GSL EVENTS LTD – TERMS & CONDITIONS

GSL Events Ltd
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Company Registration Number: 16135784

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In these Terms & Conditions:

a) **Agreement** means the contract between GSL Events Ltd ("we", "us", "our") and the Client for the supply of goods and/or Services, incorporating these Terms & Conditions.

b) **Client** means any individual or entity engaging GSL Events Ltd.

c) **Business Client** means a Client acting in the course of trade, business, profession, charity, or organisational activity.

d) **Private Client** means a Client acting for personal, domestic and non-business purposes (a consumer).

e) **Services** means all services provided by GSL Events Ltd, including but not limited to sound, lighting, staging, video, power and event production.

f) **Equipment** means all equipment supplied, hired, installed or operated by GSL Events Ltd.

g) **Hire Period** means the period from delivery or collection of Equipment until its return and acceptance by GSL Events Ltd.

h) **Venue** means the location at which the Services are provided or Equipment is used.

i) **High-Value Equipment** means Equipment with a total replacement value exceeding £10,000 for any single booking.

j) **Force Majeure** means any event beyond reasonable control, including adverse weather, government action, pandemics, industrial action or venue restrictions.

1.2 Business Client Clarification

For the avoidance of doubt, a Client shall be treated as a Business Client where the Services are obtained wholly or mainly for the purposes of an organised event, public performance, festival, ticketed event, promotional activity, or any activity undertaken in the course of trade, business, charity, community or organisational purposes, regardless of whether the Client operates for profit or signs the Agreement in a personal capacity.

1.3 Interpretation

Headings are for convenience only and do not affect interpretation.

2. ACCOUNT STATUS & PAYMENT TERMS

2.1 Default Payment Basis

All bookings operate on a payment-in-advance basis unless a credit account is approved under clause 2.3.

2.2 Payment in Advance

Unless agreed otherwise in writing, full payment is required before:

a) delivery or collection of Equipment;

b) installation or commencement of Services; and

c) attendance on site by GSL Events Ltd personnel.

2.3 Credit Accounts (Business Clients Only)

a) Credit facilities are available to Business Clients only, subject to approval.

b) Approved credit terms are 14 days from invoice date unless otherwise agreed in writing.

c) Credit facilities are not available to Private Clients.

2.4 No Implied Credit

Credit terms shall not be implied by previous dealings, verbal discussions or acceptance of an order.

2.5 Withdrawal of Credit

GSL Events Ltd may withdraw or suspend credit facilities at any time without prejudice to any other rights or remedies.

Where any sum is overdue, all outstanding invoices and future invoices may, at GSL Events Ltd's discretion, become immediately due and payable.

2.6 Late Payment, Interest and Debt Recovery

a) Time for payment shall be of the essence.

b) Where any invoice remains unpaid after its due date, GSL Events Ltd reserves the right to charge interest on the overdue amount from the due date until payment is received in full, whether before or after judgment.

c) For Business Clients, interest shall accrue at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998, being the applicable Bank of England base rate plus 8%, or such other rate as may be prescribed by law from time to time.

d) GSL Events Ltd reserves the right to claim fixed compensation and reasonable debt recovery costs recoverable under the Late Payment of Commercial Debts (Interest) Act 1998.

e) For Private Clients, GSL Events Ltd may charge interest on overdue sums at a rate not exceeding 4% per annum above the Bank of England base rate where permitted by law and where reasonable notice has been given.

f) Any payment received may be applied against interest, compensation, recovery costs and principal sums in such order as GSL Events Ltd determines.

g) The Client shall reimburse GSL Events Ltd for reasonable costs incurred in recovering overdue sums, including debt collection charges, tracing fees, legal fees and court costs to the extent recoverable by law.

h) GSL Events Ltd may suspend or withhold further Services, Equipment hire, deliveries, site attendance, support services or future credit facilities until all overdue amounts have been paid in full.

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3. PRICING, DEPOSITS & PAYMENT

3.1 Prices and VAT

All prices are exclusive of VAT unless stated otherwise. VAT shall be charged at the prevailing rate.

3.2 Booking Deposit

a) A 20% Booking Deposit is required for all bookings.
b) The Booking Deposit is payable on acceptance of the quotation.
c) No booking is confirmed until cleared funds are received.
d) The Booking Deposit shall be deducted from the final invoice.

3.3 Nature of the Booking Deposit

The Booking Deposit represents a genuine pre-estimate of losses incurred through reserving resources, advance planning and declining alternative bookings. Nothing in this clause is intended to operate as a penalty.

3.4 Balance Payments

Unless otherwise agreed in writing:
a) Event Production balances are due no later than 7 days before the event start date; and
b) Dry Hire balances are due before collection or delivery.
GSL Events Ltd may withhold delivery, installation, attendance or support until payment is received in full.
Where payment is not received by the due date, GSL Events Ltd may suspend performance of the Agreement, refuse delivery or site attendance, remove personnel from site and/or terminate the Agreement without liability for any loss arising from such suspension or termination.

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4. HIRE TERMS

4.1 Ownership and Risk

a) All Equipment remains the property of GSL Events Ltd.
b) Risk passes to the Client for the duration of the Hire Period.

4.2 Client Responsibilities

The Client shall:
a) take reasonable care of all Equipment;
b) provide suitable security, access and operating conditions; and
c) notify GSL Events Ltd promptly of any issues affecting the hire.

4.3 Use of Equipment

For Dry Hire Equipment, the Client is responsible for operation and use. GSL Events Ltd is not liable for loss, damage or injury arising from misuse, except where caused by proven negligence.

4.4 Returns

a) Late returns may incur additional hire charges.

b) Equipment not returned within 48 hours of the agreed return date may be charged up to its replacement value.

4.5 Loss or Damage

The Client is responsible for loss of or damage to Equipment and shall be liable for the reasonable cost of repair or replacement.

4.6 Insurance

a) Where High-Value Equipment is supplied, the Client shall ensure appropriate insurance is in place covering loss, theft and damage for the full replacement value during the Hire Period unless otherwise agreed in writing.

b) Upon request, the Client shall provide reasonable evidence of such insurance prior to delivery or collection.

c) Where the Client is unable to provide insurance, GSL Events Ltd may, at its discretion:

i) arrange insurance on the Client's behalf and charge the reasonable cost;

ii) require an increased deposit or security; or

iii) decline to supply the High-Value Equipment.

d) This clause does not affect the Client's liabilities under clause 4.5.

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5. CANCELLATIONS

5.1 Cancellation by the Client

If a booking is cancelled, the following charges apply as a percentage of the total quoted value:

Equipment Hire

a) 30 or more days before hire: 20%

b) 14 to 29 days before hire: 25%

c) 2 to 13 days before hire: 50%

d) Within 48 hours of hire: 100%

Event Production & Services

e) 30 or more days before the event: 20%

f) 14 to 29 days before the event: 50%

g) Within 14 days of the event: 100%

5.2 Application of Booking Deposit

The Booking Deposit shall be retained and credited against any cancellation charges due.

5.3 Third-Party Costs

Any non-recoverable third-party costs incurred are payable in full in addition to cancellation charges.

5.4 Mixed Bookings
Where a booking includes both hire and Event Production Services, the higher applicable cancellation charge shall apply.

5.5 Consumer Cancellation Rights
Where the Client is a Private Client and the Agreement is concluded at a distance or off-premises, statutory cancellation rights apply under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

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6. EVENT PRODUCTION & CLIENT OBLIGATIONS

6.1 Client Responsibilities
The Client is responsible for venue suitability, permissions, licences, legal compliance, and for providing safe access, power and working conditions.

6.2 Delays
GSL Events Ltd is not responsible for delays or failures caused by the Client or venue restrictions.

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7. SALES & INSTALLATION

7.1 Retention of Title
Title to any goods supplied by GSL Events Ltd shall not pass to the Client until all sums due under the Agreement have been paid in full.
Until ownership passes, the Client shall:
a) store the goods separately and clearly identify them as the property of GSL Events Ltd;
b) keep the goods insured against loss or damage; and
c) not sell, pledge, charge or otherwise dispose of the goods without prior written consent from GSL Events Ltd.
GSL Events Ltd may recover any goods in respect of which ownership has not passed and the Client grants an irrevocable licence for GSL Events Ltd to enter any premises where such goods may be located for that purpose.

7.2 General Sales and Installation Provisions
Quotations are valid for 30 days unless stated otherwise.
The Client is responsible for structural suitability.
Manufacturer warranties apply where relevant.
GSL Events Ltd is not liable for damage caused by misuse or unauthorised modification after handover.

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8. LIMITATION OF LIABILITY

8.1 Non-Excludable Liability
Nothing limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or liabilities that cannot be excluded by law.

8.2 Limitation

Subject to clause 8.1, GSL Events Ltd's total liability shall not exceed the total charges paid or payable under the Agreement.

8.3 Exclusions

GSL Events Ltd is not liable for indirect or consequential loss, weather conditions, power failure, third-party equipment or matters outside the agreed scope of work.

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9. FORCE MAJEURE

GSL Events Ltd shall not be liable for failure or delay caused by Force Majeure.
Payments made may be retained to cover costs reasonably incurred.
Reasonable efforts will be made to reschedule where practicable.

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10. GOVERNING LAW & SEVERABILITY

These Terms & Conditions are governed by the laws of England and Wales.
If any provision is found to be unenforceable, the remaining provisions shall remain in full force and effect.

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11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, understandings and representations.

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12. VARIATION & WAIVER

No variation is effective unless agreed in writing.
Failure to enforce any right or remedy shall not constitute a waiver of that right or remedy.

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13. ASSIGNMENT

The Client may not assign, transfer or subcontract the Agreement without the prior written consent of GSL Events Ltd.
GSL Events Ltd may assign or transfer the Agreement where reasonably required.

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14. NOTICES

All notices shall be in writing and sent by email or post to the addresses stated in the Agreement or otherwise notified by the receiving party.

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15. ACCEPTANCE

Acceptance of a quotation, payment of a Booking Deposit, payment of any invoice, issue of a purchase order, instruction to proceed, engagement of GSL Events Ltd, or acceptance of any Services shall constitute acceptance of these Terms & Conditions.

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