



Rigging Team Limited Terms and Conditions

1. Background
1.1 Rigging Team Limited (the "Supplier") provides Equipment Hire, Test and Inspection, Training, Installation, Sales and Consultation services to business clients. The Service Provider has reasonable skill, knowledge and experience in these fields. These Terms and Conditions shall apply to the provision of goods and/or services to its clients.

2. Application of Terms and Conditions
2.1 The Supplier shall supply and the Customer shall purchase the Goods and Services in accordance with the quotation which shall be subject to these Terms and Conditions; and
2.2 The Agreement shall be to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted.
2.3 Rigging Team Limited reserves the right to amend its Terms and Conditions at any time and without notice.

3. Definitions and Interpretation
3.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
"Business Day" means any day other than a Saturday, Sunday or bank holiday;
"Confidential Information" means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or by any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
"Customer" means the person, firm company or body who requests Goods or Services from the Supplier;

"Supplier" means Rigging Team Limited, a company registered in England under 07457650 of Unit 3 Gunnels Wood Park, Gunnels Wood Road, Stevenage, Hertfordshire, SG1 2BH and includes all employees or agents;
"Agreement" means the Agreement for the hire, of equipment or crew, the sale of goods or the provision of training or consultancy services;
"Agreement Price" means the price stated in the Agreement payable to Rigging Team Limited for Goods or Services;

"Agreement Period" means the date(s) on which the Goods and/or Services are to be delivered as stipulated in the Customer's agreement and accepted by the Supplier;
"Goods" means the goods (including any instalment of the goods or any parts for them) which the Supplier is to supply in accordance with these Terms and Conditions;
"Services" means the Services to be provided to the Customer as set out in the Agreement;
"Equipment" Means any equipment or articles provided by the Supplier together with any replacements, substitutes, additions and all accessories or part thereof

"Crew" Means the employees, agents, sub-contractors, freelancers or other representatives of the Supplier who's services are employed by the Customer whether in conjunction with the provision of Equipment, Consultancy, Training or the purchase of Goods or otherwise
3.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

a) "writing", and any cognate expression, includes a reference to any communication effected by electronic means, including email;
b) a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
c) "these Terms and Conditions" is a reference to these Terms and Conditions and any Schedules as amended or supplemented as the relevant time;
d) a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule;
e) a "Party" or the "Parties" refer to the parties to these Terms and Conditions;
3.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
3.4 Words imparting the singular number shall include the plural and vice versa.

4. Basis of Sale and Service
Literature, estimates and other documents issued by the Supplier in relation to Goods and Services are subject to alteration without notice and do not constitute offers to sell the Goods or Services. No Agreement for the sale of the Goods and/or Services shall be binding on the Supplier unless the Supplier has issued a quotation which is expressed to be an offer to sell the Goods and/or Services and has accepted an order placed by the Customer by whichever is the earlier of:

a) the Supplier's written acceptance;
b) the delivery of the Goods;
c) provision of the Services; or
d) the Supplier's invoice.
4.2 Any typographical, clerical or other accidental errors or omissions in any literature, quotation, estimates, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

5. Provision of Goods
5.1 No order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier's authorised representative.
5.2 The specification for the Goods shall be that set out in the Supplier's quotation unless varied expressly in the Customer's order (if such variation(s) are accepted by the Supplier).
5.3 Illustrations, photographs or descriptions whether in literature, brochures, estimates or other documents issued by the Supplier are intended as a guide only and shall not be binding on the Supplier.
5.4 The Supplier reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Customer's specification, which do not materially affect their quality or performance.

5.5 No order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier on the terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of such cancellation.
5.6 All Goods remain the property of the Supplier until paid for in full.

6. Provision of Services
6.1 Services General
6.1.1 With effect from the Agreement Period the Supplier shall, in consideration of the price being paid in accordance with Clauses 6 and 7 will provide the Services expressly identified in the quotation.
6.1.2 The Supplier will use reasonable care and skill to perform the Services identified in the quotation.
6.1.3 The Supplier shall use its reasonable endeavours to complete its obligations under the Agreement.
6.1.4 The Services shall be rendered in accordance with the specification set out in the accepted (as may be amended by mutual agreement from time to time).

6.1.5 The Customer may order Equipment, Crew and/or Goods either in writing (including by email) or verbally, by telephone or in person. All orders must be confirmed with a Purchase Order or similar written confirmation.
6.1.6 Any drawings, notes or technical specifications remain the property of the Supplier unless ownership is released in writing by the Supplier.

6.2 Equipment Hire
The agreed hire period will be set out in the quotation.
6.2.2 All confirmed orders for Equipment, Crew and/or Goods shall be binding on the Customer. The Supplier shall be entitled to assume that any person placing and/or signing an order on behalf of a Customer is authorised to do so.
6.2.3 If the Customer wishes to extend the Hire Period they may do so at any time prior to the end of the Agreement Period. The Customer must contact the Supplier to arrange the extension of the Agreement Period. Extensions may be made subject always to the existence of prior reservations made by other customers. The Supplier shall use its reasonable endeavours to satisfy requests for extensions but cannot guarantee the availability of the Equipment to the Customer beyond the end of the pre-existing Agreement Period.

6.3 Test & Inspection
6.3.1 The agreed scope for the provision of Services will be set out in the quotation.
6.3.2 All confirmed orders for Services shall be binding on the Customer. The Supplier shall be entitled to assume that any person placing and/or signing an order on behalf of a Customer is authorised to do so.
6.3.3 The Supplier will undertake to produce a report which will be provided to the Customer within 48 hours of receipt of full payment for the Services.

6.3.4 The Supplier will undertake to provide the Customer with electronic access to the relevant documentation within 48 hours of receipt of full payment for Services.
6.4 Installation
6.4.1 The agreed date for the provision of Services will be set out in the quotation.
6.4.2 The Supplier may provide sketches, plans, diagrams or similar documents in advance. Any such material is intended for illustrative purposes only and remains the property of the Supplier.
6.4.4 The Supplier shall ensure that the Services are rendered with reasonable care and skill and to a reasonable standard which is commensurate with best practice.

6.4.5 The Supplier shall ensure that all products, parts, materials and other goods used in rendering the Services are in compliance with any relevant standards and are free of defects at the time of use.
6.4.6 The Supplier shall ensure that they comply with all relevant codes of practice.
6.4.7 No additional warranty shall be given or deemed as given by the Supplier in respect of equipment supplied in excess of the manufacturer's warranty.

6.4.8 Warranty issues should be notified, in writing, to office@riggingteam.com as soon as notified and are only valid for 12 months from the date of installation.
6.5 Consultation
6.5.1 The agreed scope for the provision of Services will be set out in the quotation.

6.5.2 The Services shall be rendered in accordance with the specification set out in the accepted Quotation (as may be amended by mutual agreement from time to time).
6.5.3 The Supplier shall ensure that the Services are rendered with reasonable care and skill and to a reasonable standard which is commensurate with best practice.
6.5.4 The Supplier shall ensure that they comply with all relevant codes of practice.

7. Price
7.1 The price of the Goods and Services shall be the price listed in the Supplier's quotation current at the date of acceptance of the Customer's order or such other price as may be agreed in writing by the Supplier and the Customer.
7.2 Where the Supplier has quoted a price for the Goods or Services the price quoted shall be valid for 15 days only or such lesser time as the Supplier may specify.

7.3 The Supplier reserves the right, by giving written notice to the Customer at any time, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of materials, any change in delivery dates, quantities or specifications) of the Goods and Services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.
7.4 The price is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to the Supplier.
7.5 The Customer agrees to pay the Supplier any costs incurred in the recovery of Equipment not returned.

7.6 Where the Agreement covers the provision of Crew overtime rates may apply.
7.7 Where equipment is returned to the Supplier in a damaged state the Customer agrees to pay the supplier such sums as is reasonable to rectify the damage; including but not limited to replacement of the equipment if it is not economical to repair.
8. Payment
8.1 Where account facilities have been granted to the Customer all invoices must be paid within their terms. If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the supplier, the supplier shall be entitled to cancel or suspend the agreement including any future goods or services due to the Customer;
8.1.2 appropriate any payment made by the Customer to the Supplier under any other agreement (between the Customer and the Supplier) that the Supplier deems fit; and
8.1.3 charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 8% per annum above the base rate set by the Bank of England, from time to time until payment is made in full (a part of the month being treated as a full month for the purposes of calculating interest).

8.2 The Customer shall pay the price of the Goods (less any discount or credit allowed by the Supplier, but without any other deduction, credit or set off) in accordance with such credit terms as may have been agreed in writing between the Customer and the Supplier in respect of the Agreement. Payment shall be made in full (a part of the month being treated as a full month for the purposes of calculating interest).
8.3 All payments shall be made to the Supplier as indicated on the form of acceptance or invoice issued by the Supplier.
8.4 If at any time the Supplier is not satisfied as to the creditworthiness of the Customer it may give notice in writing to the Customer that no further credit will be allowed to the Customer in which event no further goods or services will be delivered or provided to the Customer other than against cash payment, all amounts owing by the Customer to the Supplier shall be immediately payable.

9. Delivery and Performance
9.1 Delivery of the Goods shall be made by the Supplier to the place specified in the Agreement or, if no place of delivery is so specified, by the Customer collecting the Goods at the Supplier's premises at any time after the Supplier has notified the Customer that the Goods are ready for collection.
9.2 If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Supplier shall be entitled upon giving written notice to the Customer to store or arrange for the storage of the Goods and then notwithstanding the provisions of sub-Clause 10.1 risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to the Supplier all costs and expenses including storage and insurance charges arising from such failure.
9.3 With effect from the Agreement Date the Supplier shall, in consideration of the price being paid in accordance with these Terms and Conditions and the quotation provide the Services expressly identified in the quotation.

10. Non-Delivery of Goods and Services
10.1 If the Supplier fails to deliver the Goods, provide the Services or any of them on the Delivery Date (or Agreement Date, as appropriate) other than for reasons outside the Supplier's reasonable control or the Customer's or its carrier's fault:
a) if the Supplier delivers the Goods and/or provides the Services at any time thereafter the Supplier shall have no liability in respect of such late delivery; or
b) if the Customer gives written notice to the Supplier within 10 Business Days after the Delivery Date (or Agreement Date, as appropriate) and the Supplier fails to deliver the Goods and/or Services within 10 Business Days after receiving such notice the Customer may cancel the order and the Supplier's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods or services to those not delivered or provided over the price of the Goods or Services not delivered or provided.

11. Risk and Retention of Title
11.1 Risk of damage to or loss of the Goods shall pass to the Customer at:
a) in the case of Goods to be delivered at the Supplier's premises, the time when the Supplier notifies the Customer that the Goods are available for collection;
b) in the case of Goods to be delivered otherwise than at the Supplier's premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods; or
c) in the case of Goods being installed by the Supplier, the time that the Supplier notifies the Customer that the installation is complete.

11.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title to the Goods or Services shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods or Services.
11.3 Until payment has been made to the Supplier in accordance with these Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for the Supplier and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Goods against all reasonable risks.

11.4 The Customer shall not be entitled to pledge or in any way charge by way of security or any indebtedness in the Goods which are the subject of the Agreement, but if the Customer does so all money owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.
11.5 The Supplier reserves the right to repossess any Goods in which the Supplier retains title without notice. The Customer irrevocably authorises the Supplier to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title and inspecting the Goods to ensure compliance with the storage and identification requirements of sub-Clause 11.3.

11.6 The Customer's right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if:
a) the Customer commits or permits any material breach of his obligations under these Terms and Conditions;
b) the Customer enters into a voluntary arrangement under Part I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;
c) the Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
d) the Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

12. Assignment
12.1 The Supplier may assign the Agreement or any part of it to any person, firm or company without the prior consent of the Customer.
12.2 The Customer shall not be entitled to assign the Agreement or any part of it without the prior written consent of the Supplier.
13. Defective Goods
13.1 If on delivery of any of the Goods are defective in any material respect and either the Customer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery as "condition and contents unknown" the Customer gives written notice of such defect to the Supplier within 5 Business Days of such delivery, the Supplier shall at its option:
a) replace the defective Goods within 10 Business Days of receiving the Customer's notice, subject to availability; or
b) refund to the Customer the price for those Goods (or parts thereof, as appropriate) which are defective; but the Supplier shall have no further liability to the Customer in respect thereof and the Customer may not reject the Goods if delivery is not refused or notice given by the Customer as set out above.

13.2 No Goods may be returned to the Supplier without the prior agreement in writing of the Supplier. Subject thereto any Goods returned which the Supplier is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Supplier's sole discretion the Supplier shall refund or credit to the Customer the price of such defective Goods but the Supplier shall have no further liability to the Customer.
13.3 The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, or any willful damage, negligence, subjection to normal conditions, failure to follow the Supplier's instructions (whether given orally or in writing), misuse or alteration of the Goods without the Supplier's prior approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.

13.4 Goods, other than defective Goods returned under sub-Clauses 13.1 or 13.2, returned by the Customer and accepted by the Supplier may be credited to the Customer at the Supplier's sole discretion and without any obligation on the part of the Supplier.
13.5 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

13.6 No additional warranty shall be given or deemed as given by the Supplier in respect of equipment supplied in excess of the manufacturer's warranty.
13.7 The Customer shall be responsible for ensuring that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Customer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Customer is carried out in accordance with directions given by the Supplier or any competent governmental or regulatory authority and the Customer will indemnify the Supplier against any liability loss or damage which the Supplier might suffer as a result of the Customer's failure to comply with this condition.

14. Liability
14.1 The Supplier will not be responsible for any representation, implied warranty, condition or other term, or any duty at common law or under express terms of the Agreement (or these Terms and Conditions), be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Supplier's servants or agents or otherwise) which arise out of or in connection with the supply of the Goods and Services.
14.3 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Agreement.
14.4 The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered by the supplier, arising from loss or damage to any equipment (including that of third parties) caused by the Customer, its agents or employees.

14.5 Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.
14.6 The Supplier shall not be liable to the Customer or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.
14.7 Nothing in these Terms and Conditions excludes or limits the liability of the Supplier:
a) for death or personal injury caused by the Supplier's negligence;
b) for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability; or
c) for fraud or fraudulent misrepresentation.

14.8 Subject to the remaining provisions of this Clause 14:
a) the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the Agreement Price; and
b) the Supplier shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Agreement.

15. Confidentiality
15.1 Each Party undertakes that, except as provided by sub-Clause 15.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Agreement after its termination:
a) keep confidential all Confidential Information;
b) not disclose any Confidential Information to any other person;
c) not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions and the Agreement;
d) not make any copies of, record in any way or part with possession of any Confidential Information; and
e) ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-clauses 15.1.1 to 15.1.4 above.

15.2 Either Party may:
a) disclose any Confidential Information to:
any sub-contractor or supplier of that Party;
any governmental or other authority or regulatory body; or
any employee or officer of that Party or of any of the aforementioned persons, parties or bodies; to such extent only as is necessary for the purposes contemplated by these Terms and Conditions and the Agreement, or as required by law, and in each case subject to that Party first informing the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 15.2 above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause 15, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
b) use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

15.3 The provisions of this Clause 15 shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.
16. Communications
16.1 All notices under these Terms and Conditions and under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
16.2 Notices shall be deemed to have been duly given:
a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
b) when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
c) on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
d) on the tenth business day following mailing, if mailed by airmail, postage prepaid.

16.3 All notices under this Agreement shall be addressed to the most recent address or e-mail address notified to the other Party.
17. Force Majeure
Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question

18. Waiver
The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Agreement shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver
19. Severance
The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Agreement are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Agreement). The remainder of these and the Agreement shall be valid and enforceable

20. Third Party Rights
A person who is not a party to the Agreement shall have no rights under the Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.
21. Law and Jurisdiction
21.1 These Terms and Conditions and the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
21.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.