



1. Definitions

1.1 In these Conditions:

"RGJ" means RG Jones Sound Engineering Limited.

"Client" means the organisation, company or individual purchasing the Equipment and/or Services from RGJ.

"Equipment" means all audio-visual hardware, control systems, software, cabling, infrastructure and associated products supplied by RGJ.

"Services" means design, programming, configuration, installation, commissioning, testing, training and support services supplied by RGJ.

"Software" means all programming code, DSP files, control configurations, firmware, user interfaces and digital assets supplied or created by RGJ.

"Contract" means the agreement between RGJ and the Client including quotation, specification, drawings and these Conditions.

2. Basis of Contract

2.1 These Conditions apply to all permanent installation projects undertaken by RGJ.

2.2 These Conditions supersede any Client purchasing terms unless expressly agreed in writing by a Director of RGJ.

2.3 The order of contractual precedence shall be:

- (a) RGJ quotation;
- (b) agreed scope/specification;
- (c) project drawings;
- (d) these Conditions.

2.4 No variation to the Contract shall be binding unless agreed in writing by authorised representatives of both parties.

3. Scope of Services

3.1 RGJ shall supply the Equipment and Services described in the quotation and agreed specification.

3.2 Any services, equipment, infrastructure, containment, IT works, network configuration, electrical works or builder's works not expressly included within the quotation shall be excluded from the Contract.

3.3 RGJ shall exercise reasonable skill and care in performing the Services.

3.4 RGJ does not warrant that systems will be uninterrupted, error free or compatible with third party infrastructure not supplied or controlled by RGJ.

4. Client Responsibilities

4.1 The Client shall:

- (a) provide safe access to site;
- (b) provide all necessary approvals and information;
- (c) ensure site readiness;
- (d) ensure adequate electrical and network infrastructure;
- (e) provide asbestos information where applicable;
- (f) comply with CDM and health & safety obligations.

4.2 Any delay caused by the Client, its contractors or third parties may result in additional costs and revised delivery dates.

4.3 Where access to site is restricted, interrupted, delayed, limited to out of hours working or otherwise impacts the efficient performance of the Services, RGJ reserves the right to recover additional reasonable costs and revise programme dates accordingly.

5. Variations and Change Control

5.1 No variation to scope, specification, design, programme or commissioning requirements shall be binding unless confirmed in writing by RGJ.

5.2 RGJ reserves the right to adjust pricing and delivery dates arising from approved variations.

6. Pricing and Payment

6.1 Prices are valid for 30 days unless otherwise stated.

6.2 RGJ reserves the right to increase pricing where increases arise from supply chain disruption, manufacturer increases, currency fluctuations, component shortages or Client instructed changes.

6.3 Payment terms shall be as stated within the quotation.

6.4 Unless otherwise agreed in writing, RGJ reserves the right to invoice:

- (a) upon placement of order for Equipment;
- (b) upon delivery of Equipment to site or RGJ storage facility;
- (c) upon Practical Completion;
- (d) for bespoke, special order or non-returnable Equipment immediately upon procurement.

6.5 Where project delays, site readiness issues or Client instructed suspension result in Equipment being stored by RGJ, RGJ reserves the right to charge reasonable storage, insurance and handling costs.

6.6 RGJ may suspend works where payment is overdue without liability for resulting delays or additional costs.

6.7 Interest on overdue sums shall apply in accordance with the Late Payment of Commercial Debts legislation.

7. Delivery and Programme

7.1 Delivery and installation dates are estimates unless expressly agreed otherwise in writing.

7.2 RGJ shall not be liable for delays arising from supply chain disruption, manufacturer delays, Client delays, restricted site access, out of hours working restrictions, network readiness issues, force majeure events or third-party contractor delays.

7.3 Where installation is delayed by third party dependencies including builder's works, electrical completion, network readiness, consultant approvals or Client supplied infrastructure, RGJ shall be entitled to revise programme dates and recover additional reasonable costs incurred.

7.4 Where Equipment is delivered in instalments, each instalment shall constitute a separate obligation.

8. Commissioning and Acceptance

8.1 RGJ shall undertake reasonable commissioning and testing in accordance with the agreed specification.

8.2 Commissioning shall be deemed complete upon RGJ issuing written notice confirming completion of commissioning activities.

8.3 Practical Completion shall occur upon:

- (a) signed acceptance;
- (b) beneficial use of the system by the Client; or
- (c) 14 days after commissioning completion, whichever occurs first.

8.4 Minor defects or snagging items shall not prevent Practical Completion.

9. Title and Risk

9.1 Risk in the Equipment shall pass upon delivery to site.

9.2 The Client shall insure the Equipment and Works for full replacement value from the date risk passes.

9.3 Title to Equipment shall remain with RGJ until full payment has been received.

9.4 Until payment is received in full, the Client shall hold the Equipment as bailee for RGJ and keep it identifiable as RGJ property where reasonably practicable.

9.5 Until payment is received in full, RGJ reserves the right to recover Equipment supplied under the Contract.

10. Warranty

10.1 RGJ warrants its installation workmanship for a period of 12 months from Practical Completion.

10.2 Manufacturer warranties are passed through to the Client where available. RGJ shall not be liable for manufacturer defects beyond the scope of such warranties.

10.3 The warranty shall not apply where defects arise from:

- (a) misuse;
- (b) unauthorised modification;
- (c) improper operation;
- (d) failure of third-party infrastructure;
- (e) software or network changes by others.

10.4 Warranty claims must be notified to RGJ in writing within a reasonable period of discovery of the defect. RGJ shall be given reasonable opportunity to inspect and remedy the issue.

10.5 Warranty works shall be carried out during normal working hours unless otherwise agreed. Additional costs arising from restricted access, out of hours working or special site conditions may be chargeable.

10A. Maintenance and Support Services

10A.1 Following Practical Completion, RGJ shall have no obligation to provide ongoing maintenance, support, monitoring, software updates, fault response or preventative maintenance unless expressly agreed under a separate maintenance or support agreement.

10A.2 Any maintenance, preventative maintenance contract ("PMC"), support services or service level obligations shall apply only to Equipment specifically identified within the applicable maintenance agreement.

10A.3 Any response times stated within a maintenance agreement are targets only unless expressly stated otherwise in writing.

10A.4 RGJ shall not be liable for service interruption arising from:

- (a) third party software or cloud platform failure;
- (b) Client network or infrastructure failure;
- (c) manufacturer end of life or obsolescence;
- (d) unauthorised third-party modification;
- (e) utility or internet outages.

10A.5 RGJ shall not be responsible for maintaining compatibility between installed systems and future third-party software, firmware, operating system, cloud platform or network changes unless expressly included within a maintenance agreement.

10A.6 Maintenance agreements may be suspended where payments are overdue.

11. Software and Intellectual Property

11.1 All Software, programming code, DSP configurations, control interfaces, drawings and associated intellectual property created by RGJ shall remain the property of RGJ unless otherwise agreed in writing.

11.2 The Client is granted a non-transferable licence to use such Software solely in connection with the installed system and site identified within the Contract.

11.3 The Client shall not reproduce, reuse or provide RGJ designs, drawings, programming or configurations to third parties for use on other projects without RGJ's prior written consent.

12. Cybersecurity and Networks

12.1 Unless expressly agreed in writing, RGJ shall not be responsible for cybersecurity, firewall configuration, network monitoring, data protection management or ongoing IT security of Client systems.

12.2 RGJ shall not be liable for losses arising from cyberattack, ransomware, network outage, cloud platform failure or third-party software failure.

13. Limitation of Liability

13.1 RGJ's total aggregate liability arising out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total value of the Contract.

13.2 Nothing in these Conditions shall operate to increase RGJ's liability beyond the agreed contractual liability cap by reason of any insurance maintained by RGJ.

13.3 RGJ shall only be liable for the proportion of loss directly attributable to its own breach or negligence.

13.4 The liability cap stated within this clause shall apply in aggregate to all claims arising under or in connection with the Contract.

13.5 Nothing in these Conditions shall exclude or limit liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any liability which cannot lawfully be excluded.

14. Exclusion of Losses

14.1 RGJ shall not be liable for:

- (a) loss of profit;
- (b) loss of revenue;
- (c) loss of business;
- (d) loss of goodwill;
- (e) loss of anticipated savings;
- (f) loss of data;
- (g) business interruption;
- (h) indirect or consequential loss.

14.2 The Client acknowledges that the pricing of the Contract reflects the allocation of risk and limitations contained within these Conditions.

15. Insurance

15.1 RGJ shall maintain the following insurance cover during the performance of the Contract:

- (a) Public Liability Insurance of £10,000,000;
- (b) Product Liability Insurance of £10,000,000;
- (c) Professional Indemnity Insurance with an indemnity limit of £5,000,000 in the aggregate.

15.2 The existence or level of insurance maintained by RGJ shall not be construed as an acceptance of liability beyond the limitations set out in these Conditions.

15.3 Any liability of RGJ shall remain subject to the contractual liability cap stated in Clause 13 irrespective of the level of insurance maintained.

15.4 Copies of insurance certificates may be provided to the Client upon reasonable request.

16. Force Majeure

16.1 Neither party shall be liable for delay or failure caused by circumstances beyond reasonable control including:

- (a) supply chain disruption;
- (b) semiconductor shortages;
- (c) pandemic;
- (d) industrial action;

- (e) cyberattack;
- (f) utility failure;
- (g) acts of government;
- (h) extreme weather;
- (i) transportation disruption.

17. Subcontractors

17.1 RGJ may engage subcontractors for performance of parts of the Services.

17.2 RGJ shall remain responsible for works directly undertaken by its subcontractors subject to the liability limits within these Conditions.

18. Data Protection

18.1 Both parties shall comply with applicable data protection legislation.

18.2 RGJ shall not be deemed a data controller for Client operational data unless expressly agreed otherwise in writing.

19. Termination

19.1 RGJ may suspend or terminate the Contract where:

- (a) payment is overdue;
- (b) the Client becomes insolvent;
- (c) the Client materially breaches the Contract.

19.2 The Client shall pay RGJ for all work completed, costs incurred and Equipment ordered up to the termination date.

20. Governing Law

20.1 These Conditions shall be governed by the laws of England and Wales.

20.2 The Courts of England and Wales shall have exclusive jurisdiction.

21. Entire Agreement

21.1 These Conditions constitute the entire agreement between the parties and supersede all prior discussions, representations and understandings.

21.2 No employee or representative of RGJ is authorised to vary these Conditions unless confirmed in writing by a Director of RGJ.