction of the English courts.

**13.1.** In considering the Hirer's application Immersive AV Expo may search the Hirer's record at credit reference agencies. They will add to the Hirer's record details of Immersive AV Expo's search and the Hirer's application and this will be seen by other organisations that make searches. Immersive AV Expo shall use information it obtains from the Hirer under the Contract or from any credit reference or fraud prevention agencies:

- - **13.1.1.** to assess the Hirer's application manage the Hirer's account and provide Immersive AV Expo's services and to carry out market research;
  - **13.1.2.** to recover debts prevent fraud and to detect money laundering activity;
  - **13.1.3.** to develop improve and market Immersive AV Expo's products and services;
  - **13.1.4.** for credit scoring and statistical and analytical purposes.

**13.2.** Immersive AV Expo may use a credit scoring or other automated decision making system when assessing the Hirer's application.

**13.3.** Immersive AV Expo may also add to the Hirer's record with any credit reference agency details of the Contract and any default or failure to keep to its terms. Immersive AV Expo may check the details with fraud prevention agencies. These records may be shared with other organisations and used by Immersive AV Expo and them to help make decisions about credit and credit related services such as insurance for the Hirer and members of the Hirer's household trace debtors recover debt prevent money laundering and fraud and to manage the Hirer's accounts. These include any organisations who introduced Immersive AV Expo or who acts on the Hirer's or Immersive AV Expo's behalf other banks or lessors

anyone who has a legal right to such information or anyone to whom Immersive AV Expo may intend transferring its rights and/or duties under any agreement it may have with the Hirer. For these purposes Immersive AV Expo or other organisations may make further searches. Although these searches will be added to the Hirer's record, they will not be shared with others.

The hirer should write to the Customer Services Manager or phone Immersive AV Expo on 01952 953500 if the hirer wants to have details of those credit reference and fraud prevention agencies from whom Immersive AV Expo obtains and to whom it passes information about the hirer. The Hirer has a legal right to these details. The Hirer has a right to receive a copy of the information Immersive AV Expo holds about it if the Hirer applies to Immersive AV Expo in writing. A fee will be payable.

**14.1.** The Hirer will not offer employment to any staff of Immersive AV Expo or induce or solicit any such person to take up employment with the Hirer; nor will they use the services of any such person, either independently or via a third party, for a period of 6 months following the staff member's employment with Immersive AV Expo. Breach of this condition will render the Hirer liable to pay liquidated damages equal to the full amount earned by the person concerned, including commission & national insurance contributions, during the previous 12 months employment. If the staff members employment with the Hirer proves shorter than said 12 months the amount earned will be annualised.

**15.1.** This clause sets out those matters required pursuant to the EC Directive on Distance Selling (Directive 97/7) as ratified by the Consumer Protection (Contracts Concluded by Means of Distance Communications) Regulations 2000 which applies where the Contract is entered into through the Website:

- - **15.1.1.** Identity. The supplier of any Equipment purchased pursuant to these Terms is: Immersive AV (Company No. 13600460) whose registered office is at Immersive AV Expo, Unit 2, Stafford Park 17, Telford, Shropshire. TF3 3DG.
  - **15.1.2.** Description of Goods. The equipment supplied and leased pursuant to these Terms comprise equipment either selected from those available on our Website or created by us to your order.
  - **15.1.3.** Price. The price of Equipment supplied and leased via the Website shall be the price advertised on our price list on the Website at the time of

lease together with Value Added Tax and any other relevant tax thereon at prevailing rates from time to time.

- **15.1.4. Delivery Costs.** Equipment may be delivered directly to your premises at an additional cost specified on the Website.
- **15.1.5. Payment.** Payment for the Equipment supplied and leased pursuant to these Terms must be made to us at the times specified in the Order Confirmation.
- **15.1.6. Cancellation.**
  - (a) Except for Equipment which is personalised, you will be entitled to cancel the Contract by notice in Writing to us at any time up to 7 working days after the date of supply of the Equipment.
  - (b) If you have the right to cancel the Contract, Immersive AV Expo will contact you to arrange the return of the Equipment delivered to you and we shall refund any Rental Charges paid, together with the delivery charges, within 30 days of such cancellation PROVIDED THAT the Equipment is returned by you and received by us in the condition that they were delivered to you. If you do not co-operate in returning the Equipment delivered to you and/or the condition of the Equipment returned is not the same as when delivered to you, we shall be entitled to deduct from the amount to be returned to you (and charge any additional sums) for all direct costs of recovering the Equipment and/or to reinstate the condition of the Equipment.
- **15.1.7. Cost of Communicating with Immersive AV Expo.** There are no premium rate charges which you will incur by reason of communicating with Immersive AV Expo. The cost of any such communication will accordingly be limited to the charges you would normally incur for use of the Internet in accordance with personal arrangements made with your internet service provider and your telephone carrier.
- **15.1.8. Price Validity.** The price for the Lease of the Equipment is fixed at the date of hire. Future hire of the Equipment shall be subject to prices prevailing at that time.
- **15.1.9. Duration of Contract.** The minimum period of the hire agreement shall be specified in the Order Confirmation.

**16.1.** Any information received from the Hirer through the Website shall be dealt with in accordance with Immersive AV Expo' Privacy Policy

**16.2.** The use of the Website shall be governed by Immersive AV Expo Website Terms and Conditions of Use

## **Email Terms**

The information contained within this e-mail (and any attachments) is private and confidential and may be privileged. It is intended for the named addressee(s) only. If you have received this e-mail in error, please inform the sender and delete it from your system. The contents of this e-mail (and any attachments) must not be disclosed to, or used by, anyone else or copied without the sender's consent.

Any views and/or opinions expressed in this e-mail are those of the author and do not necessarily reflect those of Immersive AV Expo. Immersive AV Expo does not take any responsibility for the views of the author. For the avoidance of doubt, no Immersive AV Expo employees are authorised to conclude contracts on behalf of Immersive AV Expo by means of e-mail communications. Accordingly, any liability of the sender and Immersive AV Expo (in negligence or otherwise) arising from any third party acting, or refraining from acting, on any information contained in this e-mail is excluded.

E-mail transmission cannot be guaranteed to be secure, or error free as information could be intercepted, corrupted, lost, destroyed, late in arriving or incomplete as a result of the transmission process. Accordingly, neither Immersive AV Expo nor the sender accepts any liability for any damage you sustain as a result of malicious content, malware and software viruses contained in this e-mail or any of its attachments. It is your responsibility to scan the e-mail and attachments (if any) in this regard.

Please note that Immersive AV Expo reserve the right to monitor, intercept and record incoming and outgoing e-mails for the purpose of protecting its business and to ensure regulatory compliance.