

THIS AGREEMENT is made the *< Date. >* day of *< Month..... >*

BETWEEN *< Insert your name or Co name >* of :

< Insert your address..... > (The Supplier)

AND *< Insert your customers name >* of :

< Insert your customers address..... > (The Client).

CONTRACT DETAILS

CONTRACT NO: *< Insert your job No >*

EVENT, PRODUCTION OR TOUR: *< Insert name of job/tour >*

DURATION OF THE AGREEMENT: From: *< Insert Start Date >* To: *< Insert Finish Date >*

1. The Supplier agrees to supply goods/services in accordance with the Schedule attached hereto or as subsequently agreed in writing by the parties hereto.
2. It is hereby agreed that prior to the signing hereof The Client has had ample opportunity to examine The Supplier's Terms of Business attached hereto and shall be deemed to have unequivocally accepted them.
3. The total contract price shall be *< Insert price and currency >* plus VAT (if applicable)
4. The terms of payment are: *< Insert Payment terms >*
5. In the event of cancellation of this Agreement by The Client and without prejudice to any rights hereunder or under the Terms of Business attached hereto, The Client will indemnify The Supplier as a result of such cancellation for *< >*% of the contract price. Interest at a rate of *< >*% per month is liable to be charged on any outstanding balances.
6. It is a fundamental term of this agreement that the stipulations as to payment contained be fully adhered to by The Client (including an absolute requirement of payment to be made within the times stipulated but subject to the proviso contained in Condition 4) and if for any reason The Client shall be in breach of such stipulations The Supplier shall have the right at its absolute and sole discretion and without prejudice to its other rights hereunder forthwith and without notice to dismantle remove or otherwise bring to an end any works service goods or other things supplied by the supplier hereunder and to terminate forthwith this agreement and be under no further liability hereunder to provide any of the services or goods herein agreed.

Signed for and on behalf of)
The Supplier)

Date.

Signed for and on behalf of)
The Client)

Date.

IN ADDITION TO SIGNING THE AGREEMENT, THE CLIENT IS REQUESTED TO INITIAL ALL PAGES OF THIS AGREEMENT, THE TERMS OF BUSINESS AND SCHEDULES, IN THE TOP RIGHT HAND CORNER

TERMS OF BUSINESS

1. All services and goods supplied by The Supplier are subject to the terms set out herein and in the Agreement attached unless varied in writing by the parties. The signing of the Agreement shall be deemed to be acceptance of these Terms of Business.
2. All works, goods and services shall be supplied by The Supplier to a good and workman like standard in accordance with the Schedule which is annexed hereto so far as the circumstances shall reasonably allow. The Client shall ensure that the Schedule complies in all respects with their requirements, or any authority or any other person or entity involved. The Supplier reserves the right to alter or amend the Schedule at any time if in the absolute discretion of The Supplier the needs of safety so require.
3. The Client must ensure that all necessary licences, consents and authorities to stage the event/s have been obtained and shall indemnify The Supplier in respect of any liability costs or claims arising therefrom.
4. The contract price shall be paid strictly in accordance with the terms of payment contained in the Agreement.
5. The Client shall for the duration of the agreement place in force public liability insurance to a minimum indemnity of <£> and shall produce evidence of such insurance at the request of The Supplier.
6. The Supplier shall for the duration of the agreement place in force public liability insurance to a minimum indemnity of <£> and shall produce evidence of such insurance at the request of The Client.
7. Unless listed in The Suppliers Terms and Conditions, The Client shall be responsible for supplying the items or services listed in the schedules attached hereto at no cost The Supplier.
8. The Client shall ensure that all equipment provided by The Supplier is fully protected from and insured against all risks (including but not limited to, theft and malicious acts in respect to equipment) and shall produce evidence of such insurance with The Supplier's interest noted thereon at the request of The Supplier.
9. The Supplier shall not be liable in respect of any damage caused to the site(s) or venue(s) either during the event/s or as a result of the erection and/or dismantling of equipment and services unless such damage results from the negligent act or admission of The Supplier, the servants, agents or sub-contractors, or persons for whom they are responsible.
10. The Supplier shall so far as is reasonably practicable follow the Health and Safety rules and arrangements as set out in The Clients Health and Safety Policy.
11. Unless otherwise agreed in writing by both parties to this Agreement, The Supplier acknowledges and accepts that: The Client will not be providing First-Aid cover for The Supplier or for The Suppliers employees for the duration of this agreement. The Supplier will be responsible for making First-Aid arrangements according to the standards set by the Health and Safety (First-Aid) Regulations 1981 for The Supplier and for The Suppliers employees.
12. The Supplier shall keep secret and shall not use or disclose and shall use his/her best endeavours to prevent the use or disclosure by or to any person any of The Client's or The Client's clients confidential information which came to his/her knowledge during the engagement.

The restriction shall apply during and after The Suppliers engagement without any time limit but shall cease to apply to information or knowledge which the Supplier establishes has in its entirety become public knowledge otherwise than through the unauthorised disclosure or other breach of the Suppliers part of that restriction.
Confidential information means all confidential information relating to the organisation, finances, business activities and private activities of the Client, The Client's client and either of their employees and agents, suppliers or advisors.
The Supplier further agrees not to use any information gleaned during the term of this Agreement to directly or indirectly solicit business from any of The Client's clients.
13. The Supplier shall not be liable for any breach of the Agreement or terms hereof where such a breach was caused by or substantially contributed to by any cause beyond the control of the Supplier including (without limitation) Act of God insurrections riot civil commotion's Government or other enforceable regulations embargoes explosions strikes labour disputes fire and exceptionally adverse weather. The Supplier's sub-contractors shall be deemed to be parties to the Agreement for the purpose of obtaining the protection of this clause and The Client shall indemnify The Supplier in respect of any claim by a third party in respect of which liability is excluded by this clause provided always that The Supplier shall use its best endeavours to prevent such a breach or mitigate the effects thereof.
14. If The Client shall make any assignment for the benefit of its creditors, commit and/or fail to inform The Supplier of any act of bankruptcy or if, being a limited company, shall suffer any receiver of its assets to be appointed or upon commencement of any winding up or upon failure to pay any sum due to The Supplier whether due under this contract or otherwise upon other breach of contract by The Client, The Supplier shall be entitled to cease work immediately and to dismantle remove or otherwise bring to an end any works service goods or other things supplied by The Supplier hereunder. Upon ceasing work dismantling removing or otherwise bringing to an end any works service goods or other things supplied by The Supplier hereunder, this contract shall be deemed to have been terminated but without affecting any pre-existing rights of the parties including The Supplier's right to receive payment of the full price of the contract without deduction.
15. Any contract to which these terms apply shall be construed in accordance with the laws of England and the parties agree to accept the jurisdiction of the courts of England.

SCHEDULES

The Supplier will provide for the duration of The Agreement:

The Client will provide for the duration of The Agreement: