THE GRIND EVENTS HIRE

Terms & Conditions

Kevin Searby trading as The Grind Events Hire

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1. Definitions

In these Terms & Conditions:

- **"The Company"** means Kevin Searby trading as **The Grind Events Hire**, a sole trader operating from 57 Church Lane, Scunthorpe, North Lincolnshire, DN15 7AE, United Kingdom.
- **"The Client"** means the person, business, organisation or authorised representative making the booking.
- **"The Event"** means the date, time and location at which Services and/or Equipment are to be provided.
- **"Equipment"** means all audio, lighting, visual, staging, projection and ancillary items supplied by The Company, whether operated by The Company or hired to the Client on a Dry-Hire basis.
- **"Services"** means DJ performance, mobile disco, event production, equipment hire, installation and related services as detailed in the Booking Confirmation.
- **"Operated Hire"** means a booking under which The Company supplies *and operates* the Equipment at the Event.
- **"Dry Hire"** means a booking under which The Company supplies the Equipment for the Client to operate themselves (or to have operated by a third party of the Client's choosing), with or without delivery and collection.
- **"Hire Period"** means the period from the start time of delivery (or scheduled collection by the Client) until the time the Equipment is returned to or recovered by The Company in accordance with the Booking Confirmation.
- **"Contract"** means the legally binding agreement between The Company and The Client, formed in accordance with Section 2 and governed by these Terms & Conditions.
- **"Booking Request"** means the Client's acceptance of a quotation or invoice, which constitutes an offer to enter into a Contract.
- **"Booking Confirmation"** means the written email issued by The Company confirming acceptance of the Client's Booking Request and clearance of the required deposit or full payment.
- **"Force Majeure Event"** has the meaning given in Section 13.
- **"Consumer"** has the meaning given in section 2(3) of the Consumer Rights Act 2015.

2. Booking & Contract Formation

2.1 The Client's acceptance of a quotation or invoice constitutes an **offer** to enter into a Contract.

2.2 A binding Contract is formed only when **all** of the following conditions are met:

- The Client has accepted the quotation or invoice in writing (including by paying it);
- The required deposit (or, for ticketed events, full payment) has been received and cleared into The Company's account; **and**
- The Company has issued a written Booking Confirmation by email.

2.3 Until a Booking Confirmation is issued, no Contract exists and the date may be offered to other clients.

2.4 Verbal agreements, provisional holds, telephone enquiries and online enquiries do **not** constitute a Contract.

2.5 The Client must ensure all booking details are accurate. The Company accepts no liability for losses arising from incorrect or incomplete information supplied by the Client.

2.6 CONSUMER CONTRACTS REGULATIONS (CCR 2013)

Where the Client is a Consumer and the Contract is formed at a distance (online, email or telephone), the Client acknowledges that the Services relate to a specific date or period of performance. Under **Regulation 28(1)(h) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**, the statutory 14-day cancellation right does **not** apply. Cancellation by the Client is instead governed by Section 5 of these Terms.

2.7 By submitting a Booking Request, a Consumer Client acknowledges that they have been informed before placing the order that the right to cancel under the CCR 2013 will not be available, in accordance with Regulation 13(1)(l).

2.8 The Company will provide the Client with a copy of these Terms in PDF form on a durable medium (email attachment) at the time of issuing the Booking Confirmation, in accordance with Regulation 16 of the CCR 2013.

3. Ticketed Events — Allocation of Commercial Risk

> **Section 3 — Important: how risk is allocated for ticketed events.** This Section explains the standard commercial position for events that depend on ticket sales or public attendance. The Client should read it carefully and seek independent advice if unsure. By booking a ticketed event, the Client accepts that the **commercial risk of the Event (including ticket sales and audience numbers) rests with the Client**, in line with normal trade practice in the UK live-events industry.

3.1 The position in this Section reflects standard practice across the UK live-events industry, where the Client (as event organiser) carries the commercial risk and the supplier carries the delivery risk.

3.2 The Client must inform The Company at the time of booking if the Event is ticketed, revenue-generating or dependent on public attendance. If the Client does not disclose this and The Company would have charged different terms (including full payment in advance) had it known, The Company may, on becoming aware: (a) issue a revised invoice for the difference, payable within 7 days; or (b) treat the misrepresentation as a material breach and terminate the Contract under Section 6, in which case Section 5 will apply as if the Client had cancelled.

3.3 **Full payment is required at the time of booking** for all ticketed events, reflecting the heightened commercial risk borne by the Client and the inability of The Company to mitigate by re-letting the date once committed. No booking is confirmed until full payment has cleared and a Booking Confirmation has been issued.

3.4 The Client acknowledges that The Company commits resources, blocks the date, declines other enquiries for that date and forgoes other opportunities from the moment of booking. **Poor ticket sales, low attendance, venue cancellation by a third party, or any other commercial outcome of the Event are not grounds for cancellation or refund** — cancellation by the Client is governed by the liquidated-damages scale in Section 5.3.

3.5 The Company is not responsible for ticket sales, audience numbers, marketing, promotion or event profitability. The Client is solely responsible for the financial viability of the Event.

3.6 Clients are **strongly encouraged to obtain event-cancellation insurance** to protect against unforeseen circumstances, including low ticket sales, venue closure, illness or other disruptions.

3.7 Where the Client is acting in the course of a business (for example, as a promoter, venue, agency or production company), the Client warrants that it has authority to accept these commercial-risk terms on behalf of any disclosed or undisclosed principal, and accepts personal liability under the Contract jointly and severally with that principal.

4. Deposits & Payments

4.1 Standard (non-ticketed) events require a **non-refundable deposit** (the percentage stated in the quotation, ordinarily 50%). The deposit covers administrative costs, scheduling and loss of opportunity.

4.2 Ticketed events require **full payment upfront**, in accordance with Section 3.

4.3 Payments are processed via Xero's secure online payment system or by bank transfer to The Company's nominated account. Card and online payment fees (if any) are absorbed by The Company.

4.4 Any remaining balance must be paid no later than **14 days before the Event**.

4.5 Failure to pay on time may, at The Company's discretion, be treated as cancellation by the Client under Section 5, with no refund of amounts already paid and the outstanding balance immediately due.

4.6 All prices are exclusive of VAT unless stated otherwise. Where The Company is not VAT-registered, no VAT is charged.

4.7 The Company may charge interest on overdue sums at 8% per annum above the Bank of England base rate, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable).

5. Cancellation by the Client

5.1 Cancellations must be made in writing (email is acceptable). The effective date of cancellation is the date on which The Company receives the notice.

STANDARD (NON-TICKETED) EVENTS

5.2 The following refund schedule applies to standard events, calculated against the total Contract value:

- **30 or more days** before the Event: refund of any sums paid **minus the non-refundable deposit and a 10% administration fee**.
- **15 to 29 days** before the Event: **50% refund** of the total Contract value (any unpaid balance becomes immediately due up to that 50%).
- **0 to 14 days** before the Event: **no refund**; the full Contract value is payable.

TICKETED EVENTS — LIQUIDATED DAMAGES SCALE

5.3 Because The Company commits resources, blocks the date and forgoes other opportunities from the moment of booking, the following liquidated-damages scale applies to ticketed events as a genuine pre-estimate of loss, in place of the schedule in Section 5.2:

- **60 or more days** before the Event: **50% of the total fee retained** (the balance refunded to the Client).
- **30 to 59 days** before the Event: **75% of the total fee retained**.
- **0 to 29 days** before the Event, postponement without an agreed replacement date, or no-show: **100% of the total fee retained**.

5.4 The parties agree that the amounts in Section 5.3 are a genuine pre-estimate of the loss The Company will suffer on cancellation, having regard to lost opportunity, prepared resources and the difficulty of re-letting the date at short notice. **Poor ticket sales, low attendance or other commercial outcomes of the Event do not constitute grounds for cancellation under this Section 5 nor for any refund — the Client carries the commercial risk of the Event.**

5.5 Postponements are treated as cancellations under this Section 5 unless a new mutually-agreed date is confirmed in writing by both parties within 14 days of the original Event date.

5.6 Any outstanding balance owed under this Section 5 must be paid within 7 days of the cancellation date.

5.7 For Dry-Hire bookings, the cancellation schedule in Section 8.16 applies in place of Section 5.2.

6. Cancellation by The Company

6.1 The Company may cancel a Contract only in exceptional circumstances, including but not limited to:

- Serious illness or injury affecting key personnel;
- Catastrophic equipment failure where replacement cannot be sourced in time;
- Demonstrable safety concerns at the venue or with the Event itself;
- A Force Majeure Event (Section 13).

6.2 Where The Company cancels, it will use reasonable endeavours to:

- Provide a full refund of all sums paid; **or**
- Offer a suitable replacement DJ, technician or equivalent Equipment of comparable standard; **or**
- Offer an alternative date acceptable to the Client.

6.3 The Company's liability for cancellation under this Section 6 is strictly limited to the total amount paid by the Client. The Company will not be liable for indirect or consequential losses (e.g. venue hire, catering, lost ticket revenue).

7. Venue Requirements & Access

7.1 The Client must ensure that, at the Client's cost where applicable:

- Safe and adequate access is available for loading, unloading and de-rigging;
- A sufficient and stable power supply is available within reasonable cable distance of the performance area;
- The performance area is dry, level, weather-protected and secure;
- All venue restrictions (sound, curfew, capacity) are disclosed to The Company prior to the Event;
- Where the Client is hiring an external venue, that venue permits external DJs/equipment and the use of the supplied Equipment;
- All necessary licences (premises, alcohol, music — including PRS for Music / PPL where required) are in place and held by the Client or venue;
- Any required risk-assessment, method-statement or H&S information requested by the venue is provided to The Company in good time.

7.2 The Company is not liable for delays to start time, reduced performance time or reduced service caused by:

- Power failures, voltage instability or insufficient supply;
- Sound limiters or noise-control devices imposed by the venue;
- Venue restrictions or last-minute curfew changes;
- Acts or omissions of venue staff, other suppliers or guests;
- Access delays not caused by The Company;
- Unsafe or unsuitable venue conditions.

7.3 Delays caused by the Client or the venue may reduce performance time on a like-for-like basis with no refund.

7.4 The Company reserves the right to refuse to set up or perform if, in its reasonable opinion, the venue is unsafe, the supply is inadequate or continuing would breach health, safety or licensing law. In such cases the full fee remains payable.

8. Equipment — Operated Hire & Dry Hire

PART A — Operated Hire (Sections 8.1 to 8.6)

*Part A applies where The Company supplies **and operates** the Equipment at the Event.*

8.1 All Equipment supplied remains at all times the property of The Company. No title or ownership passes to the Client at any point.

8.2 The Client is responsible for the Equipment from the moment of delivery/setup until it is collected by or returned to The Company, including against the actions of guests, venue staff and third parties present at the Event.

8.3 The Client must pay the full cost of **repair or like-for-like replacement** for any damage, loss or theft of Equipment occurring during the period in 8.2, excluding fair wear and tear.

8.4 The Company may remove or cease the operation of any Equipment if its continued use would, in The Company's reasonable opinion, compromise safety or risk damage. Full payment remains due in such cases.

8.5 The Client must not attempt to repair, modify or operate the Equipment without The Company's prior written consent.

8.6 The Company's Equipment specification (make / model / quantity) may be substituted with comparable or higher-specification items where reasonably necessary, without altering the price.

PART B — Dry Hire / Equipment-Only Rental (Sections 8.7 to 8.18)

Part B applies where the Client takes possession of the Equipment to operate themselves, or to be operated by a third party of the Client's choosing.

8.7 **Hire Period.** The Hire Period is set out in the Booking Confirmation. The Client's responsibility under Sections 8.10–8.13 begins at the start of the Hire Period and ends only when the Equipment has been physically returned to, or recovered by, The Company and inspected.

8.8 **Late return.** Equipment must be available for collection (or returned, as agreed) at the end-of-hire time stated in the Booking Confirmation. Late return is charged at **50% of the daily hire rate per item per day**, pro-rated, plus any consequential loss to The Company arising from inability to fulfil another booking. Time is of the essence in respect of return.

8.9 **Failed collection / no-show.** If The Company attends a pre-arranged collection or delivery and the Client (or their authorised representative) is not present or cannot grant access, a **failed-collection fee of £75 plus reasonable travel costs** is payable, and a further appointment will be made at the Client's expense.

8.10 **Security deposit / damage bond.** The Company may, at its discretion, require a refundable security deposit (typically 25% of the replacement value, capped at £2,500) prior to release of Equipment. Any deposit will be returned within 7 working days of return, less any deductions made under Section 8.13.

8.11 **Risk & insurance during Hire Period.** The Equipment is at the Client's sole risk for the entire Hire Period. **The Company's Public Liability Insurance does not cover Equipment in the Client's custody during a Dry Hire.** The Client must maintain, at the Client's cost, hired-in plant or equivalent all-risks insurance for the full replacement value of the Equipment during the Hire Period, and provide proof of cover on request.

8.12 **Operator competency.** The Client warrants that the Equipment will be operated only by persons with reasonable competence to do so, and only in accordance with the manufacturer's instructions and any user notes supplied by The Company. The Client must not allow the Equipment to be operated under the influence of alcohol or drugs, or in any unlawful manner.

8.13 **Damage, loss or theft during Hire Period.** The Client is liable for the full cost of repair or like-for-like replacement (at the higher of the two) of any Equipment damaged, lost or stolen during the Hire Period, including damage caused by:

- spillage, contamination or exposure to liquid or smoke (including non-rated outdoor use);
- operator error, mis-rigging or unsuitable power supply;
- theft from the Client's vehicle, venue or storage;
- third parties to whom the Client has given access, including venue staff and guests.

The Client must report damage, loss or theft to The Company in writing within **24 hours** of becoming aware of it. The Company will provide a written quotation for repair or replacement, payable within 7 days of issue.

8.14 **Inspection on return — 48-hour claim window.** Equipment will be inspected by The Company on return. The Company will notify the Client in writing of any damage or loss **within 48 hours** of return. Any sums owed under Section 8.13 will be invoiced at that point and are payable within 7 days.

8.15 **Sub-hire prohibited.** The Client must **not** sub-hire, sell, charge, mortgage, pledge, lend or otherwise part with possession of the Equipment, or permit any third party to do so, without The Company's prior written consent. The Equipment must remain at the address(es) stated in the Booking Confirmation.

8.16 **Cancellation of a Dry Hire booking by the Client.** The following schedule applies in place of Section 5.2:

- **14 or more days** before the Hire Period start: refund minus the non-refundable deposit;
- **3 to 13 days** before: 50% of the total Hire fee payable, no refund of deposit;
- **0 to 2 days** before, or no-show: full Hire fee payable, no refund.

8.17 **Outdoor & weather use.** Equipment supplied for Dry Hire is for indoor use unless expressly described as outdoor-rated in the Booking Confirmation. The Client must protect Equipment from rain, condensation, direct sunlight (over 35 °C) and physical hazards. Damage caused by use of indoor Equipment outdoors, or use outside its IP rating, is recoverable in full from the Client.

8.18 **Termination of hire for breach.** The Company may, on written notice, terminate a Dry Hire and recover the Equipment immediately if the Client breaches Sections 8.11, 8.12 or 8.15, or fails to pay any sum when due. The Client grants The Company (and its authorised agents) the right to enter any premises where the Equipment is reasonably believed to be located, for the purpose of recovering it, subject to a peaceable manner and applicable law. All recovery costs are payable by the Client.

9. Performance Conditions

This Section 9 applies to Operated Hire only.

9.1 The Client must provide:

- A safe performance area appropriate for the type of Event;
- Adequate ventilation and a reasonable ambient temperature;
- Protection from liquids, weather and other physical hazards;
- Free unloading and parking close to the venue (or reimburse parking charges in full);
- Power within reasonable distance of the performance area.

9.2 The Company may pause or stop performance if, in its reasonable opinion:

- Guests behave aggressively, threateningly or unsafely;
- Equipment or personnel are at risk of damage or harm;
- The environment becomes unsafe (fire, flood, structural concern);
- Legal, licensing or noise-curfew restrictions require it.

9.3 Full payment remains due even if performance is paused, reduced or stopped under Section 9.2.

10. Music Requests & Playlists

10.1 The Company will use reasonable endeavours to accommodate music requests in keeping with the Event style.

10.2 Specific tracks cannot be guaranteed (licensing, suitability, technical or audience-management reasons may prevent play).

10.3 Playlists, do-not-play lists and special requests must be submitted to The Company at least **7 days before the Event**. Late submissions will be incorporated where reasonably practicable.

10.4 The Company may refuse, at its discretion, requests that are unlawful, discriminatory, offensive or inappropriate for the audience.

11. Photography & Video

11.1 The Company may take photographs and short video clips of its Equipment, set-up and the ambience of the Event for portfolio, social-media and marketing purposes.

11.2 The Client may opt out of all such media capture by notifying The Company in writing before the Event.

11.3 Where reasonably practicable, identifiable individuals will not be used in marketing without their consent.

11.4 Any media captured by The Company remains the intellectual property of The Company. The Client retains all rights to media captured by the Client or the Client's suppliers.

12. Liability & Insurance

12.1 The Company holds **£10,000,000 Public Liability Insurance** covering Operated Hire, and operates only PAT-tested electrical equipment. Certificates are available on written request. **Public Liability cover does not extend to Equipment in the Client's custody during Dry Hire** (see Section 8.11).

12.2 Subject to Section 12.4, The Company is not liable for losses arising from:

- Venue power issues or outages;
- Activation of noise/sound limiters;
- Guest behaviour or third-party interference;
- Acts or omissions of venue staff or other suppliers;
- The Client's or any third party's operation of Equipment under a Dry Hire;
- Loss of earnings, loss of business, loss of profit or loss of goodwill;
- Indirect or consequential losses of any kind.

12.3 Subject to Section 12.4, The Company's total aggregate liability under or in connection with the Contract is capped at **the total amount paid by the Client** for the Event or Hire Period in question.

12.4 Nothing in these Terms limits or excludes liability for:

- Death or personal injury caused by The Company's negligence;
- Fraud or fraudulent misrepresentation;
- Any rights the Client has as a Consumer under the Consumer Rights Act 2015 that cannot lawfully be excluded;
- Any other liability that cannot lawfully be limited or excluded.

13. Force Majeure

13.1 The Company is not liable for any failure or delay in performance to the extent caused by events beyond its reasonable control (a **Force Majeure Event**), including but not limited to:

- Extreme or severe weather;
- Serious illness, injury, bereavement or quarantine;
- Road traffic accidents and serious vehicle breakdown;
- Mains power outages affecting the venue or supply route;
- Strikes, industrial action or civil unrest;
- Significant transport disruption;
- Venue closure or loss of venue licence;
- Government, regulatory or public-health restrictions (including pandemic measures);
- War, terrorism, fire, flood or other emergency.

13.2 If a Force Majeure Event occurs, The Company will notify the Client as soon as reasonably practicable and use reasonable endeavours to offer alternatives, which may include rescheduling, sub-contracting to a like-for-like supplier, or a partial or full refund as appropriate.

13.3 If the Force Majeure Event continues for more than 30 days, either party may terminate the Contract by written notice and Section 6.3 shall apply.

14. Data Protection (UK GDPR)

14.1 Personal data is processed lawfully under the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

14.2 Data is used solely for: booking management; communication regarding the Event or Hire Period; invoicing, accounting and tax compliance; and limited follow-up requests (e.g. reviews) which the Client may opt out of at any time.

14.3 Data is shared only with essential third-party processors required to deliver the Services, including (without limitation) Xero (accounting), Stripe (payment processing where applicable) and Google Workspace (email).

14.4 The Client may at any time request access to, correction of, or erasure of their personal data, subject to The Company's legal record-keeping obligations (typically 6 years for tax purposes under HMRC requirements).

14.5 Full details, including data-retention periods and lawful bases, are set out in the Privacy Policy at https://www.thegrindeventshire.com/privacy.html.

14.6 The Company is the data controller. Data-protection enquiries should be addressed to enquiries@TheGrindEventsHire.com.

15. Governing Law & Jurisdiction

15.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the laws of **England and Wales**.

15.2 Each party irrevocably agrees that the courts of England and Wales shall have **exclusive jurisdiction** to settle any such dispute or claim.

15.3 Where the Client is a Consumer resident outside England and Wales, this clause does not deprive the Client of the protection afforded by mandatory provisions of the law of their country of habitual residence.

16. Entire Agreement

16.1 These Terms, together with the Booking Confirmation and the quotation/invoice they refer to, constitute the entire agreement between the parties and supersede all previous agreements, understandings, representations and arrangements between them, whether written or oral.

16.2 Each party acknowledges that, in entering into the Contract, it does not rely on, and shall have no remedy in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Nothing in this Section limits liability for fraudulent misrepresentation.

17. Severance

17.1 If any provision (or part-provision) of these Terms 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.

17.2 Any modification or deletion of a provision under this Section shall not affect the validity and enforceability of the rest of these Terms.

18. Third-Party Rights

18.1 A person who is not a party to the Contract has **no rights under the Contracts (Rights of Third Parties) Act 1999** to enforce any term of these Terms.

18.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any other person.

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A copy of this document is provided as a PDF attachment with every Booking Confirmation in accordance with Regulation 16 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.