

JOB NUMBER	2536 V8	PROJECT MANAGER	Alex Girdwood
QUOTE DATE :	15 December 2023	EVENT NAME	M&G - Londoner
CLIENT NAME	John Telfer	EVENT DATE	Monday, 29 January 2024
CLIENT COMPANY	Broadsword Event House	VENUE	The Londoner
CLIENT ADDRESS	Unit 20 Gardener Industrial Estate Kent House Lane Beckenham BR3 1QZ		

Event Brief

29th January

08:00-18:00 - 2 x tech, 1 x rigger,

30th January

09:00-19:00 – 1 x tech Show day one

31st January

08:30-18:30 – CONFERENCE 1 x tech 1.5 day

17:30-03:00 – DINNER

23:00-03:00 - 1 x rigger

Description	Qty.	Unit	Price
LX - Emergency Exit Signs			£16.00
2 x Emergency Exit Sign - Battery			
LX - Stage			£1,050.00
6 x Esprites			
LX - Effects			£136.00
2 x hazer			
LX - Set			£175.00
5 x LED Battens			
Entrance / Reception			£768.00
24 x Battery LED Uplight			
Control			£692.60
Chamsys LX Desk			
WDMX			
Buffer			
Artnet node / Switch			
Cable and Distribution (Soca, 16a, 15a, DMX)			£200.00
Allowance TBC			
Consumables			
LX Tape			
Gaffer Tape			
Cable Ties			
Services - Rig			£800.00
2 x Technician			

Description	Qty.	Unit	Price
Services - Show day 1			£400.00
1 x tech			
Services - Day 2 Show / Dinner			£600.00
1 x tech - Show @ 1.5 day			
Services - Derig			£520.00
1 x Technician			
Services - Transport			£480.00
Based on: 2 x Van delivery 2 x van collection From memory the loading bay and access road is very tight - could upgrade to a truck if preferred			
Features Lighting - Charlotte Sheffield			
Pixel Tape Squares			£1,200.00
3 x 600mm x 600mm pixel tape squares Black extrusion c/w opal diffusion Wireless Control Designed to slip internally to venue shelving Designed to be freestanding so can be deployable in other areas			
Alcove LED Dots			£449.20
Battery LED Dot 8 way kit Wireless control			
Neon Tubes - Stairwell			£1,245.20
Allowance for "neon tubes" 2 x 8 way kit - 1m 1 x 8 way kit - 50cm Wireless control			

Description	Qty.	Unit	Price
Chevrons			£493.20
4 x chevron made from 50cm tubes (8 way kit) Wireless control			
LED Uplights			£1,152.00
Battery LED Uplights x 36			
Staircase LED Tape			
Static LED Tape			£2,149.20
Staircase 1 - 8 rolls - 60 LED pm RGBWW 24v Staircase 2 - 4 x rolls - 60 LED pm RGBWW 24v 3 x PSU control box consumables			
Animated Pixel Tape			£3,249.20
Staircase 1 - 8 rolls - 60 LED pm RGB 24v Staircase 2 - 4 x rolls - 60 LED pm RGB 24v 3 x PSU control box consumables			
Features Lighting Labour			£1,600.00
4 x Technician @ Single Day			
M&G LED Sign 1.2m			£3,000.00
M&G LED Sign 1.2m width			
		Total (ex. VAT)	£20,375.60
		VAT (20%)	£4,075.12
		Total inc. VAT	£24,450.72

DCLX Ltd Terms & Conditions

1 Definitions

The following terms shall have the following meanings when used in these terms and conditions:

"DCLX" means DCLX Limited (registered number 06242467).

"Hirer" and "you" means the person, firm, company or other organisation specified in the Quotation, to whom DCLX is providing the Equipment and/or Services.

"Charges" means together the Rental Charges and Services Charges.

"Commencement Date" means the date the Hirer takes delivery of the Equipment.

"Contract" means a contract for the hire of the Equipment and/or the provision of the Services, incorporating the Quotation and these Terms and Conditions.

"Delivery" means delivery of the Equipment to or at the direction of the Hirer.

"Equipment" means the equipment to be supplied by DCLX or any individual item thereof.

"Quotation" means the quotation provided by DCLX in respect of the Hire of the Equipment and/or Services, which is incorporated in and forms part of these Terms and Conditions.

"Rental Charges" means the charges to be paid by the Hirer in respect of the hire of the Equipment, in such amounts and at such frequencies, as specified in the Quotation.

"Rental Period" means the period of Hire, commencing on the Commencement Date, as specified in the Quotation.

"Sales Item" means any product or thing supplied to you as a purchase where ownership transfers from DCLX to You upon receipt of cleared funds.

"Services" means the services to be provided by DCLX to the Hirer in connection with the Equipment, as specified in the Quotation.

"Services Charges" means the charges to be paid by the Hirer in respect of the Services, in such amounts and at such frequencies, as specified in the Quotation.

"Site" or "Venue" means the site or venue where the Equipment is to be used and/or Services are to be provided.

The headings in these conditions are for ease of reference only and shall not affect their interpretation.

2 Ownership

The Equipment shall at all times remain the property of DCLX. The Hirer shall have no right, title or interest in or to the Equipment other than as Hirer pursuant to these terms and conditions.

The Hirer shall not do or cause or permit to be done any matter or thing whereby the rights of DCLX in respect of the Equipment may be or are prejudicially affected.

3 Dry Hire *the following apply where Equipment is supplied without DCLX staff*

3.1 DCLX will supply the Equipment to the Hirer for use at the Site/Venue, subject to these terms and conditions.

3.2 The Hirer shall be responsible for any damage to the Equipment caused by the Hirer or by any person at the Hirer's event. The Hirer will be charged the full cost of repairs or replacements required, including (where necessary) the cost of replacing the Equipment on a new like for like basis.

3.3 It is the responsibility of the Hirer to ensure that the Equipment is suitable for use at the Site/Venue. No refunds will be issued for Equipment un-used due to restrictions imposed in respect of any Site/Venue. It is the Hirer's responsibility to inform DCLX (in advance) of any restrictions that may impede or restrict Equipment use.

3.4 DCLX reserves the right to supply equipment of a similar design to the Equipment.

3.5 All descriptions, drawings and specifications, particulars of weights and dimensions issued by DCLX are intended only to present a general idea of the Equipment and are approximate only and shall not form part of the Contract.

3.6 As from Delivery, the Hirer is responsible for any loss, damage or misuse of Equipment and should insure the Equipment for its full replacement value.

3.7 The Hirer shall be wholly responsible for and indemnify DCLX against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by DCLX as a result of any incident involving the Equipment.

3.8 The Hirer shall be wholly responsible for and indemnify DCLX against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by DCLX as a result of any breach or default on the part of the Hirer of any of these terms and conditions.

3.9 No plugs or wired connectors supplied with the Equipment may be changed or tampered with in any way.

3.10 All Equipment is to be returned in good condition.

3.11 All cables are to be returned coiled and taped with electrical tape. Failure to do so will result in a charge of £1 per cable.

3.12 Any blown lamps must be returned with the Equipment for inspection. Failure to do so will result in a replacement charge.

3.13 DCLX reserves the right to terminate any Contract if it considers the Equipment is being used inappropriately, unsafely, illegally or otherwise not in accordance with these terms and conditions. The Hirer shall nevertheless remain liable for the full Rental Charges and (where applicable) Services Charges should this occur.

3.14 The Hirer is responsible for any loss, damage or misuse of the Equipment and shall therefore keep the Equipment insured (as from Delivery and throughout the Rental Period) for its full replacement value with a reputable insurance company against loss or damage (including third party risks) for the full duration of the hire including delivery and collection. The Hirer shall on demand provide DCLX with the policy and insurance certificate. The Hirer shall not use or allow to be used the Equipment for any purpose not permitted by the terms and conditions of said policy or do or allow to be done any act or thing whereby the insurance may be invalidated.

3.15 Where any event or accident shall occur which affects the Equipment or the Hirer's obligations under these terms and conditions and which is a risk covered by the Hirer's insurance, the Hirer shall notify DCLX immediately. The Hirer shall hold any monies received by the same as DCLX directs.

3.16 DCLX shall use all reasonable endeavours to make delivery of the Equipment on the intended delivery date (as specified in the Quotation) but, for the avoidance of doubt, time is not of the essence and DCLX shall not be liable to the Hirer in the event of any delay.

3.17 The Hirer shall ensure that the Equipment is used and installed by competent and qualified personnel in a manner which complies with any applicable regulation, statute or order from time to time in force affecting the Equipment including but not limited to the Health and Safety at Work Act 1974 and any statutory amendment or replacement of it.

3.18 Should the Hirer require the Equipment beyond the initial Rental Period the Hirer must apply to DCLX for such an extension. Should such an extension be accepted by DCLX the Hirer must signify its agreement to a new quotation which shall form a new hire stating the extension terms.

3.19 If the Equipment is not made available for collection or returned to DCLX at the end of the Rental Period as agreed, it shall be deemed with immediate effect to be placed back on hire and the then full daily rate shall apply until such time as DCLX can collect the Equipment at its convenience.

4 Event / Production Hire *In addition to condition 3 the following apply where Equipment is supplied together with Services to be provided by DCLX Staff*

4.1 DCLX shall provide the Services in accordance with these Terms and Conditions.

4.2 Only DCLX staff and authorised personnel may operate the Equipment. Under no circumstances may unauthorised personnel attempt to use, move or tamper with any Equipment. We are not liable for damage to property or injury to persons caused by third party intervention.

4.3 All Hirers shall take out public liability insurance suitable for all activities that their event undertakes and insurance for the Equipment.

4.4 Any cancellations or requested changes to the Contract must be notified at least 7 days prior to the intended date of Delivery. Failure to do so will incur a charge of 50% of the Charges, where notice is received up to 3 days prior to the date of the event. Cancellations or changes where notice is received within 3 days of the intended date of Delivery will incur the full Charges..

4.4 DCLX reserves the right to recharge additional costs of delivery and collection including, but not limited to waiting time, parking fines and toll charges.

5 Charges

5.1 The Hirer shall pay the Rental Charges and (where applicable) the Services Charges as specified in the Quotation.

5.2 All invoices in respect of Rental Charges or Services Charges are due by the "payment terms" stated and calculated from the "invoice date" detailed on the invoice. Time shall be of the essence in respect of the payment of all sums due.

5.3 The Hirer shall pay any packing and delivery charges where appropriate.

5.4 DCLX reserves the right to charge the Hirer interest at the rate of 4% per annum above the base rate of Lloyds Bank plc on all invoices which are not paid in accordance with condition 5.1, such interest being calculated from the due date until actual payment compounded quarterly and to be payable as well after as before any judgement obtained in respect thereof.

6 Warranties

6.1 DCLX warrants that the Equipment shall substantially conform to its specification in accordance with the Quotation, be of satisfactory quality and fit for the purpose specified by DCLX. DCLX shall use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself within 24 hours from Delivery, provided that:

the Hirer notifies DCLX of any defect as soon as possible after discovery; and

the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than DCLX's authorised personnel;

6.2 DCLX fails to remedy any material defect in the Equipment in accordance with clause 6.1, DCLX shall, at the Hirer's request, accept the return of part or all of the Equipment and make an appropriate reduction to the Rental Charges payable during the remaining term of the Rental Period.

6.3 DCLX warrants that the Services will be provided with all reasonable skill and care.

6.4 Where an individual is booking Equipment or Services on behalf of an organisation, they are confirming to DCLX that they have the proper authority to do so and thereby commit that organisation to entering into a Contract with DCLX.

6.5 Bespoke manufactured hardware supplied by DCLX and purchased by you as a 'sales item' is designed and built using components which come with a 1 year warranty from DCLX suppliers unless otherwise stated. Any component that fails within the component's warranty period will be replaced under warranty. The customer will be liable for charges incurred by DCLX to replace the faulty component.

6.6 Equipment supplied by DCLX and purchased by you as a 'sales item' have a 1 year warranty from DCLX suppliers unless otherwise stated. If the equipment fails within the warranty period then the hardware will be replaced under warranty (in accordance with the manufacturer's warranty terms). The customer will be liable for charges incurred by DCLX to replace the faulty equipment.

7 Liability

7.1 Without prejudice to clause 7.2, DCLX's maximum aggregate liability for breach of these terms and conditions (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the amount of the Charges.

7.2 Nothing in these terms and conditions shall exclude or in any way limit:

7.2.1 either party's liability for death or personal injury caused by its own negligence; or

7.2.2 either party's liability for fraud or fraudulent misrepresentation.

7.3 The Contract sets forth the full extent of DCLX's obligations and liabilities in respect of the Equipment and its hiring to the Hirer and (where applicable) the provision of the Services. 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 DCLX except as specifically stated in the Contract. Any condition, warranty or other term concerning the Equipment or the provision of the Services, which might otherwise be implied into or incorporated within the Contract, whether by statute, common law or otherwise, is expressly excluded.

7.4 Without prejudice to clause 7.2, DCLX shall not be liable for any:

7.4.1 loss of profit;

7.4.2 loss of revenue

7.4.3 loss of business; or

7.4.4 indirect or consequential loss or damage,

in each case, however caused, even if foreseeable.

8 General

8.1 A verbal or written acceptance by the Hirer of any Quotation shall, once accepted by DCLX, bring into force a binding Contract for the Hire of the Equipment and/or provision of the Services.

8.2 These Terms & Conditions shall apply to all Contracts between DCLX and the Hirer to the exclusion of all other terms and conditions referred to, offered or relied on by the Hirer.

8.3 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed by DCLX in writing.

8.4 By accepting the Equipment at the Site the Hirer is agreeing to these Terms and Conditions unless otherwise agreed in writing.

8.5 No Neglect, delay or indulgence by DCLX in enforcing a Contract shall prejudice the rights of DCLX or be construed as a waiver.

8.6 The Hirer shall not assign or otherwise transfer all or any part of a Contract.

8.7 The Hirer hereby waives all and any future claims and rights of set off against sums due to DCLX regardless of any equity, set off or counter-claim on the part of the Hirer against DCLX.

8.8 These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of England.

9 Severance

If any Term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

10 Force Majeure

Although DCLX shall use all reasonable endeavours to discharge its obligations under a Contract in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.

11 Termination

11.1 Where there is no fixed Rental Period specified in the Quotation, the period of hire may be terminated by either party giving to the other 7 days' notice in writing and the Hirer's obligations under this agreement shall continue until the Equipment is returned to DCLX.

11.2 If the Hirer defaults in the prompt payment of any sum due under the Contract or is otherwise in breach of any of these terms and conditions, or is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or if the Hirer shall do or cause to be done or permit or suffer any act or thing whereby the rights of DCLX over the Equipment may be prejudiced or put in jeopardy, DCLX shall be entitled to terminate the hire immediately by notice in writing to the Hirer and it shall thereupon be lawful for DCLX to retake possession of the Equipment and for that purpose to enter into or upon any premises where the same may be and the termination of the hire under this clause shall not affect the right of DCLX to recover from the Hirer any monies due to DCLX under the Contract or damages for breach thereof.

11.3 DCLX shall have the right to terminate a Contract forthwith by giving notice in writing if the Hirer;

11.3.1 Fails to make payment of any sum in accordance with Condition 5; or

11.3.2 Shall commit any other material breach of its obligations hereunder and shall not within 14 days of notice of such breach remedy the same; or

11.3.3 Shall enter into liquidation whether compulsorily or voluntarily otherwise than for the purpose of amalgamation or reconstruction without insolvency or shall compound or make any arrangement with its creditors or shall be the subject of an application for an administration order or shall be subject of any proposal under Part 1 of the Insolvency Act 1996 for a composition in satisfaction of its debts.

12 Consequences of Termination

12.1 Any termination of a Contract (howsoever occasioned) shall not affect any accrued rights or liabilities of either party.

12.2 On termination of a Contract (howsoever occasioned) the Hirer shall no longer be in possession of the Equipment with DCLX's consent and shall unless otherwise agreed with DCLX forthwith return the Equipment to DCLX in good working order.

12.3 On termination of a Contract (howsoever occasioned), the Hirer shall on demand pay all outstanding Charges, together with any accrued interest, and any costs and expenses incurred by DCLX in recovering the Equipment.

DCLX Limited, Unit 12, Klinger Industrial Park, Edgington Way, DA14 5AF

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