

# Stage hire and event services agreement

Draft for legal review | Version 1.0 | 23 October 2026 | England and Wales

**IMPORTANT DRAFT STATUS. This is an unsigned template for discussion and legal review. It is not an offer, a booking confirmation, a completed safety assessment or an insurance policy. Before use, complete the supplier identity, all relevant schedules and prices, obtain a solicitor's review and check the insurance and technical requirements with the relevant professionals. No booking is created by viewing, downloading or filling in this draft.**

The agreement is intended for hire of a full stage with wings or a shortened stage without wings, optional lighting and sound equipment, sound engineer support and a firework display managed by the Supplier. It distinguishes customer-operated equipment from work that remains under the Supplier's control. The legal contracting party must be identified below; a website address or trading name alone is insufficient.

## 1 Parties and definitions

1.1 The Supplier is [full legal name, company number if applicable, registered or principal business address], trading as [confirmed trading name], with contact email [email], telephone [number] and VAT number [if registered]. The Customer is the individual or organisation identified in Schedule A. If the Supplier is a partnership, identify its partners and service address; if a sole trader, identify that individual. Do not use only The Wooden Stage or Woodland Stage as the legal party.

1.2 Equipment means the stage and each hired item identified in Schedule B, including cases, cables, fittings and accessories. Services means only the delivery, installation, lighting, sound support, engineering, collection and managed fireworks expressly included in Schedule A. The Site is the agreed venue and approved working area. The Hire Period, event times, custody times and approved users are recorded in the schedules.

1.3 A Consumer is an individual acting wholly or mainly outside their trade, business, craft or profession. A Business Customer is any other Customer. The Customer's actual purpose determines this status; selecting a box cannot remove statutory consumer rights. A corporate signatory signs for the named organisation, not as a personal guarantor.

1.4 In writing includes email and an electronic document that can be saved. A Working Day is Monday to Friday excluding public holidays in England. The Booking Confirmation means the Supplier's written acceptance containing the completed Schedule A and the agreed contract version and attachments. Security Deposit means a refundable sum held against properly evidenced liabilities; it is distinct from an advance payment towards the Price.

## 2 Booking and contract documents

2.1 Before acceptance the Supplier must provide these terms, the completed booking specification, total Price and payment dates, material technical and access requirements, applicable cancellation information and any agreed insurance requirement. The Customer must have a reasonable opportunity to read and retain them. Quotes expire on the date stated and are subject to availability until accepted.

2.2 A contract is formed only when both parties have signed or otherwise expressly accepted the same completed booking specification and these terms, the stated advance payment has been received if required, and the Supplier has issued the Booking Confirmation. A payment received before acceptance must be

returned promptly if the Supplier does not accept. An enquiry, automated acknowledgement or website preview is not acceptance. No equipment is reserved unless expressly confirmed.

2.3 The agreement consists of the Booking Confirmation, these terms and the completed schedules and attachments identified by title, date and version. A specifically agreed variation in Schedule A takes priority over an inconsistent general term only if lawful and expressly accepted by both parties. Consumer rights and binding pre-contract information prevail. A safety instruction controls how work is performed but does not itself change the Price or financial allocation of risk.

2.4 Customer purchase order terms do not replace these terms without express written agreement. Later website edits do not amend an existing booking. Each party must keep the accepted version and booking record. Ambiguous consumer terms are interpreted as required by law.

### **3 Scope and equipment specification**

3.1 Schedule A must identify either the full stage with wings or the shortened stage without wings, the equipment and Services selected, performance timings and exclusions. Photographs illustrate the configuration shown; they do not establish dimensions, structural capacity, weather limits or included equipment. Confirm the final specification before booking.

3.2 Stage erection, structural alterations, anchoring, ballast, roof work, dismantling, rigging and mains distribution work remain the Supplier's responsibility unless a separately documented competent contractor arrangement is approved in writing. Self-setup permission for sound or lighting does not authorise any of those activities. The stage must not be moved or used before the Supplier releases it for use.

3.3 No materially different or lower specification substitute may be supplied without the Customer's agreement. The Supplier may offer an equivalent substitute; if a material change is unacceptable and the original supply cannot be provided, clause 18 applies. Additional work, overtime and extras require an agreed written price or calculation before it is incurred, except immediate steps reasonably needed to make a dangerous situation safe. Any recoverable emergency cost remains subject to fault, reasonableness and consumer law.

### **4 Price and payment**

4.1 Schedule A must state the Price in pounds sterling, itemised Services, delivery and collection, any VAT and the total payable. Consumer prices must include all unavoidable charges and applicable taxes. Specify the advance payment, balance date, Security Deposit and any agreed rates for additional hire or crew time. A blank charging field does not authorise the Supplier to invent a rate later.

4.2 An advance payment is credited against the Price and is not automatically non-refundable. Cancellation treatment is governed by clauses 16 to 19. A Security Deposit is not a limit on liability and is not a fee or an automatic forfeiture. No additional payment is due merely because a box is preselected or an extra appears on an invoice.

4.3 The Customer must pay undisputed sums by the agreed dates using the stated method. The Customer should raise invoice errors promptly; a genuine dispute does not waive rights and only the reasonably disputed part may be withheld. The parties must seek to resolve it without delaying undisputed payments. The Supplier may suspend future performance for material non-payment only after reasonable notice and an opportunity to remedy, subject to clause 20 and any essential safety duties.

4.4 For a Business Customer only, the Supplier may claim statutory late payment interest and compensation to the extent the law then permits. No alternative contractual interest rate is set by this draft. For a Consumer there is no automatic late fee or interest under this agreement; only a reasonable, evidenced recovery cost that is lawfully recoverable may be sought. There is no general authority to charge a stored payment card for damage or disputed sums.

## 5 Security Deposit and deductions

5.1 Schedule A must state any Security Deposit and the reasons for its amount, taking account of the agreed equipment value, custody and insurance. A deposit requirement must be disclosed before booking. The Supplier must not treat the deposit as permission to charge for all damage irrespective of cause.

5.2 Within 10 Working Days after collection or agreed return, the Supplier must inspect the Equipment and return the deposit or provide a written itemised proposed deduction supported by photographs, the handover records and reasonable estimates or invoices. If specialist assessment is reasonably needed, explain the delay within that period and give updates at least every 10 Working Days. Return the undisputed balance within the original period.

5.3 The Customer has at least 10 Working Days after receiving the evidence to comment. The Supplier must genuinely consider the response and explain any remaining disagreement. Retain only the sum reasonably related to the unresolved claim, resolve it promptly and refund any excess without delay. These administrative periods do not shorten statutory complaint or claim periods. A deposit deduction is not conclusive evidence of liability.

## 6 Site information and permissions

6.1 The Customer must provide accurate information within their knowledge about landowner consent, access, gates, gradients, vehicle routes, ground bearing capacity information, drainage, underground and overhead services, buildings, trees, public areas, nearby homes and livestock, power sources and relevant venue restrictions. Disclose known hazards and changes promptly. The Supplier must identify information needed to assess its work and must not rely on the Customer to certify structural or technical matters outside the Customer's competence.

6.2 The Supplier must assess suitability for its equipment and activities and identify any survey, engineered design, ground investigation or specialist assessment required before acceptance or mobilisation. The Supplier must not proceed where safety-critical information is missing. Schedule C records the agreed site plan, responsibility for each permission or licence, deadlines and unresolved conditions. Neither party transfers its statutory duties to the other by this contract.

6.3 Unless agreed otherwise, the Customer arranges landowner and venue consent, event permissions within its role, stewarding, audience management, first aid and emergency access. The Supplier obtains authorisations needed for its own specialist work and personnel, including its firework operation. Responsibility for event licensing, amplified music, noise and relevant notifications must be allocated expressly in Schedule C or D. The Supplier must cooperate and supply reasonably required technical information.

## 7 Delivery and access

7.1 Schedule A must state agreed arrival, setup, soundcheck, release, performance, shutdown, dismantling and collection windows. The Customer must provide the agreed clear, safe access and a named representative. The

Supplier must allow reasonable planning time and use suitable vehicles, personnel and methods for the disclosed conditions.

7.2 If access or site conditions differ materially, the parties must assess safe alternatives. The Supplier must explain any delay and proposed cost. Additional charges caused by Customer breach are limited to reasonable foreseeable loss, supported by evidence and reduced by savings. There is no charge for delay caused by the Supplier's own fault. No unsafe access route or installation may be used simply to preserve a programme time.

7.3 The Supplier must use reasonable care to avoid damage to land and property and agree any ground protection in advance. The Customer is not accepting all ground or property damage by permitting access. Existing conditions and anticipated unavoidable effects should be photographed and agreed. Liability for actual damage follows clause 21.

## **8 Setup handover and condition records**

8.1 The Supplier must inspect the Equipment, provide relevant operating instructions and safety limits, and for Supplier-installed work record completion and release for use in Schedule F. The Customer's representative must be given an opportunity to inspect, identify defects and photograph the condition. Record serial numbers, item values, quantities, accessories and pre-existing damage in Schedule B.

8.2 Signing a handover records apparent condition and receipt; it does not certify hidden defects, waive statutory rights, approve defective work or establish liability for later loss. Missing signatures do not prove satisfactory condition. The Supplier must retain evidence of its inspection, delivery, release and collection.

8.3 If a fault or safety concern appears, stop using the affected item, isolate it only if safe, keep people clear and contact the Supplier using the agreed emergency contact. Do not continue in a way likely to worsen damage. The Supplier must respond reasonably, investigate and, where appropriate, repair, replace, repeat a service or provide a price reduction or refund. Emergency services should be contacted where necessary.

## **9 Customer use of hired equipment**

9.1 Only the users and equipment expressly approved for self-setup in Schedule B may be customer-operated. The Supplier must explain relevant controls, power requirements, handling, weather protection and limitations and must not hand over equipment unsuitable for the agreed intended use. The Customer must use appropriately competent people and follow those reasonable instructions.

9.2 Do not overload, modify, repair, open sealed enclosures, remove identification, alter protection devices, move structural components, attach banners or suspended loads, or connect additional equipment without written approval. No subhire, sale, pledge or transfer of possession is permitted without consent. Keep food, liquids and unauthorised people away from sensitive equipment and store cases and accessories as instructed.

9.3 Agree power capacity, connection points, protective devices and cable routes in Schedule C. Fixed electrical connections and specialist electrical work must be carried out by persons competent for that task. The Customer must not be asked to self-certify an electrical installation. The Supplier remains responsible for the safety and suitability of the equipment and work it supplies.

## **10 Custody security and insurance**

10.1 The Equipment remains the Supplier's property or the property of its disclosed owner. Schedule B must identify when each item enters and leaves Customer custody and any periods controlled exclusively by the

Supplier. Customer custody starts on documented handover and ends on actual collection or agreed return, subject to clause 15. The Customer must take reasonable care throughout that period, including agreed secure overnight storage and access control.

10.2 A Consumer is liable only for reasonably foreseeable loss caused by the Consumer's breach of this agreement or failure to take reasonable care, including the acts of people the Consumer authorises to handle equipment where responsibility is legally attributable. Mere presence of an attendee, vandalism or theft does not automatically establish liability. The Consumer is not an insurer of every event.

10.3 A Business Customer bears the risk of accidental loss, theft and damage during its agreed custody, including responsibility for its staff and authorised contractors, except to the extent caused by the Supplier or its personnel, an inherent defect, ordinary wear and tear, agreed use or matters under the Supplier's exclusive control. This business risk allocation must be brought to the Customer's attention before acceptance and aligned with the agreed hired-in equipment insurance. Without an agreed custody allocation, liability follows breach, negligence and applicable law rather than an assumed all-risks transfer.

10.4 Schedule A must state the insurance each party is to maintain, applicable limits, excesses, exclusions and evidence required. The Supplier must maintain cover appropriate to its activities, including managed fireworks where selected, and legally required cover. No policy or insured limit is promised unless recorded and verified. The Customer must obtain any expressly agreed hired-in equipment or event cover before taking custody; a consumer requirement must be proportionate and disclosed before booking. The Supplier must not describe a Security Deposit as insurance.

10.5 Insurance does not remove either party's legal duties or justify double recovery. The parties must cooperate with reasonable claims requirements and preserve evidence. The Supplier must credit insurance recoveries, salvage and amounts recovered from third parties against the same loss. No damage waiver is included unless separately and clearly agreed with its scope and exclusions.

## **11 Loss theft damage and valuation**

11.1 Notify the Supplier promptly of loss, theft or material damage, protect the remaining equipment and report suspected crime to the police when appropriate. Do not admit liability on the Supplier's behalf. Preserve photographs, relevant records and witness details, subject to data protection law.

11.2 Where the Customer is liable, the Supplier may recover reasonable evidenced repair and necessary transport or assessment costs. If repair is uneconomic or an item is lost, compensation is limited to the reasonable value of an equivalent item of comparable age, condition and specification immediately before the loss, allowing for wear, depreciation and salvage. A scheduled value is a disclosed reference or agreed insurance value, not an automatic new-for-old penalty or an admission that every item is worth that amount.

11.3 Where reasonably necessary, a suitable equivalent replacement may be purchased, but the claim must account for betterment. The Supplier must provide evidence and mitigate its loss. Normal cleaning and fair wear are included. Exceptional cleaning caused by misuse may be charged at reasonable evidenced cost. VAT may be included in a claim only to the extent it is an actual irrecoverable loss or legally chargeable.

11.4 Reasonable foreseeable loss of hire may be claimed only where proved, caused by the relevant breach or risk allocation, and limited to the reasonable repair or replacement period after mitigation. The Supplier must not charge continuing hire indefinitely, recover a full replacement value plus the same loss again, or treat the deposit as an additional penalty. A disputed loss must follow the evidence process in clause 5.

## 12 Sound lighting and engineer support

12.1 Schedule A must distinguish equipment-only hire, Supplier setup, soundcheck and attended engineer services, including hours and breaks. A sound engineer is responsible for the agreed sound work, not general event management, crowd control or artist management unless expressly agreed. The Supplier remains responsible for competent personnel and its subcontracted Services.

12.2 The Customer must supply the agreed performer requirements, running order, input list and technical contact in time for planning. Changes require consultation; the Supplier must not be required to exceed safe equipment limits, venue restrictions or agreed service hours. Music and content permissions are allocated in Schedule C. The Supplier does not promise a particular subjective sound or atmosphere beyond the agreed specification and reasonable care and skill.

12.3 Agree sound limits, monitoring responsibility, curfew and the person authorised to reduce levels. Supplier personnel may reduce output or stop affected equipment where reasonably necessary for safety or legal compliance and must explain the reason. Any financial adjustment follows the cause of the restriction, actual performance and clauses 17 to 21.

## 13 Managed fireworks only

13.1 Fireworks are supplied solely as a service managed by the Supplier and its appointed competent display personnel. No fireworks, firing systems or pyrotechnic stock are hired or handed over for the Customer or guests to transport, store, install, ignite, operate or dispose of. Customer self-setup permission for sound or lighting never extends to fireworks. The Supplier remains contractually responsible for any display subcontractor it appoints.

13.2 No display is confirmed until Schedule D identifies the operator, agreed display, assessed site plan, exclusion and fallout areas, stewarding responsibilities, relevant permissions and notifications, suitable insurance evidence, emergency arrangements and weather decision process. The display team retains control of firing, stock, misfires and clearance. The Customer must keep people, vehicles and unauthorised materials outside the agreed controlled areas and follow evacuation instructions.

13.3 The display lead must assess site conditions and may delay, modify or stop the display where reasonably necessary for safety or legal compliance. The Customer cannot require firing in unsafe conditions. The Supplier must explain and record the decision and consider safe alternatives with the Customer. Neither the existence of an advertised display nor payment overrides that decision.

13.4 Schedule D must itemise planning, materials committed to the event, mobilisation, personnel and firing elements, and state a fair cancellation or postponement calculation for a display that cannot proceed. There is no automatic rule that the entire display price is retained after mobilisation. Refunds must reflect work actually performed, lawful and reasonable irrecoverable costs, savings, reuse or resale and responsibility for the cause, without overriding consumer rights or clause 19.

## 14 Event safety and weather

14.1 The Supplier is responsible for safe design, installation and operation within its scope, its relevant RAMS, competent supervision and safety-critical inspections. The Customer coordinates overall event arrangements within its control and manages attendees, emergency routes and agreed stewarding. Both parties must cooperate with the venue and other contractors. This agreement is not a substitute for site-specific assessments, engineering documents or statutory duties.

14.2 Schedule C must record the actual equipment configuration, approved loads and occupancy where relevant, anchoring or ballast design, weather and wind limits, monitoring method, responsible people, evacuation triggers and shutdown plan. These must come from competent technical assessment and applicable equipment information. No generic wind speed, ballast mass or firework separation distance is supplied by this agreement.

14.3 The Supplier may refuse release, restrict access or suspend affected work on reasonable safety grounds. Give notice and reasons where practicable, document the decision and take reasonable steps to minimise disruption. The parties must comply with a lawful instruction from a competent authority. A safety stop alone does not determine who bears the financial loss; apply clauses 17 to 21 and the completed schedules.

## **15 Return collection and extended hire**

15.1 Keep Equipment available at the agreed location and time, with accessories and reasonable cleaning completed. The Supplier must collect within the agreed window. Record returned quantities and apparent condition in Schedule F; allow the Customer a reasonable opportunity to comment on discrepancies. A collection signature does not preclude a later supported hidden-damage claim, but it cannot be used to invent damage or shorten statutory time limits.

15.2 If Customer breach prevents collection or return, reasonable additional hire at a previously disclosed agreed rate and evidenced extra costs may be claimed, subject to mitigation. No automatic daily rate applies if none was agreed; only actual recoverable loss may be sought. Damage claims and extended hire must not duplicate the same loss.

15.3 If the Supplier fails to collect at the agreed time for reasons not caused by the Customer, there is no additional hire charge and no extension of a Business Customer's accidental-risk allocation under clause 10.3. The Customer must continue reasonable care, notify the Supplier and allow a reasonable rearrangement. Necessary, reasonable storage costs caused by Supplier delay may be recoverable under ordinary legal principles. The Customer may not dispose of the Equipment without following the applicable legal process.

15.4 For missing or unreturned Equipment the Supplier may request return and arrange lawful recovery by agreement or legal process. There is no right to force entry, breach the peace, enter third-party land without permission or take unrelated property. Give reasonable notice except where immediate lawful action is necessary to prevent imminent harm or loss.

## **16 Consumer cooling off and early performance**

16.1 For every Consumer booking concluded online, by telephone, email or away from the Supplier's business premises, this draft grants a contractual right to cancel without giving a reason during the 14 days after the day the contract is formed. This is deliberately offered whether or not a date-specific leisure exemption might otherwise apply. Any longer or stronger statutory right prevails. The Supplier must provide this information and the model cancellation form in Schedule E in a durable form before the contract and confirm the booking on a durable medium.

16.2 To cancel, send a clear statement to the Supplier's postal or email address in Schedule A before the period ends. The model form is optional. The Supplier must refund payments due within 14 days after being informed, using the original method unless otherwise agreed without charge, subject only to clause 16.3 and any mandatory statutory rule. A booking advance is not excluded from that refund.

16.3 Services may start during that period only at the Consumer's separate express request recorded in Schedule E, with the required information supplied. If the Consumer then cancels before complete performance, only a reasonable proportion of the agreed price for Services actually supplied before cancellation may be retained, to the extent lawful. An excessive total price must not be used to inflate that amount. No ordinary cancellation charge, anticipated profit on unperformed Services or procurement penalty is added. Where legal conditions for a deduction are not met, no deduction is made.

16.4 The right ends following full performance only where the Consumer expressly requested early performance and expressly acknowledged in advance that the cancellation right would be lost once the contract was fully performed, and the applicable legal conditions are satisfied. Delivery of one item or starting preparations does not by itself mean the entire contract has been performed. Partial performance of a mixed booking requires particular care and legal review.

16.5 A Consumer booking made at the Supplier's premises has no additional contractual change-of-mind period under this clause, but clause 17 and all statutory remedies remain. The Supplier must not classify a remote booking as on-premises merely to remove rights. The solicitor reviewing this draft should confirm the classification and treatment of hire and Services and any future proposed reliance on the date-specific leisure exemption before changing this clause.

## 17 Customer cancellation and changes

17.1 Outside clause 16, the Customer may cancel by clear written notice to the Supplier's contact in Schedule A. For a Consumer any clear unequivocal notice accepted by law is sufficient. A date change is a request for a variation; neither party must accept a new date, and a declined date change does not automatically cancel the original booking unless the Customer clearly chooses cancellation.

17.2 If the Customer cancels without Supplier breach, the Supplier may recover only reasonable foreseeable net loss directly caused by the cancellation, including evidenced irrecoverable event-specific costs and net profit actually lost where properly recoverable. Deduct costs saved, materials that can be reused, amounts recovered from others and the net benefit of a replacement booking using the released capacity. The Supplier must take reasonable steps to mitigate loss. Recovery cannot exceed the unpaid balance plus any advance already held, and never exceeds the agreed Price for the cancelled part. There is no automatic forfeiture of all deposits or a fixed percentage cancellation tariff in this draft.

17.3 Within 14 days of cancellation, provide a calculation and supporting explanation and refund the undisputed excess. If a genuine remaining loss depends on later rebooking, identify a reasonable provisional reserve and a review date, update at least every 30 days and settle the balance within 14 days after the original event date or earlier once the loss can be determined. Consumer law may require earlier repayment. No reserve may be retained for a speculative claim without a reasonable basis.

17.4 Agreed changes must record the revised scope, price, times and effect on deposits. The Supplier cannot make unilateral material changes or increase the Price after acceptance merely because its costs rise. An alternative date credit must be optional, not imposed instead of a refund that is due. Where Supplier breach or statutory rights justify cancellation, clause 18 and mandatory rights apply rather than this loss-based customer cancellation charge.

## 18 Supplier cancellation and failure

18.1 If the Supplier cannot provide a material agreed element, notify the Customer promptly and offer reasonable alternatives. A substitute or postponement requires the Customer's agreement. If no suitable

alternative is agreed, refund payments for the unprovided part promptly and normally within 14 days, without restricting any earlier statutory deadline or additional remedy.

18.2 If failure of an element defeats the main purpose of the booking, the Customer may exercise applicable rights to terminate the affected booking or, where justified, the whole agreement. Supplier fault is not excused by a subcontractor's failure. Ordinary staff shortages, lack of insurance, double booking or foreseeable maintenance failures are not automatically events beyond control.

18.3 Refunds for unperformed Services do not settle a lawful claim for other loss unless a separate fair settlement is agreed. The Supplier must not require the Customer to waive rights to receive an undisputed refund. Clause 21 governs damages and liability.

## **19 Events beyond reasonable control and frustration**

19.1 A party affected by an event beyond its reasonable control must notify the other promptly, explain the impact and likely duration, and take reasonable steps to mitigate. Examples may include severe weather beyond the agreed safe operating conditions, an unavoidable authority prohibition or major external disruption, but only where the affected party could not reasonably prevent or overcome the relevant effect. Financial difficulty, poor attendance and a simple change of mind are not such events.

19.2 The parties must consider a safe adjustment or optional postponement. If material performance cannot occur within the agreed event window and no alternative is accepted, either may end the affected part by notice. The Supplier must refund advance payments attributable to unprovided performance. Reasonable payment for separable Services already provided may be due where fair and lawful; unperformed amounts are not automatically converted into a charge for the Supplier's sunk costs.

19.3 No no-refund weather clause applies. Where the legal doctrine of frustration applies, the parties' rights, including repayment and any lawful allowance for expenses or benefits, are governed by applicable law, including the Law Reform (Frustrated Contracts) Act 1943 where relevant. This clause does not override that outcome or mandatory consumer law. A Customer-caused access failure or breach is assessed under the relevant breach clauses rather than relabelled as force majeure.

## **20 Suspension and termination for breach**

20.1 Either party may end the affected agreement for a material breach which cannot be remedied or remains unremedied after written notice identifying the breach and a reasonable opportunity to remedy it. A shorter period may be reasonable where an imminent event requires it, but payment timing alone does not justify disproportionate action. Immediate suspension is permitted where reasonably needed to address a serious safety risk, unlawful operation or misuse threatening people or Equipment.

20.2 On termination, stop unauthorised use, protect the Equipment and arrange safe lawful recovery. Amounts payable depend on Services performed, the cause of termination and recoverable net loss after mitigation; they are not automatically the full remaining Price. Refund unearned payments subject to lawful set-off of an explained, evidenced claim. Consumer rights and accrued rights survive.

## **21 Liability and allocation of loss**

21.1 Nothing excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, the Supplier's right to supply the Equipment, mandatory consumer rights, or any liability

that law does not permit to be excluded or limited. Each party remains responsible for its own statutory safety duties. No signature, disclaimer or insurance requirement overrides this clause.

21.2 For a Consumer, the Supplier is responsible for reasonably foreseeable loss caused by its breach or failure to exercise reasonable care and skill. The Consumer retains applicable statutory rights about hired goods and Services and the corresponding remedies. No blanket price cap, exclusion of personal property damage or exclusion of all consequential loss applies to a Consumer. The Consumer is responsible for their own breach only to the extent lawfully and fairly recoverable under this agreement.

21.3 For a Business Customer only, and subject to clause 21.1, neither party is liable for indirect or consequential loss, or loss of anticipated profits, ticket revenue, business opportunity or goodwill arising from the event, except for the Supplier's expressly recoverable cancellation loss under clause 17 and equipment-related loss of hire under clause 11.4. This does not exclude agreed payments, direct repair or replacement liability or reasonable direct mitigation costs. The scope and reasonableness of this business-only exclusion must be reviewed against the actual booking and insurance.

21.4 A general financial cap applies to a Business Customer only if expressly completed and accepted in Schedule A before booking and lawful and reasonable in the circumstances. Record its amount, whether aggregate or per event and its exceptions. If that field is blank or marked none, this draft imposes no general financial cap. Do not silently fill the field with the hire fee. Equipment custody liabilities remain governed by clauses 10 and 11 and are outside a general cap only if Schedule A expressly says so. A cap cannot override clause 21.1.

21.5 For Business Customers only, the Customer must reimburse the Supplier for reasonable third-party claims to the extent directly caused by the Customer's breach, negligence or unauthorised use. The Supplier must notify the claim promptly, mitigate and permit reasonable participation in its defence; it must not settle at the Customer's expense without reasonable consultation. No reimbursement is due for the Supplier's own negligence, breach or fault or amounts recovered elsewhere. Any completed business liability cap applies unless expressly and reasonably agreed otherwise. No equivalent blanket indemnity is imposed on Consumers.

## **22 Complaints and disputes**

22.1 Contact the Supplier using Schedule A with the booking reference, the issue and any relevant evidence. Report urgent event faults immediately so they can be addressed where possible, but failure to complain on the day does not extinguish legal rights. The Supplier should acknowledge a complaint within 5 Working Days and aim to provide a substantive response within 20 Working Days, explaining any reasonable delay.

22.2 The parties should attempt good-faith resolution and may agree mediation. No compulsory paid arbitration or restriction on access to court applies. The Supplier will provide information about an appropriate alternative dispute resolution provider when required by law, and state whether it is obliged or willing to use that provider. No membership or commitment to a scheme is represented unless actually confirmed.

## **23 Information and records**

23.1 Each party must handle personal information lawfully. The Supplier may use booking contacts, invoices, technical records, condition photographs and incident evidence for administration, performance, safety, claims and legal compliance, with appropriate security and retention under its published privacy notice. Do not collect identity documents, payment card details or unrelated guest information without a justified lawful need and suitable safeguards.

23.2 The Supplier must provide its actual privacy notice and contact before collecting booking data. Any marketing permission or use of identifiable event photographs for promotion must be separately addressed and must not be a compulsory condition of hire. Do not publish completed booking schedules, signatures, private contact details or site security plans on the public website.

## **24 General provisions and governing law**

24.1 Neither party may transfer its contractual responsibilities without the other's consent, not to be unreasonably withheld where protection is maintained. The Supplier may appoint competent subcontractors but remains responsible for the contracted supply. A Consumer's rights must not be reduced by an assignment. No individual signatory gives a personal guarantee merely by signing for a company or organisation.

24.2 A failure to enforce a provision immediately is not a permanent waiver. If a provision is unlawful or unenforceable, the remaining provisions continue so far as legally possible; the invalid provision is not rewritten into a harsher consumer term. These terms do not exclude liability for representations or pre-contract information which law makes binding. No third party may enforce this agreement under the Contracts (Rights of Third Parties) Act 1999 unless expressly identified, without affecting independent legal rights.

24.3 Send contractual notices to the email or postal addresses in Schedule A. An email is effective when actually received in readable form; an automated failure message is evidence of non-delivery. Notices outside reasonable business hours are treated as received the next Working Day, except that consumer cancellation notices sent within a legal cancellation period are timely as required by law. This clause does not determine formal service of court proceedings.

24.4 English law governs. For Business Customers, the courts of England and Wales have exclusive jurisdiction. For Consumers, this choice does not remove mandatory protection under the law of their habitual residence or any right to bring or defend proceedings in another competent court. This template is intended for events in England and Wales; seek specific advice for events elsewhere.

## Schedule A Booking specification and acceptance

Complete all applicable fields and mark others not applicable. Attach additional pages by reference. This schedule does not become a confirmed booking until clause 2 is satisfied and the draft is approved for use.

Booking reference [ ] Agreement version [ ]

Supplier full legal identity and address [ ]

Company or partnership details and VAT status [ ]

Supplier email and telephone [ ]

Customer legal name and address [ ]

Customer contact and notices email [ ]

Customer status [Consumer / Business] Purpose of booking [ ]

Authorised representatives and emergency contacts [ ]

Event type and Site address [ ]

Landowner or venue representative [ ]

Event date and hours [ ]

Delivery and setup window [ ] Release and soundcheck [ ]

Dismantling and collection window [ ] Hire Period [ ]

Stage configuration [Full with wings / Shortened without wings]

Confirmed dimensions and specification attachment [ ]

Services selected [Stage / Lighting / Sound equipment / Sound engineer / Managed fireworks]

Equipment-only items and approved users [Schedule B reference]

Supplier setup and crew hours [ ]

Known exclusions and Customer supplied items [ ]

Itemise the agreed charges on an attached quotation, including each selected service, transport and collection, crew time, VAT treatment and the total. Use tax-inclusive totals for Consumers.

Quoted service charges [£ ] Delivery and collection [£ ]

VAT if applicable [£ ] Total Price including VAT [£ ]

Advance payment [£ ] due [ ] credited to Price

Balance [£ ] due [ ]

Refundable Security Deposit [£ ] due [ ]

Reason for Security Deposit amount [ ]

Additional hire rate and unit if agreed [ ] Crew overtime rate [ ]

Supplier insurance policy evidence and limits [ ]

Customer insurance expressly required and rationale [ ]

Insurer evidence due date and applicable excess [ ]

Business liability cap if agreed [None / £ ] Scope [Aggregate / Per event]

Cap exceptions and whether Equipment liabilities fall within it [ ]

If no lawful cap is expressly agreed, clause 21.4 imposes none. Do not leave the risk allocation unexplained.

Agreed variations and conditional permissions [ ]

Attached documents with versions [B inventory / C site plan / D display / E cancellation / F handover / quotation / RAMS / other]

The signatories confirm authority, receipt of the agreed documents and acceptance of the completed specification and terms. This does not certify technical safety, waive statutory rights or create a personal guarantee. Early performance consent is separate in Schedule E.

Supplier name and signature [ ] Date [ ]

Customer name and signature [ ] Date [ ]

Organisation and signatory role if applicable [ ]

Booking Confirmation issued by Supplier on [ ] Reference [ ]

## Schedule B Equipment inventory and custody

Prepare one record per item or coherent identified package. Attach an asset list if necessary. Agreed values must be realistic and disclosed before booking. They do not override the fair compensation method in clause 11.

Item or package [ ]

Asset or serial numbers [ ]

Quantity and accessories including cables and cases [ ]

Age condition and pre-existing defects [ ]

Photograph references and inspection date [ ]

Comparable current value or agreed insurance value [£ ] Basis [ ]

Custody starts [date time and handover location] [ ]

Custody ends [date time and collection or return location] [ ]

Supplier-only control periods [ ]

Approved self-setup items [ ]

Approved users and competence or briefing record [ ]

Permitted use and prohibited connections [ ]

Operating instructions and technical limits attachment [ ]

Weather protection and secure storage arrangements [ ]

Security responsibility and overnight arrangements [ ]

Hired-in equipment cover and policy reference if required [ ]

Authorised movement or transport arrangements [ ]

Repeat this record for each item or package. Total disclosed inventory value [£ ]. Identify separately any third-party-owned equipment and any equipment that stays in Supplier custody.

For a Business Customer, bring clause 10.3 to the Customer's attention and confirm the agreed custody periods and insurance arrangements. For a Consumer, do not replace the reasonable-care standard with an automatic all-risks promise.

Inventory agreed by Supplier [ ] Date [ ]

Inventory agreed by Customer [ ] Date [ ]

Additional inventory sheets and photographs attached [ ]

## Schedule C Site and safety responsibilities

The Supplier and relevant competent persons must complete technical fields before use. This form is a coordination record, not a RAMS, structural calculation, electrical certificate or licence.

Site plan reference and revision [ ]

Stage position orientation and configuration [ ]

Vehicle access dimensions routes and ground protection [ ]

Landowner consent and known restrictions [ ]

Ground conditions information and verification owner [ ]

Underground services overhead hazards and exclusion areas [ ]

Supplier-approved anchoring or ballast design reference [ ]

Stage loads occupancy and restrictions from competent assessment [ ]

Safe operating weather limits and source document [ ]

Wind monitoring equipment location and responsible person [ ]

Action thresholds shutdown and evacuation plan reference [ ]

Electrical supply specification and connection responsibility [ ]

Cable routes protection and electrical inspection arrangements [ ]

Noise limits monitoring owner and curfew [ ]

Event licences music permissions and authority liaison owner [ ]

Crowd barriers stewarding security and emergency access owner [ ]

First aid fire and emergency coordination contacts [ ]

Installation release inspections and records owner [ ]

RAMS and other technical documents with version references [ ]

Outstanding conditions deadlines and decision owner [ ]

Allocate each task to a named person or organisation and obtain their agreement. If the Customer is not the landowner, secure the venue's cooperation. Supplier personnel retain responsibility for the safe performance of Supplier work. Do not release the stage while safety-critical conditions remain unresolved.

Supplier site lead [ ] Contact [ ]

Customer event lead [ ] Contact [ ]

Venue contact [ ] Contact [ ]

Site plan accepted for coordination by [ ] Date [ ]

Technical approval evidence and issuing competent person [ ]

## Schedule D Managed firework display

Complete only if managed fireworks are selected. No display is confirmed without the necessary site assessment and completed arrangements. No fireworks or firing equipment are supplied for Customer self-setup or operation.

Display operator legal identity and lead contact [ ]

Supplier responsibility and any subcontractor details [ ]

Competence evidence relevant to the proposed display [ ]

Insurance certificate scope limits excess and expiry [ ]

Event date display window and duration [ ]

Display description and agreed specification [ ]

Assessed site plan and firing exclusion and fallout areas [ ]

Site survey and RAMS references [ ]

Landowner consent authority permissions and notifications owner [ ]

Relevant restrictions including noise nearby premises animals or aviation [ ]

Storage transport stock security and custody by display operator [ ]

Barriers stewarding spectator management and named owner [ ]

Weather monitoring decision times and display lead [ ]

Emergency stop communication evacuation and emergency contacts [ ]

Misfire control clearance and post-display inspection by operator [ ]

Itemised display price [Planning £ / Materials £ / Mobilisation £ / Crew £ / Firing £ / VAT £ / Total £ ]

Which materials are event-specific and which can be reused [ ]

Last review point before irreversible commitments [ ]

Agreed safe alternative or postponement options [ ]

Fair financial calculation for delay modification or cancellation [ ]

The financial arrangement must distinguish Customer cancellation, Supplier failure and events beyond reasonable control. Identify savings and recoverable or reusable materials; do not state simply that mobilisation makes the entire price non-refundable. Clauses 16 to 21 and mandatory rights prevail.

Supplier display lead signature [ ] Date [ ]

Customer coordination acceptance [ ] Date [ ]

Venue coordination acceptance where needed [ ] Date [ ]

Final operational go or no-go decision and reason [ ]

## Schedule E Consumer cancellation and early start

Give this schedule and clause 16 to the Consumer before booking in a form they can save. Complete the Supplier's actual address and email. No box may be preselected. Keep consent evidence with the booking.

Supplier cancellation contact [full legal name] [ ]

Postal address [ ]

Email address [ ]

Contract formation date [ ] 14-day period ends [ ]

## Model cancellation notice

Use this form only if you wish to cancel. You may instead send any clear statement of cancellation. Sending the notice before the period expires is sufficient as required by applicable law.

To [Supplier name postal address and email]:

I or we give notice that I or we cancel my or our contract for the hire and Services described below.

Booking reference and description [ ]

Contract date [ ]

Customer name or names [ ]

Customer address [ ]

Date of notice [ ]

Signature only if sent on paper [ ]

## Separate request for early performance

Complete only if Services are requested during the 14-day cancellation period. Explain which Services will start and the price or proportion calculation before obtaining consent. No consent is inferred from payment, urgency or a general acceptance of terms.

[ ] I expressly request the following Services to start before the cancellation period ends: [description and proposed start date].

[ ] I understand that if I cancel after those Services begin, I may have to pay a reasonable proportion for Services actually supplied before cancellation, as explained in clause 16.3 and subject to my legal rights.

[ ] I expressly acknowledge that my cancellation right ends after the contract has been fully performed if the legal conditions in clause 16.4 are satisfied. Starting work or delivering an item alone does not end my right.

Early Services price or calculation disclosed [ ]

Consumer name and signature or recorded affirmative action [ ]

Date and time [ ]

Supplier confirmation and durable copy supplied on [ ]

Without a valid request, do not begin during the cancellation period. Where the event is too soon, agree a compliant arrangement or decline the booking. The Supplier must obtain legal advice before replacing these provisions with reliance on a leisure exemption.

## Schedule F Handover return and incident record

Complete at delivery and again at collection. Attach dated photographs and identify any later inspection required. Signing confirms the recorded observations, not acceptance of undisclosed defects or a waiver of rights.

Booking reference [ ] Schedule B inventory revision [ ]

Delivery time and location [ ]

Delivered items quantities and discrepancies [ ]

Condition photographs and pre-existing marks [ ]

Installed stage inspection and release by Supplier [name date time] [ ]

Operating briefing and instructions provided [ ]

Approved Customer users and emergency contacts confirmed [ ]

Open defects restrictions or items not released for use [ ]

Supplier representative signature [ ] Date time [ ]

Customer receipt and observations [ ] Date time [ ]

## Return and collection

Actual collection or return date time and place [ ]

Returned items quantities accessories and missing items [ ]

Condition differences and photographs [ ]

Cleaning or technical assessment required and why [ ]

Customer comments and disputed observations [ ]

Supplier receipt signature [ ] Date time [ ]

Customer signature if present [ ] Date time [ ]

Date inspection completed [ ] Deposit balance returned [£ ]

Proposed deduction amount evidence and date sent [ ]

Customer response and final agreed or disputed position [ ]

## Incident record

Incident date time location and people involved [ ]

Immediate safety action and who was notified [ ]

Description evidence references and witnesses [ ]

Police or authority reference if applicable [ ]

Further action owner and deadline [ ]

Record personal information securely and only as necessary; do not publish this completed schedule.

## Operator completion and legal review notes

These notes are not part of the Customer contract. Remove this appendix from the customer signing pack after the issues have been resolved. Retain the approved agreement version and all completed schedules for each booking.

1 Confirm the legal Supplier and trading name. The site currently uses The Wooden Stage and the domain woodlandstage.com. Identify whether the business is a company, partnership or sole trader, and supply its real address, contact and tax details before issuing a contract.

2 Obtain a solicitor's review of the actual trading model, the interaction between hired goods and Services, Consumer and Business terms, custody risk, any business liability cap and the reasonableness of exclusions. This draft provides no personal guarantee and does not promise that every clause will be enforceable in every case.

3 Decide the actual prices, advance payment, deposit rationale, due dates, extra hire rates and service hours. This draft uses evidenced net-loss cancellation rather than a fixed percentage scale. If a scale is later adopted, it needs evidence, mitigation, rebooking credits and fairness review rather than a universal non-refundable deposit.

4 Confirm equipment ownership, realistic item values, insurance limits, policy exclusions and excesses with the broker. Check hired-out equipment, unattended overnight storage, transit, customer setup, theft security conditions, sound engineers and fireworks. Do not assume public liability covers damage to hired equipment or the Customer's contractual risk.

5 Obtain competent structural and operational documentation for both stage configurations, including loads, ballast or anchoring, weather limits, site information and inspection arrangements. Do not invent values. Check the allocation of any applicable construction and event safety duties with the relevant professionals; a contract cannot remove those duties.

6 Approve the managed firework operating model, competent operator, insured scope, site assessment, control zones, permissions and stop decision process. Keep the Supplier contractually responsible for any appointed display subcontractor. This document gives no technical firing or explosives storage instructions.

7 Review clause 16 deliberately. It offers a 14-day contractual cancellation right for remote and off-premises Consumer bookings even where a specific-date leisure exception might apply. That is a business choice in this draft, not a statement that every event hire legally carries cooling-off rights. The precise exemption and mixed hire classification require advice before a narrower policy is used. Early-start consent must be separate and recorded.

8 Confirm the privacy notice, retention policy, complaints contact and any actual ADR obligations. The public website must not present draft terms as operative or accept binding bookings through its current demonstration enquiry form. Before launch, provide the full terms before acceptance, make payment obligations clear, obtain affirmative agreement, send a durable confirmation and preserve the exact accepted version.

9 Publish only an unsigned template. Completed schedules reveal contacts, signatures and security arrangements and should be exchanged privately. Replace every required bracketed field and obtain approval before asking a customer to sign. Keep the draft status visible until that work is complete.

## Legal sources checked on 23 October 2026

Consumer Rights Act 2015, particularly hired goods rights, services under sections 49 to 57, unfair terms under section 62 and transparency under section 68.

<https://www.legislation.gov.uk/ukpga/2015/15/contents>

Consumer Contracts Information Cancellation and Additional Charges Regulations 2013, particularly pre-contract information, cancellation, regulation 28 exemptions and regulation 36 early performance.

<https://www.legislation.gov.uk/uksi/2013/3134/contents>

Unfair Contract Terms Act 1977, particularly negligence liability and reasonableness of business exclusions.

<https://www.legislation.gov.uk/ukpga/1977/50/contents>

Law Reform Frustrated Contracts Act 1943, regarding the legal consequences of frustration where applicable.

<https://www.legislation.gov.uk/ukpga/Geo6/6-7/40>

Competition and Markets Authority guidance on cancellation charges and mitigation.

<https://www.gov.uk/government/publications/cancelling-goods-or-services-guide-for-consumers/cancelling-goods-or-services>

HSE guidance on event safety and organising firework displays.

<https://www.hse.gov.uk/event-safety/running.htm>

<https://www.hse.gov.uk/explosives/fireworks/using.htm>

GOV UK guidance on late commercial payment interest and debt recovery.

<https://www.gov.uk/late-commercial-payments-interest-debt-recovery>

This original draft is informed by these sources and the proposed service model. It is not a solicitor's opinion, technical approval or guarantee of enforceability. Check for legal changes and obtain advice before use.