05. November 2026

BLUE LIGHT Terms and Conditions

BLUE LIGHT PRODUCTIONS LTD. CONDITIONS OF BUSINESS

Customers should note that the Conditions of Business of BLUE LIGHT PRODUCTIONS LTD. (engaged in the supply of lighting, rigging, video, audio and associated equipment, materials and services) contain clauses which exclude, limit or modify its liability and require an indemnity from the Customer in certain circumstances.

Customers are therefore asked to read these Conditions of Business with care and to forward a copy to their insurers.

BLUE LIGHT PRODUCTIONS LTD. is engaged in the supply of equipment, materials and services in circumstances where it is customary for such facilities to be supplied at the Customer's risk and where the Customer is generally in the best position to insure.

1. Parties

- 1.1 These Conditions of Business shall apply to all transactions for the supply of equipment, materials and services (including the services of designers, technicians and other personnel) by BLUE LIGHT PRODUCTIONS LTD..

- 1.2. Definitions. In these Conditions the following shall (as the context permits) mean:

- Conditions: these terms and conditions of business (as modified from time to time) and including any variations agreed in accordance with clauses 6.1 and 6.2
- Contract: the provision of Elements by BLUE LIGHT to the Customer pursuant to an Order subject to these Conditions.
- Contract Price: the total charges agreed with the Customer for the provision of the Equipment and Services
- Customer: company, person or firm (or its employee, agent or sub-contractor) dealing with BLUE LIGHT
- Delivery Note: a computer generated or hand-written dispatch note listing the Equipment provided and despatched by BLUE LIGHT pursuant to an Order
- Element: a Contract is broken down into separate Elements as follows:
  (i) some Equipment provided pursuant to an Order may be deemed by BLUE LIGHT to be separate distinctive contracts by virtue of its intended use, (for example where a large

Order is made for Equipment which is to be used in separate synonymous locations and or events)

(ii) Technical Services
(iii) Pre-production Services
(iv) Sub-contract Services
(v) additional Equipment requested by the Customer after the date of Order

- Element Price: the part of the Contract Price specified for the Element in question or the proportion of the Contract Price attributable to the Element in question
- Equipment: all equipment and materials together with its customised packaging provided pursuant to a Contract or pursuant to clauses 4.6, 7.3 or 7.5
- List Price: the current prices or rates from time to time charged by BLUE LIGHT for the hire of equipment, sale of material or the supply of Services, as the case may be
- Order: either a request (orally or in writing) by the Customer to buy or for the provision of Equipment and or Services as set out in a Quotation, or an oral or written order from the Customer to buy or for the provision of Equipment and or Services
- Pre-production Services: the provision of personnel by BLUE LIGHT to design advise and recommend the specification of equipment to be used by the Customer for a specified event(s) and provide general consultancy services for the use of the Equipment at such event(s)
- Quotation: an estimate given by BLUE LIGHT to the Customer setting out the cost and other terms offered for the supply of Equipment and or Services by BLUE LIGHT in any particular case and which shall be given on a non-binding basis subject to availability and or BLUE LIGHT's confirmation of an Order.
- Services: the provision of Pre-Production Services, Technical Services and Sub-Contract Services (as the case may be) and any other services provided by BLUE LIGHT (e.g. delivering and or collecting the Equipment)
- Specified countries: The United Kingdom, Countries of the European Union, Norway, Switzerland, Iceland, Liechtenstein, Albania, Macedonia, Montenegro.
- Sub-Contract Services: the provision of sub-contracted services required by the Customer including, but not limited to, providing personnel, insurance cover, specialist services (e.g. staging, power, sound, audio visual) and transport.
- Technical Services: the provision of personnel by BLUE LIGHT to undertake the technical work indicated in the Quotation

BLUE LIGHT PRODUCTIONS LTD. Suite 5, 5th Floor, City Reach, 5 Greenwich View Place, E14 9NN, London

- 1.3 No variation of these Conditions is effective unless set out in writing and signed by a director of BLUE LIGHT.
- 1.4 BLUE LIGHT enters into all Contracts with the Customer solely on the terms of these Conditions and no representation or warranty, collateral or otherwise, shall bind BLUE LIGHT. No statement made by any representative by or on behalf of BLUE LIGHT shall vary these Conditions, unless such representation, warranty or statement shall be made in writing and signed by a director of BLUE LIGHT.
- 1.5 BLUE LIGHT shall not be bound by any conditions of business of the Customer, unless such conditions are expressly accepted by BLUE LIGHT by a statement made in writing signed by a director. Where there is any variance between the Customer's conditions and these Conditions, these Conditions shall prevail.
- 1.6 Where any variations are agreed in accordance with clauses 1.3 or 1.4, the remaining Conditions shall continue to apply to the Contract.

2. Relationship & Order Details

The Customer acknowledges and agrees that by BLUE LIGHT accepting an Order placed by the Customer:

- 2.1 A Contract is formed which may be made up of a number of business transactions (which are referred to as Elements in these Conditions) into which both parties are freely entering and which shall be treated by the parties as separate legal contracts. The performance or non-performance of one Element does not affect the performance or non-performance of another Element under the same Contract and each Element (for example) must be paid for by the Customer when invoiced by BLUE LIGHT in accordance with clause 3 below and is subject to BLUE LIGHT’s restrictions of liability referred to in clause 6
- 2.2 There are clauses contained in these Conditions which exclude, limit or modify the liability of BLUE LIGHT, its directors, employees and agents and provide a right to an indemnity from the Customer in certain circumstances.
- 2.3 In so far as any exclusion, limitation or modification of liability or indemnity appears, BLUE LIGHT contracts on behalf of itself its directors, employees and agents and the same shall be for the benefit not only of BLUE LIGHT but also of its directors, employees and agents.
- 2.4 Subject to clause 6, these Conditions shall apply to all Contracts between BLUE LIGHT and the Customer to the exclusion of all other terms and conditions including terms or conditions which the Customer may purport to apply under any purchase order, confirmation of order, or similar document.
- 2.5 Every effort will be made to supply the goods ordered but in order to provide the Services efficiently and according to the Customer’s Order BLUE LIGHT reserve the right to alter /

substitute the exact Equipment specifications, which will be notified to the Customer in advance.

- 2.6 A detailed quotation for the provision of Equipment, Services, Technical Services or any additional goods or services will be submitted to the Customer. Confirmation, written or verbal, of acceptance from the Customer of such a quotation, will be construed as acceptance of these terms and conditions.
- 2.7 The (company) name, address and contact details of the Customer are required to confirm an Order. Additionally, proof of Identity / Photographic ID might be required upon collection of the equipment.

3. Costs and Payment

- 3.1 The hire charge for Equipment agreed with the Customer commences from whichever is the earlier of the time the Equipment is made available to the Customer or leaves BLUE LIGHT's premises and is terminated at the end of the agreed hire period, or when the Equipment is returned (or if damaged, repaired or if lost or damaged beyond repair, replaced), whichever is the later. Equipment supplied on a hire basis remains the absolute property of BLUE LIGHT at all times.
- 3.1.1 Equipment returned later than the agreed hire period will be subject to additional hire charges. In particular, an agreed hire period of 1 day is classed as a 24-hour total maximum period.
- 3.1.2 Cables are supplied neatly coiled and tapes/fixed and all Equipment is provided in suitable cases or packaging and must be returned in a similar fashion. An additional charge may be made for any damage caused by Equipment not being correctly packaged upon return or for recoiling and taping cables as necessary.
- 3.2.1 Services will be chargeable on a periodic basis and at an appropriate rate for each BLUE LIGHT employee engaged in providing the Services to the Customer. Current rates are available on request.
- 3.2.2 The agreed rate for the provision of Services may include an estimate of incidental expenses incurred by BLUE LIGHT's personnel whilst providing the Services to the Customer, which shall be reconciled by BLUE LIGHT at the end of the Element and payable by the Customer in addition to the fee for the provision of the Services.
- 3.3 Subject to clause
- 3.4. all accounts are rendered for immediate settlement. BLUE LIGHT doesn't accept card payment unless specified otherwise. A surcharge of 2.5% is applied to all card transactions.
- 3.4.1 Where credit is granted by BLUE LIGHT, payment must be made within the period specified by BLUE LIGHT. Accounts which have exceeded the agreed credit limit must be settled prior to the despatch of any further Orders.

- 3.4.2 BLUE LIGHT reserves the right to charge the Customer interest and debt recovery costs in accordance with the Late Payment of Commercial Debts Act 1998, on all sums payable and not settled within the period referred to in clause 3.4.1. Any invoice from BLUE LIGHT for such costs and interest is to be immediately payable by the Customer, upon presentation.
- 3.5 BLUE LIGHT shall be entitled to invoice each Element separately and or to issue interim invoices on each Element and failure to pay any such invoice in accordance with these Conditions shall entitle BLUE LIGHT to suspend delivery of subsequent Elements or treat the whole Contract as repudiated by the Customer.
- 3.6 Unless otherwise indicated, all Quotations or confirmations of Order shall be exclusive of value added tax which shall be payable at the rate applicable at the date for payment referred to in the invoice.
- 3.7 Where no indication of cost for an Element is requested or given or additional Equipment or Services are provided or requested by the Customer after the commencement of the Contract, BLUE LIGHT shall be entitled to charge its current List Price for the Equipment, its current rates for the provision of Services and any other expenses incurred in providing the same.
- 3.8 Where the hire period exceeds the agreed hire period and or the period for the provision of Services deviate from the agreed timetable, BLUE LIGHT shall be entitled to charge its current List Prices and or rates for such equipment and or services.
- 3.9 BLUE LIGHT reserves the right to request a deposit from the Customer in respect of:
- 3.9.1 a down payment for the Contract Price which shall be offset against the final invoice rendered under the Contract or against the costs of repairing or replacing equipment in accordance with clause 9;
- 3.9.2 a bond for the Equipment which shall be repayable to the Customer on the return of the Equipment in a condition acceptable to BLUE LIGHT less any costs deductible in accordance with clause 9.
- 3.10 The Customer may request variations to the Order after the commencement of the Contract for which it will be charged at the List Price for such extra equipment or its current rates for services together with any administrative charges incurred by BLUE LIGHT as a result of the variation of the Contract.

4. Delivery and Risk

- 4.1 It is preferable for the Customer itself to collect the Equipment from BLUE LIGHT's premises and for the Customer to return the Equipment to BLUE LIGHT's premises in order that the Customer has an adequate opportunity to check the Equipment collected/delivered against the Delivery Note.
- 4.2 Where the Order for Equipment consists of more than one Element, each Element might constitute a separate Contract and these Conditions shall be applicable to each Contract.

- 4.3 Whilst BLUE LIGHT can arrange the delivery of the Equipment, such delivery is at the Customer's expense and BLUE LIGHT shall not be liable for losses caused to the Customer by any delay whatsoever in delivering to the Equipment, (whether or not the Equipment is being delivered by BLUE LIGHT's employees or agents). The Customer is therefore encouraged to collect the Equipment itself to ensure timely delivery and to arrange adequate insurance to cover any delay in the delivery of the Equipment.
- 4.4 Legal delivery shall be deemed to take place:
- 4.4.1 when the Customer collects the Equipment, then at the time the Equipment leaves BLUE LIGHT's premises;
- 4.4.2 when BLUE LIGHT delivers or arranges delivery, then at the time the Equipment leaves the delivery vehicle; from which time, the Customer will bear the risk of the Equipment and must insure adequately and appropriately.
- 4.5 It is the Customer's responsibility to check that the Equipment received corresponds with the Delivery Note. The Customer must sign the Delivery Note and ensure that it corresponds exactly with the Equipment received and that the Equipment corresponds with the Order. Failure to do so entitles BLUE LIGHT to deem the Delivery Note accurate in all respects and if necessary to charge the Customer for replacement Equipment not returned.
- 4.6 Where BLUE LIGHT arranges delivery of the Equipment, BLUE LIGHT will check the Equipment against the Delivery Note at the time of dispatch and the Customer agrees that such checks are undertaken on behalf of the Customer and deemed to be correct. The Customer is therefore encouraged to attend BLUE LIGHT's premises in order to check the Equipment against the Delivery Note personally.
- 4.7 It is the Customer's responsibility to check that the Equipment is returned to BLUE LIGHT's premises intact and corresponds completely with the Delivery Note. BLUE LIGHT will check the Equipment to ensure that it corresponds exactly with the Delivery Note and that it is in good repair. Where BLUE LIGHT arranges collection of the Equipment or where the Customer fails to oversee the checking of the Equipment against the Delivery Note, BLUE LIGHT’s check is deemed to be final and accurate in all respects and if necessary BLUE LIGHT is entitled to charge the Customer for replacement Equipment.
- 4.8 Where BLUE LIGHT agrees to handle and or store equipment belonging to the Customer or for which the Customer is responsible, BLUE LIGHT hereby excludes any and all direct and indirect liability in respect of such equipment and the Customer is advised to arrange suitable and adequate insurance in respect of such equipment.

5. Insurance

- 5.1 The Customer is in a better position than BLUE LIGHT to insure the Customer's materials, work and operations against loss, damage or liability caused by, arising out of, or in connection with the Equipment and Services for the following reasons (among others):
- 5.1.1 The Customer knows better than BLUE LIGHT the facts about the intended use and situation of the Equipment and Services and the potential losses flowing from any breakdown, accident, damage, delay or other mishap, for the purposes of insurance.
- 5.1.2 The Customer is, or ought to be, insured against such risks in respect of the rest of its operation.
- 5.1.3 The Customer is able, and ought, to ensure that the Equipment is checked and tested in good time in order to minimise the risk of such losses.
- 5.1.4 The Customer is able, and ought, to take precautions which will guard against or mitigate losses caused by any such breakdowns accidents damage, delay or other mishap; for example: by having available where the circumstances so warrant, the services of suitably qualified and experienced maintenance engineers and back-up equipment of items central to the purpose for which the Equipment is ordered, by taking adequate precautions to protect the Equipment from the elements and other perils, etc.
- 5.1.5 The Customer is generally in the best position to know what has occurred in the event of an insured occurrence.
- 5.1.6 BLUE LIGHT's prices are not calculated upon the basis that it is accepting liability for any such risks.
- 5.2 BLUE LIGHT requires the Customer to take out or maintain insurance (which must be marked Without recourse against BLUE LIGHT PRODUCTIONS LTD.) against loss, damage or liability caused by, arising out of, or connected with defects or deficiencies in Equipment or Services supplied by BLUE LIGHT, whether caused by negligence or breach of contract of BLUE LIGHT or howsoever caused.
- 5.3 The Customer ought also to insure against claims by the Customer's employees, technicians, artistes, agents, sub-contractors and other persons arising out of or connected with the Customer's use of BLUE LIGHT's facilities, including the Equipment.
- 5.4 BLUE LIGHT requires hired Equipment to be insured against physical loss or damage for its full replacement value from the time it leaves BLUE LIGHT's premises until it is returned and the Customer undertakes to do so. The Customer must make a full disclosure of all material circumstances affecting such insurance. The Customer must bear in mind that Insurers may include in the policy conditions designed to exclude from cover, the consequences of failure to take reasonable precautions for the safety of equipment. In these circumstances, for example, to leave valuable equipment in an unattended vehicle (whether locked or otherwise) may well be regarded by Insurers as sufficient to exclude liability under the policy.

- 5.5 The Customer undertakes to ensure that BLUE LIGHT's interest is noted by insurers and if so requested by BLUE LIGHT shall notify BLUE LIGHT accordingly and give such other details of the policy or policies as BLUE LIGHT may require. Particulars of replacement values will be supplied by BLUE LIGHT on request.
- 5.6 Without in any way reducing the Customer's duty to insure, where BLUE LIGHT becomes aware that the Customer has not effected its own insurance, BLUE LIGHT has a right to effect suitable insurance on the Customer's behalf and at the Customer's expense. A charge will be made by BLUE LIGHT to the Customer to reimburse the premium paid and to cover BLUE LIGHT's administration costs in respect of such insurance, and the Customer shall indemnify BLUE LIGHT for all costs it incurs in respect of effecting such insurance. The Customer undertakes, if so requested by BLUE LIGHT, to make full disclosure of all material circumstances affecting such insurance and undertakes not to do or omit to do anything which would have the effect of invalidating such insurance.
- 5.7 BLUE LIGHT maintains insurances on road vehicles whilst driven by any person authorised by BLUE LIGHT. Details of the cover provided by these insurances (which include Road Traffic Act risks) are available on request. No person other than a person authorised by BLUE LIGHT may in any circumstances drive any vehicles supplied by BLUE LIGHT; where such vehicles are used by the Customer in circumstances not covered by BLUE LIGHT's insurances, the Customer undertakes to effect the appropriate insurance.

6. Liability

- 6.1 Where BLUE LIGHT supplies Sub-Contract Services such personnel shall (for the purpose of any liabilities to third parties or loss or damage sustained by the Customer or by BLUE LIGHT or by any such personnel) be deemed to be the agent(s) of the Customer and the Sub-Contract Services shall be deemed to be rendered by the Customer.
- 6.2 Unless expressly agreed in writing by BLUE LIGHT, time is not of the essence of any Contract and BLUE LIGHT shall not be liable for any delays in the supply of Equipment or Services by it, or any losses whatsoever due to any such delays however caused.

7. Standard of Equipment

- 7.1 Notwithstanding that BLUE LIGHT believes its standards to be high and is constantly reviewing its administrative and technical procedures with a view to effecting improvements wherever practicable, it does not and cannot give any guarantee that the Equipment supplied will not be or become in some respects defective or unfit for their purpose. It is therefore necessary for the Customer to ensure that clear instructions are given as to specifications and that checks and tests are made upon the Equipment by the Customer before they are put into use, both for completeness and for correct functioning and fitness for the Customer's purpose.

- 7.2 The Customer is responsible for any specification it provides to BLUE LIGHT and BLUE LIGHT shall not check, nor confirm the suitability of, such specification unless engaged to do so. The Customer shall ensure that all hired Equipment is installed and operated by a suitable competent / qualified person.
- 7.3 All Equipment shall be regularly examined and checked by BLUE LIGHT prior to despatch. If the Equipment is found to be defective or deficient by the Customer, the Customer must immediately inform BLUE LIGHT of the details of the defect or deficiency. BLUE LIGHT will (at its option) replace the Equipment or remedy the defects and deficiencies without additional charge, but at BLUE LIGHT's discretion, BLUE LIGHT shall not be liable for transportation charges or for any loss or damage of whatever kind however caused arising out of, or in connection with, the use or the inability to use the Equipment.
- 7.4 The Customer is responsible (unless BLUE LIGHT is contracted to do so) for carrying out routine maintenance and repairs (e.g. the replacement of lamps, lamp holders and service components) and will provide suitably qualified personnel to undertake such tasks. In the event that BLUE LIGHT's personnel are called out to carry out such routine tasks, BLUE LIGHT will charge their current rate plus expenses.
- 7.5 BLUE LIGHT will provide replacement parts or spare units at a ratio deemed appropriate by the company and an initial allowance of spare lamps free of charge, providing that the Customer returns the worn out item / defective lamp, otherwise the appropriate List Price will be charged. Additional lamps or consumable orders required in addition to this initial allowance will be charged for at the companies List Price. The Customer is advised to maintain the stock of spare parts and should give BLUE LIGHT reasonable notice to provide extra supplies. Where short notice necessitates urgent despatch BLUE LIGHT reserves the right to charge an administrative charge in addition to the delivery charge.
- 7.6 Without limiting the scope of clauses 7.3 and 7.5 and for the avoidance of doubt, replacement equipment and materials supplied in accordance with those provisions shall be supplied subject to these Conditions.

8. Indemnity

- 8.1 Subject to the provisions of clause 8.2 the Customer shall, at all times, keep BLUE LIGHT, its directors, employees and agents, effectively indemnified against all actions, proceedings, costs, charges, claims, expenses and demands whatsoever which may be made or brought against BLUE LIGHT, its directors, employees or agents, by any third party in respect of any alleged injury, loss, damage or expense arising out of, or in connection with the Equipment or Services supplied by BLUE LIGHT even where such injury, loss, damage or expense is caused wholly or in part by the negligence or breach of contract of BLUE LIGHT its directors, employees or agents.

- 8.2 Where actions, proceedings, costs, charges, claims, expenses and demands such as are referred to in clause 8.1, are in respect of death or personal injury caused wholly or in part by the negligence of BLUE LIGHT, its directors, employees or agents, or by breach of contract of BLUE LIGHT, neither BLUE LIGHT nor its directors, employees or agents shall claim indemnity from the Customer in respect of such proportion of those actions, proceedings, costs, charges, claims, expenses or demands as shall be found to be due to their negligence or breach of contract as the case may be.

9. Compensation

- 9.1 The Customer shall pay BLUE LIGHT the full Contract Price as a result of any cancellation or material variation of any Order.
- 9.2 The Customer shall compensate BLUE LIGHT for any loss which BLUE LIGHT may suffer as a result of the Customer's failure to return any hired Equipment to BLUE LIGHT's premises at the termination of the agreed hire period in good condition, (fair wear and tear excepted), or for any breach by the Customer of these Conditions.
- 9.3 The Customer shall pay to BLUE LIGHT (at BLUE LIGHT's option) the full replacement value of hired Equipment not returned or the full cost of repairing any damage.
- 9.4 Notwithstanding clause 9.1 the Customer shall pay BLUE LIGHT for all Services provided or partly provided prior to cancellation of an Order.

10. Use of Equipment and Termination

- 10.1 The Customer will take precautions whilst using the Equipment and will effect adequate insurance against appropriate risks in using the Equipment.
- 10.2 The Customer will advise BLUE LIGHT of its intended use of the Equipment prior to delivery (as defined in clause 4.4) and BLUE LIGHT reserves the right to treat the Customer as being in fundamental breach of the contract if it discovers such intended use to be substantially different from the details provided by the Customer and BLUE LIGHT shall be entitled to terminate the Contract and seek damages for its losses from the Customer as a result of such termination.
- 10.3 Without the prior written consent of BLUE LIGHT, hired Equipment must not be used on any abnormal or hazardous assignment or taken out of the Specified Countries or taken from the ground other than on a regular scheduled flight by any airline recognised by I.A.T.A. Customers must keep hired Equipment in their custody and must ensure that it is used in a skilful and proper manner, by persons having the appropriate qualifications and experience and who are familiar with the type of equipment. Customers must protect hired Equipment from the elements and take all reasonable precautions for its security and safety. Under no circumstances may Customers alter, add to, modify, adapt or misuse hired Equipment or

remove or disfigure any label or plate or identification. Customers must not affix to the Equipment, install thereon or insert therein, any accessory or any device incompatible with its proper use.

- 10.4 Customers must not sell, loan, assign, pledge, encumber, part with possession, or suffer any lien to be created over hired Equipment and BLUE LIGHT may terminate any hiring forthwith and without notice:
- 10.4.1 in the event of a Customer making any attempt to do so, or doing any act or omitting to do any act which thereby (in the opinion of BLUE LIGHT) jeopardises BLUE LIGHT's rights in the Equipment
- 10.4.2 if the Customer becomes the subject of any bankruptcy or liquidation proceedings or becomes insolvent or allows any judgement or well founded claim to remain unsatisfied, or fails to pay any hire charge or other sum due to BLUE LIGHT, or fails to comply with these Conditions.
- 10.5 The Customer agrees that a representative of BLUE LIGHT may enter upon any premises upon which hired Equipment may be kept, or is reasonably believed to be kept, for the purpose of its recovery at the termination of any hiring period, and where the Equipment is on premises not occupied or under the control of the Customer, the Customer undertakes to secure for BLUE LIGHT permission to enter for such purposes. The Customer shall compensate BLUE LIGHT for any costs incurred in repossessing hired Equipment.
- 10.6 No acceptance of the return, or repossession, of the Equipment, nor the granting of any indulgence by BLUE LIGHT, shall constitute a waiver by BLUE LIGHT of any of its rights under these Conditions.

11. Ownership

- 11.1 The Customer agrees that the Equipment and any materials or property supplied by BLUE LIGHT are subject to a lien for the general balance of the moneys from time to time due to BLUE LIGHT from the Customer, however arising.
- 11.2 Where BLUE LIGHT sells Equipment or other goods to the Customer, the risk therein shall pass to the Customer when the Equipment or goods leaves BLUE LIGHT's premises but equitable and beneficial ownership shall remain with BLUE LIGHT until full payment has been received (each Contract being considered as a whole) or until bona fide resale by the Customer at full market value, in which case BLUE LIGHT's beneficial entitlement shall attach to the proceeds of resale or the claim for such proceeds.

12. Personnel

- 12.1 Where BLUE LIGHT agrees to provide a named individual(s) to perform in whole or in part the Services and the individual(s) for whatsoever reason becomes unable to do so BLUE LIGHT

may provide a suitable replacement(s) and shall advise the Customer of the replacement(s) as soon as practicable.

- 12.2 Unless otherwise agreed in writing by BLUE LIGHT and the Customer, the Customer acknowledges that any copyright, trade marks, patents, design rights, moral rights or other intellectual property created by BLUE LIGHT's personnel in providing the Services shall belong absolutely to BLUE LIGHT.
- 12.3 The Customer will ensure that the conditions in which BLUE LIGHT's personnel are required to work complies with all relevant health and safety legislation and the Customer shall be liable for any injury, loss or damage caused by or to such personnel. Failure to comply with this clause to the satisfaction of the personnel concerned shall entitle BLUE LIGHT to suspend the performance of the Services until such time as the conditions are satisfactory to BLUE LIGHT's personnel and BLUE LIGHT shall reserve its right to repudiate the Contract where the conditions remain unsatisfactory for an unreasonable period (in BLUE LIGHT's sole discretion). In such circumstances, the Customer shall remain liable to BLUE LIGHT for the payment of the full Contract Price and such other expenses as BLUE LIGHT shall incur in the suspension of the performance of the Contract.
- 12.4 The Customer warrants that any information provided by it (or by its directors, employees, or agents) to BLUE LIGHT's personnel whilst providing the Services shall be accurate and may be totally relied upon by such personnel, who shall not be required or expected to check or otherwise authenticate such information prior to carrying out work in reliance on it (for example and without detracting from the generality of the foregoing, the suitability and capacity of the infrastructure on which BLUE LIGHT's personnel are required to work) unless specified otherwise.

13. Advice

- 13.1 The Services provided by BLUE LIGHT rely on information provided by the Customer and the parameters within which BLUE LIGHT are instructed to operate. BLUE LIGHT cannot be held responsible for their interpretation of such instructions and the Customer must give clear instructions in writing as to any exact requirements.
- 13.2 Modifications or variations of the instructions referred to in clause 13.1 shall render the Customer liable for extra charges incurred by BLUE LIGHT as a result of such amendment or addition.
- 13.3 The Customer has a duty to provide any updated information to BLUE LIGHT during the provision of Services, to enable its staff to incorporate such variations into the advice provided. Failure to update accordingly will render the Customer liable for extra charges based on remediation work required to be undertaken by BLUE LIGHT.

- 13.4 In the event that the Customer has instructed BLUE LIGHT to provide Services, part of which is outside the expertise provided by BLUE LIGHT. BLUE LIGHT shall be entitled to subcontract the advice to a suitable expert who shall be deemed to be an agent of the Customer and for whom BLUE LIGHT shall bear no liability whatsoever.

14. Sub-hiring or sub-contracting by BLUE LIGHT

- In addition to the Sub-Contract Services, BLUE LIGHT may sub-hire or sub-contract any of its obligations under these Conditions without the consent of the Customer.

15. Law

- These Conditions shall be governed by and construed in accordance with the laws of England and Wales.