

NEURON PRO AUDIO TERMS AND CONDITIONS FOR THE HIRE OF EQUIPMENT AND SERVICES

Welcome to Neuron Pro Audio

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Agreement: means the agreement made between Neuron Pro Audio and the Client as detailed in the Rental Agreement and these Conditions.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Charges: the fees payable for the provision of the Equipment and Services comprising the Deposit, Rental Payments and the charges for the provision of the Services (where applicable) as set out in the Rental Agreement.

Commencement Date: has the meaning set out in clause 2.2

Conditions: these terms and conditions as amended pursuant to clause 18 from time to time.

Delivery: the transfer of physical possession of the Equipment to the Client as detailed at clause 4 of this Agreement.

Deposit: the deposit amount set out in the Payment Schedule.

Dry Hire: means that the Client shall collect the Equipment and operate it itself.

Equipment: the items of equipment listed in the Rental Agreement, all substitutions, replacements or renewals of such equipment and all related accessories, and manuals (if any) and instructions provided for it.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, user interface design, system design, acoustic simulations, amplifier presets, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Client's order for the supply of Equipment and/or Services, as set out in the Client's purchase order form, or the Client's written acceptance of Neuron Pro Audio's quote as the case may be.

Payment Schedule: the payment schedule set out in the Rental Agreement which sets out the charges payable pursuant to this Agreement.

Purchase Option: the Client's option to purchase the Equipment as more fully described in clause 8.

Purchase Option Price: the price of the Purchase Option where a purchase option is requested by the Client.

Quote: as defined at clause 2.1

Rental Payments: the payments to be made by or on behalf of Client for hire of the Equipment which in respect of non- Dry Hire Equipment will be the balance of the Charges after deduction of the Deposit pursuant to clause 7.6.

Rental Period: the period of hire of the Equipment as set out in the Rental Agreement.

Rental Agreement: means the document entitled Rental Agreement issued by Neuron Pro Audio to the Client pursuant to clause 2 below describing the Equipment and Services to be provided by Neuron Pro Audio to the Client.

Services: the services, including any design, consultation, installation, production and/or sound or lighting technician services, required to be provided by Neuron Pro Audio to the Client, as set out in the Rental Agreement, in order to carry out its obligations under this Agreement.

Site: the location at which or in relation to which the Equipment will be used and the Services provided.

Third Party Services: any services or equipment to be provided by a third party for example a musician, DJ, trucking, power generation and distribution services, sub-hires of equipment e.g. lighting, sound, staging, rigging and hardware, effects, sound engineers, lighting engineers, electrical professionals and riggers.

Total Loss: due to the Client's default the Equipment is, in Neuron Pro Audio's reasonable opinion damaged beyond repair, lost, stolen, seized or confiscated.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

1.2 Construction. In these Conditions, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to writing or written e-mails.

2. BASIS OF AGREEMENT

- 2.1 Further to discussing the Client's basic requirements for Equipment and Services Neuron Pro Audio shall issue a quote (**Quote**). The Quote shall not constitute an offer. The Quote shall remain valid for the period stated in the Quote and if Neuron Pro Audio does not receive an Order within this period the Quote shall be deemed to be automatically withdrawn. If an Order is received within this period then this constitutes an offer by the Client to hire Equipment and/or Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when Neuron Pro Audio issues a Rental Agreement which shall be deemed to be written acceptance of the Order at which point and on which date the Agreement shall come into existence (**Commencement Date**).
- 2.3 The Rental Agreement entered into by the parties is governed by and subject to these Conditions. In the event of inconsistency or conflict between these Conditions and the Rental Agreement, the terms of the Rental Agreement shall take precedence to the extent of the conflict or inconsistency.
- 2.4 The Agreement constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Neuron Pro Audio which is not set out in the Agreement.
- 2.5 These Conditions apply to the Agreement to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6 All of these Conditions shall apply to the hire of Equipment and supply of Services except where application to one or the other is specified.

3. EQUIPMENT HIRE AND SERVICES

- 3.1 Neuron Pro Audio shall hire the Equipment to the Client for use at the Site as stated in the Rental Agreement. Neuron Pro Audio shall not, other than in the exercise of its rights under this Agreement or applicable law, interfere with the Client's quiet possession of the Equipment.
- 3.2 Where relevant Neuron Pro Audio shall provide the Services to the Client in accordance with the description of the Services set out in the Rental Agreement in all material respects.

- 3.3 Neuron Pro Audio shall use all reasonable endeavours to meet any performance dates for the Services specified in the Rental Agreement but any such dates shall be estimates only and time shall not be of the essence in relation to this Agreement.
- 3.4 Neuron Pro Audio shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Neuron Pro Audio shall notify the Client in any such event.
- 3.5 Neuron Pro Audio warrants to the Client that the Services will be provided using reasonable care and skill.
- 3.6 Neuron Pro Audio shall comply with reasonable instructions provided to it by the Client when providing the Equipment and performing the Services.
- 3.7 Neuron Pro Audio shall promptly report to the Client any material issues with the performance of the Services and/or Equipment. Upon the reasonable request of the Client, and subject to an agreement on costs between the parties, Neuron Pro Audio shall use reasonable endeavours to correct any such material issues with the performance of the Services and/or Equipment.
- 3.8 Where required by the Client pursuant to the Rental Agreement, Neuron Pro Audio shall use its reasonable endeavours to procure the Third Party Services required by the Client.

4. DELIVERY AND INSTALLATION

- 4.1 Save where Equipment is being provided on a Dry Hire basis in which event the provisions of clause 4.2 will apply, Delivery of the Equipment shall be made by Neuron Pro Audio. Neuron Pro Audio shall use all reasonable endeavours to effect Delivery by the date and time agreed between the parties and stated in the Rental Agreement provided that the time of delivery is not of the essence. Title and risk shall transfer in accordance with clause 5 of this Agreement.
- 4.2 Where Equipment is being provided on a Dry Hire basis as stated in the Rental Agreement the Client shall procure that a duly authorised representative of the Client shall collect the Equipment. Such representative will be required to provide photographic and address identification in the form specified by Neuron Pro Audio and Neuron Pro Audio will be entitled to take a digital photograph of such representative which it shall retain on file until the Equipment is returned in accordance with this Agreement. Where complex Dry Hire Equipment is being hired Neuron Pro Audio may provide training to the Client in respect of the use of the Equipment on collection. Acceptance of the Equipment by the Client representative shall constitute conclusive evidence that the Client has examined the Equipment and

has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by Neuron Pro Audio, the Client's duly authorised representative shall sign a receipt confirming such acceptance.

- 4.3 Where Equipment is being provided on a Dry Hire basis as stated in the Rental Agreement and Neuron Pro Audio is providing the Equipment to measurements or a plan provided by the Client, the Client is responsible for ensuring that these measurements are correct.
- 4.4 To facilitate Delivery and installation, the Client shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Delivery and installation to be carried out safely and expeditiously including the materials, facilities, access and working conditions specified in the Rental Agreement. In addition Neuron Pro Audio may make a number of recommendations regarding the preparatory work, which the Client will be required to carry out at the Site (**Recommendations**) in order for the Equipment to be installed.
- 4.5 In the event the Client is unable to implement the Recommendations Neuron Pro Audio shall provide a cost estimate for the work required to enable effective provision of the Services. For the avoidance of doubt Neuron Pro Audio shall not be liable for any failure to provide the Services as a result of the Client's failure to implement the Recommendations.
- 4.6 Subject to clause 4.2 Neuron Pro Audio shall at the Client's expense install the Equipment at the Site. The Client shall procure that a duly authorised representative of the Client shall be present at the installation of the Equipment. Acceptance by such representative of installation shall constitute conclusive evidence that the Client has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by Neuron Pro Audio, the Client's duly authorised representative shall sign a receipt confirming such acceptance.
- 4.7 Neuron Pro Audio is not responsible for any equipment sourced from or supplied by other parties or the Client without prior consultation with Neuron Pro Audio that adversely affect the ability of Neuron Pro Audio to deliver, install and/or use the Equipment or provide the Services.
- 4.8 If Neuron Pro Audio's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):
 - (a) Neuron Pro Audio shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the

performance of any of its obligations to the extent the Client Default prevents or delays Neuron Pro Audio's performance of any of its obligations;

- (b) Neuron Pro Audio shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Neuron Pro Audio's failure or delay to perform any of its obligations as set out in this clause 4.8; and
- (c) the Client shall reimburse Neuron Pro Audio on written demand for any costs or losses sustained or incurred by Neuron Pro Audio arising directly or indirectly from the Client Default.

5. TITLE, RISK AND INSURANCE

5.1 The Equipment shall at all times remain the property of Neuron Pro Audio, and the Client shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this Agreement) except where the Client purchases the Equipment pursuant to the Purchase Option in clause 8.

5.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Client on collection if the Client is hiring on a Dry Hire basis or otherwise on Delivery. The Equipment shall remain at the sole risk of the Client during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Client (**Risk Period**) until such time as the Equipment is redelivered to Neuron Pro Audio. During the Rental Period and the Risk Period pursuant to any Rental Agreement, the Client shall, at its own expense, obtain and maintain the following insurances:

- (a) 'Hired in' insurance cover of the Equipment to a value not less than its full replacement value plus VAT as stated in the Rental Agreement, which shall include comprehensive cover against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Neuron Pro Audio may from time to time nominate in writing;
- (b) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as Neuron Pro Audio may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and
- (c) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as Neuron Pro Audio may from time to time consider reasonably necessary and advise to the Client.

5.3 All insurance policies procured by the Client shall be endorsed to provide Neuron Pro Audio with at least twenty (20) Business Days' prior written notice of cancellation or

material change (including any reduction in coverage or policy amount) and shall upon Neuron Pro Audio's request name Neuron Pro Audio on the policies as a loss payee in relation to any claim relating to the Equipment. The Client shall be responsible for paying any deductibles due on any claims under such insurance policies.

- 5.4 The Client shall give immediate written notice to Neuron Pro Audio in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Client's possession or use of the Equipment.
- 5.5 If the Client fails to effect or maintain any of the insurances required under this Agreement, Neuron Pro Audio shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Client.
- 5.6 The Client shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Neuron Pro Audio and proof of premium payment to Neuron Pro Audio to confirm the insurance arrangements.

6. CLIENT'S RESPONSIBILITIES

- 6.1 Solely for the purposes of Neuron Pro Audio providing the Services, the Client agrees to provide the following when requested by Neuron Pro Audio:
 - (a) access to the Site and any other Client property as may be necessary for the delivery of the Services;
 - (b) permission for Neuron Pro Audio to communicate directly with any applicable third parties (for example, other equipment providers, venue staff etc.) in order to provide the Services; and
 - (c) all reasonable assistance required by enable Neuron Pro Audio to deliver the Services.
- 6.2 The Client shall:
 - (a) provide a safe environment at the Site within which Neuron Pro Audio and its employees may work whilst delivering the Services; and
 - (b) in consultation with Neuron Pro Audio appoint a key contact who will be the primary point of contact for the Client in respect of the Services. The Client acknowledges that Neuron Pro Audio is unable to accept instructions from a third party unless the Client has authorised this in writing beforehand.
- 6.3 The Client shall during the Rental Period and the Risk Period:
 - (a) ensure that the Equipment is kept and operated in a suitable environment, and used only for the purposes for which it is designed, and operated in a

proper manner by trained competent staff in accordance with any operating instructions provided by Neuron Pro Audio;

- (b) take such steps (including compliance with all safety and usage instructions provided by Neuron Pro Audio) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- (c) maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the commencement of the Rental Period (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;
- (d) make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of Neuron Pro Audio unless carried out to comply with any mandatory modifications required by law or any regulatory authority or unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in Neuron Pro Audio immediately upon installation;
- (e) keep Neuron Pro Audio fully informed of all material matters relating to the Equipment;
- (f) keep the Equipment at all times properly secured at the Site and shall not move or attempt to move any part of the Equipment to any other location without Neuron Pro Audio's prior written consent;
- (g) permit Neuron Pro Audio or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
- (h) maintain operating and maintenance records of the Equipment and make copies of such records readily available to Neuron Pro Audio, together with such additional information as Neuron Pro Audio may reasonably require;
- (i) not, without the prior written consent of Neuron Pro Audio, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- (j) not without the prior written consent of Neuron Pro Audio, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be

capable of being removed without material injury to such land or building and the Client shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify Neuron Pro Audio against all losses, costs or expenses incurred as a result of such affixation or removal;

- (k) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Neuron Pro Audio in the Equipment and, where the Equipment has become affixed to any land or building, the Client must take all necessary steps to ensure that Neuron Pro Audio may enter such land or building and recover the Equipment both during the term of this Agreement and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of Neuron Pro Audio of any rights such person may have or acquire in the Equipment and a right for Neuron Pro Audio to enter onto such land or building to remove the Equipment;
- (l) not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Client shall notify Neuron Pro Audio and the Client shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify Neuron Pro Audio on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- (m) not use the Equipment for any unlawful purpose;
- (n) ensure that at all times the Equipment remains identifiable as being Neuron Pro Audio's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
- (o) deliver up the Equipment at the end of the Rental Period or on earlier termination of this Agreement to such address as Neuron Pro Audio requires, or if necessary allow Neuron Pro Audio or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment; and
- (p) not do or permit to be done anything which could invalidate the insurances referred to in clause 5.2.

6.4 The Client acknowledges that Neuron Pro Audio shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Client or its officers, employees, agents and contractors, and the Client undertakes to indemnify Neuron Pro Audio on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Client to comply with the terms of this Agreement.

7. CHARGES AND DEPOSIT

- 7.1 The Client shall pay the Charges to Neuron Pro Audio in accordance with the Payment Schedule. The Charges shall be paid in in pounds sterling and shall be made by bank transfer in cleared funds free from all withholding tax.
- 7.2 The Charges are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Client at the rate and in the manner from time to time prescribed by law.
- 7.3 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction as required by law).
- 7.4 If the Client fails to make any payment due to Neuron Pro Audio under this Agreement by the due date for payment as stated in the Rental Agreement, then, without limiting Neuron Pro Audio's remedies under clause 11, the Client shall pay interest on the overdue amount at the rate of 8% per annum above Barclay's Bank plc base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.
- 7.5 Where the Client is hiring the Equipment on a Dry Hire basis then the Deposit is payable as a 'damage deposit' against any loss of or damage caused to the Equipment during the Rental Period. In all other circumstances the Deposit is payable as a 'hire deposit' and constitutes confirmation by the Client of the hire of the Equipment.
- 7.6 The Client shall, on the date set out in the Rental Agreement, pay the Deposit to Neuron Pro Audio. If the Client is hiring Equipment on a Dry Hire basis and causes any loss or damage to the Equipment (in whole or in part), Neuron Pro Audio shall be entitled to apply the Deposit against such loss or damage. Where the Deposit is not applied by Neuron Pro Audio against any loss of or damage caused to the Equipment in accordance with this Agreement then the Deposit (or balance thereof) shall be refundable within five (5) Business Days of the end of the Rental Period. Where the Client is not hiring Equipment on a Dry Hire basis then Neuron Pro Audio will apply the Deposit against the Charges and the Rental Payments and the Payment Schedule will reflect the balance due.
- 7.7 Agreed expenses including for any Third Party Services procured by Neuron Pro Audio shall be invoiced in advance and payment made to Neuron Pro Audio before such expenses are due for payment to the relevant third parties.

8. PURCHASE OPTION

- 8.1 Where stated in the Rental Agreement or subsequently agreed with Neuron Pro Audio the Client shall, subject to clause 8.2, have the option, exercisable by not less than twenty (20) Business Days' written notice to Neuron Pro Audio, to purchase the Equipment on the last Business Day of the Rental Period at the Purchase Option Price. The purchase option price would be given on request.
- 8.2 The Purchase Option may be exercised only if all amounts due to Neuron Pro Audio under this Agreement up to the date of exercise of the Purchase Option have been paid in full by the Client.
- 8.3 Upon completion of the purchase of the Equipment under this clause 8, such title to the Equipment as Neuron Pro Audio had on the commencement date of this Agreement shall transfer to the Client. The Equipment shall transfer to the Client in the condition and at the location in which it is found on the date of transfer.

9. WARRANTY

- 9.1 Neuron Pro Audio warrants that the Equipment shall substantially conform to its specification (as made available by Neuron Pro Audio), be of satisfactory quality and fit for any purpose held out by Neuron Pro Audio. Neuron Pro Audio shall use its reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself within three (3) months from Delivery, provided that:
- (a) the Client notifies Neuron Pro Audio of any defect in writing within ten (10) Business Days of the defect occurring or of becoming aware of the defect;
 - (b) Neuron Pro Audio is permitted to make a full examination of the alleged defect;
 - (c) the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than Neuron Pro Audio's authorised personnel;
 - (d) the defect did not arise out of any information, design or any other assistance supplied or furnished by the Client or on its behalf; and
 - (e) the defect is directly attributable to defective material, workmanship or design.
- 9.2 Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by Neuron Pro Audio, the Client shall be entitled only to such warranty or other benefit as Neuron Pro Audio has received from the manufacturer.

- 9.3 If Neuron Pro Audio fails to remedy any material defect in the Equipment in accordance with clause 9.1, Neuron Pro Audio shall, at the Client's request, accept the return of part or all of the Equipment and make an appropriate reduction to the Rental Payments payable during the remaining term of the agreement and, if relevant and where the Equipment is hired on a Dry Hire basis, return any Deposit (or any part of it).
- 9.4 Without prejudice to clauses 5.2, 5.3 and 6.4 where there is a defect in the Equipment caused by the Client's acts or omissions then at the Client's request Neuron Pro Audio may (its sole discretion) replace the Equipment provided always that the Client reimburses Neuron Pro Audio on written demand for any costs or losses sustained or incurred by Neuron Pro Audio in collecting and repairing the Equipment and delivering the replacement and/or repaired Equipment to the Client.

10. LIABILITY

- 10.1 Without prejudice to clause 10.2, Neuron Pro Audio's maximum aggregate liability for breach of this Agreement (including any liability for the acts or omissions of its employees, agents and subcontractors/providers of Third Party Services), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed an amount equal to the Charges.
- 10.2 Nothing in this Agreement shall exclude or in any way limit:
- (a) either party's liability for death or personal injury caused by its own negligence;
 - (b) either party's liability for fraud or fraudulent misrepresentation; or
 - (c) liability for any breach of the terms implied by section 8 of the Supply of Goods (Implied Terms) Act 1973 or any other liability which cannot be excluded by law.
- 10.3 This Agreement sets forth the full extent of Neuron Pro Audio's obligations and liabilities in respect of the Equipment and its hiring and sale to the Client and the Services provided to the Client pursuant to these Conditions and/or the Rental Agreement. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on Neuron Pro Audio except as specifically stated in this Agreement. Any condition, warranty or other term concerning the Equipment and/or Services which might otherwise be implied into or incorporated within this Agreement, whether by statute, common law or otherwise, is expressly excluded.
- 10.4 Without prejudice to clause 10.2, Neuron Pro Audio shall not be liable under this Agreement for any:
- (a) loss of profit;

- (b) loss of revenue
- (c) loss of business; or
- (d) indirect or consequential loss or damage,

in each case, however caused, even if foreseeable.

11. TERMINATION

11.1 Without affecting any other right or remedy available to it, Neuron Pro Audio may terminate this Agreement with immediate effect by giving written notice to the Client if:

- (a) the Client fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than thirty days after being notified in writing to make such payment;
- (b) the Client commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty days after being notified in writing to do so;
- (c) the Client repeatedly breaches any of the terms of this in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- (d) the Client suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 **or** (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 **or** (being a partnership) has any partner to whom any of the foregoing apply;
- (e) the Client commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Client with one or more other companies or the solvent reconstruction of the Client;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Client (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Client with one or more other companies or the solvent reconstruction of the Client;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Client (being a company);

- (h) the holder of a qualifying floating charge over the assets of the Client (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the Client or a receiver is appointed over the assets of the Client;
- (j) the Client (being an individual) is the subject of a bankruptcy petition or order;
- (k) a creditor or encumbrancer of the Client attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Client's assets and such attachment or process is not discharged within 14 days;
- (l) any event occurs, or proceeding is taken, with respect to the Client in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1(d) to clause 11.1(k) (inclusive);
- (m) the Client suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (n) the Client (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

11.2 This Agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment.

12. CONSEQUENCES OF TERMINATION

12.1 Upon termination of this Agreement however caused:

- (a) Neuron Pro Audio's consent to the Client's possession of the Equipment shall terminate and Neuron Pro Audio may, by its authorised representatives, without notice and at the Client's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; and
- (b) without prejudice to any other rights or remedies of the Client, the Client shall pay to Neuron Pro Audio on demand:
 - (i) all Charges and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 7.4;
 - (ii) any costs and expenses incurred by Neuron Pro Audio in recovering the Equipment and/or in collecting any sums due under this Agreement (including any storage, insurance, repair, transport, legal and remarketing costs).

- 12.2 Upon termination of this Agreement pursuant to clause 11.1, any other repudiation of this Agreement by the Client which is accepted by Neuron Pro Audio or pursuant to clause 11.2, without prejudice to any other rights or remedies of Neuron Pro Audio, Neuron Pro Audio retains the right to demand from the Client (and in such event the Client shall pay to Neuron Pro Audio) a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the Agreement had continued from the date of such demand to the end of the Rental Period plus any charges for Services that are due and payable.
- 12.3 The sums payable pursuant to clause 12.2 shall be agreed compensation for Neuron Pro Audio's loss and shall be payable in addition to the sums payable pursuant to clause 12.1(b). Such sums may be partly or wholly recovered from any Deposit.
- 12.4 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

13. CHANGES TO A RENTAL AGREEMENT

13.1 Where the Client:

13.1.1 requests changes to the scope of the Services;

13.1.2 requests alterations to the Equipment which have been approved by Neuron Pro Audio prior to delivery;

then Neuron Pro Audio shall be entitled to increase the Charges set out in the Payment Schedule to reflect the additional work required/additional cost of the Equipment (if any). Neuron Pro Audio shall notify the Client of the increase in the Charges (the **Increase**) by giving notice to the Client at any time before delivery of the Equipment or the provision of the revised Services. The Client shall respond to the notification of the Increase promptly and approve or reject the Increase. Where the Client rejects the Increase then Neuron Pro Audio will be under no obligation to alter the scope of the Services or the Equipment. Where the Client accepts the Increase it will be liable to pay the Charges.

14. FORCE MAJEURE

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four weeks, the party not affected may terminate this Agreement by giving ten days' written notice to the affected party.

15. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

- 15.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of five years after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, Clients, clients or suppliers of the other party.
- 15.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 15; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.
- 15.4 All Intellectual Property Rights in or arising out of or in connection with the Services and/or in the Equipment which is designed by Neuron Pro Audio shall be owned by Neuron Pro Audio. The Client acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Client's use of any such Intellectual Property Rights is conditional on Neuron Pro Audio obtaining a written licence from the relevant licensor on such terms as will entitle Neuron Pro Audio to license such rights to the Client.

16. ASSIGNMENT AND OTHER DEALINGS

The Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of Neuron Pro Audio.

17. ENTIRE AGREEMENT

- 17.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.2 Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

17.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

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

18. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19. NO PARTNERSHIP OR AGENCY

19.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

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

20. FURTHER ASSURANCE

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement.

21. THIRD PARTY RIGHTS

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

22. NOTICES

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

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) by email to the email address notified to it by the other party.

22.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
- (c) if sent by email at 9.00 am on the next Business Day after transmission.

23. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

24. RIGHTS AND REMEDIES

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

25. SEVERANCE

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

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

26. GOVERNING LAW

This Agreement, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

27. JURISDICTION

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