

PETE STEEGE MUSIC

General Terms and Conditions, Payment, Refund and Booking Policies

November 2025

Version 4.5.1

Document Information

Version: 4.6 (or 5.0)

Effective Date: 6 November 2025

Last Updated: 6 November 2025

Supersedes: Version 4.5 (September 2025)

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For queries regarding these terms and conditions:

Email: accounts@petesteege.com

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0. Preface

Enclosed in this document you will find our current payment and refund/replacement policy. Please read it carefully, as this is the official policy in force at the present time. The policy listed below supersedes any other policy or terms and conditions document you may have received prior to today's date, and as such, governs **ALL** transactions between **PETER STEEGE** (or services provided under **PETE STEEGE MUSIC**) and clients. If you have any questions or comments about this policy, please do not hesitate to contact us at accounts@petesteege.com.

A. Current Payment Policy

Effective immediately, the following terms and conditions **MUST** be adhered to. ALL **PETER STEEGE** CLIENTS MUST READ, UNDERSTAND AND ADHERE TO THIS POLICY except where other written arrangements approved by **PETER STEEGE** OR ANY APPROVED REPRESENTATIVES exists. Any payment made without regard to this payment policy will be subject to the '**Late Payment of Commercial Debts (interest) Act 1998**' and the '**Late Payment of Commercial Debts Regulations 2002**'. (see below).

1. Typical policy is to collect payment after seven (7) days from the '**Billed date**' detailed on the invoice, which will be issued to the CLIENT.
2. In some cases, if you **HAVE** a service agreement in place with **PETER STEEGE** for services that have a '**fixed rate**', it may be necessary for a payment or deposit to be made up-front. This usually will not exceed 20% of the associated service charge. However, **PETER STEEGE** reserves the right to request payment **IN FULL** for some services prior to the service or any performance commencing.
3. If you **DO-NOT** have a service agreement with **PETER STEEGE** and you purchase any products and/or services from us, and we visit your office to install products and/or provide services, payment may be required for the **FULL AMOUNT** due for said products, services and in some cases mileage charges (see payment options) **BEFORE THE TECHNICIAN / PERFORMER DEPARTS YOUR PREMISES** or unless a payment agreement has been arranged prior to service or performance. The technician will ask if payment is available before starting work.
4. If payment is not available at that visit, the Technician/Performer will not install products or provide services during that visit. You will be charged a call-out fee and any incurred travel costs. The full service amount remains payable. Late charges apply (see Section J).
5. In the case of software or digital media ordered and delivered by Internet, e-mail or postal mail, **payment MUST BE RECEIVED BEFORE PRODUCT IS DELIVERED TO YOU.**
6. If, for any reason, an invoice is sent to you for any products or services, regardless if you have a service agreement or not, payment must be sent within **SEVEN (7) days** from the '**Billed date**' of the invoice, unless other **PETER STEEGE**-approved arrangements have been made ahead of time. Late charges apply (see below).

B. Bookings and Cancellations

1. Once a booking enquiry has been sent to **PETER STEEGE** we will send a quote for the provision of services or performances, which will remain valid for **THIRTY (30) days**. If the CLIENT agrees to the quote this should be indicated either by telephone, letter or email at which point confirmation of the booking will be made via a '**Booking confirmation**' form, entering the CLIENT and **PETER STEEGE** into a provision of services agreement detailed in these terms and conditions.
2. If a BOOKING for a performance or service has been confirmed, the CLIENT may cancel the BOOKING at any time up to TWENTY FOUR (24) HOURS before the specified time of the start of the performance or service. If the Booking is cancelled with **less than TWENTY FOUR (24) HOURS' written notice**, the CLIENT agrees to pay a **Cancellation Fee equal to the FULL AMOUNT DUE** that has been quoted and agreed for the Booking. The parties acknowledge and agree that this Cancellation Fee is a **genuine pre-estimate of the damages and loss** **PETER STEEGE** will suffer due to the late notice, including, but not limited to, the **loss of the reserved time slot** and the **lost opportunity to accept an alternative engagement or performance** during that time. This does not, however, include any Force Majeure Events (as defined in Section Q) such as severe weather, accident, illness, or other events beyond reasonable control preventing the performance.

C. Provision of Equipment and P.P.E

1. The CLIENT agrees to provide all equipment required for any **BOOKING, PERFORMANCE, or SERVICE AGREEMENT** free of charge, including:
 - (i) Performance fixtures, technical equipment, and safe access equipment as specified in any technical rider or communicated prior to booking;
 - (ii) Standard workplace Personal Protective Equipment (P.P.E.) where applicable to the work environment, including but not limited to ear protection, dust masks, high-visibility clothing, or safety footwear;
 - (iii) Specialist P.P.E. where the nature of the work requires it (e.g., harnesses for work at height, breathing apparatus for confined spaces).
2. Failure to provide such equipment:
 - (i) Partial Performance: If **PETER STEEGE** can reasonably perform the service without the missing equipment or via alternative methods, **PETER STEEGE** may carry out a partial or modified service. The **CLIENT** remains liable for the full agreed amount. **PETER STEEGE** is not liable for any reduced scope, quality, or outcomes resulting from missing equipment.
 - (ii) Non-Performance: If missing equipment prevents safe or reasonable performance of the service, **PETER STEEGE** may decline to perform. The **CLIENT** remains liable for the full agreed amount unless alternative arrangements are agreed in writing in advance.

D. Equipment Hire, Provision of Hired equipment and Use of hired equipment

Where equipment is hired from **PETER STEEGE** directly or through **PETER STEEGE** from a third party supplier, some or all rental costs may be asked for in advance or upon the start of the HIRE AGREEMENT which must be signed at the start or before the hire period. Should delivery and / or collection costs be incurred on equipment related to hire agreements, either by **PETER STEEGE** or by third party couriers, these costs may be – at the discretion of **PETER STEEGE** - passed on to the HIRER and will be detailed on the HIRE AGREEMENT.

1. **Third-Party Equipment Liability:** If equipment is hired through a company or service other than **PETER STEEGE**, **PETER STEEGE** is **NOT** liable for damage, loss, theft, or delivery/collection organisation and costs, **EXCEPT WHERE:**
 - **PETER STEEGE** employees, contractors, or representatives have been specifically hired for services that involve the use of the outsourced equipment, **AND**
 - Gross negligence or damage by **PETER STEEGE** employees, contractors, or representatives can be proved to the equipment.
2. In all other circumstances, any delivery and/or collection organisation and associated costs will be the responsibility of the provider of this equipment.

E. Retention of Title ('ROT') & Digital Rights

In many situations it may be necessary for equipment (belonging to **PETER STEEGE** or on hire from third parties) to be used whilst services are being carried out for the **CLIENT**, or on extended placement within a venue. Where extended equipment placement is required, separate **RENTAL** or **PURCHASE** agreements may be entered into between **PETER STEEGE** and the **CLIENT** and subject to the terms and conditions detailed within this policy, and to applicable laws and regulations pertaining to such agreements.

1. 'ROT' clause (Physical Assets):

- (i) Items belonging to **PETER STEEGE** that are placed free of charge or under a **RENTAL** agreement within a work environment (such as, but not limited to; tools, communications and computing infrastructure, sound equipment and effects lighting) shall remain the property of **PETER STEEGE**.
- (ii) Where items or goods have been supplied under a **PURCHASE AGREEMENT**, **PETER STEEGE** remains the owner of the goods until such time as these and all other sums owed by the buyer (pertaining to the purchase items) to **PETER STEEGE** have been paid in their entirety.
- (iii) For applicable services, the **CLIENT** shall at all times allow the agents or servants or any person(s) enacting on behalf of **PETER STEEGE** to have reasonable access to the equipment to inspect, test, adjust, repair, remove or replace. This includes both **PHYSICAL** access and **DIGITAL** access to and from digital communications equipment such as computers or networking infrastructure (either in person or via the Internet or similar) that have been placed and operated by **PETER STEEGE** under the afore mentioned agreement.
- (iv) These clauses shall remain in effect where equipment that is the property of **PETER STEEGE** remains on a premises if outside of any **HIRE** or **PURCHASE** agreement, or where such agreements have been broken. As such, an adequate period of time shall be allowed for the unhindered access and retrieval of equipment, free of charge.

2. Retention of Rights and Conditional Licensing (Digital Products and Intellectual Property):

- (i) **License Grant, Not Sale:** Where **PETER STEEGE** delivers software, digital media, production music, or other intangible goods ("Digital Products") directly to clients (not through third-party agreements covered under Section M), the **CLIENT** receives a limited, conditional license to use such products, not ownership or transfer of intellectual property rights. All copyrights, trademarks, and intellectual property remain the sole property of **PETER STEEGE**.
- (ii) **Payment as Condition Precedent:** The license granted under subsection E.2(i) is expressly conditional upon full and timely payment of all sums owed to **PETER STEEGE**. The license shall not be deemed effective, valid, or enforceable until:

- All invoiced amounts are paid in full within the payment terms specified in Section A; **AND**
- All late fees, interest, or debt recovery costs (if applicable under Section J) are satisfied.

- (iii) **Automatic Revocation Upon Non-Payment:** If payment is not received within **SEVEN (7)** days of the Billed Date (or agreed alternative), the license granted under subsection E.3(i) may be suspended following written notice of default.

If payment is still not received within a further **SEVEN (7)** days after such notice, the license shall automatically terminate without further notice. Upon termination:

- The **CLIENT** must immediately cease all use, reproduction, distribution, public performance, synchronisation, or exploitation of the Digital Products;
- The **CLIENT** must delete or destroy all copies in their possession or control and provide written confirmation upon request;
- Any continued use after termination constitutes unauthorised use and may result in statutory copyright infringement and contractual remedies.
- (iv) **Scope of Use:** Unless otherwise specified in a separate written agreement, all licenses are granted on a non-exclusive, non-transferable, non-sub-licensable basis. Usage is limited to the scope expressly communicated in the related quote, invoice, or booking confirmation. Any use beyond the agreed scope requires prior written approval and may incur additional fees.
- (v) **Survival:** This subsection E.2 survives termination of any service agreement and applies to all Digital Products delivered under direct client agreements as specified in Section N.3.

F. Internet Access

1. The **CLIENT** agrees to supply or give un-restricted access to an Internet connection on the premises, whether hard wired or through a WI-FI access point. Where passwords or infrastructure requirements secure access, arrangements shall be made by the **CLIENT** to allow for a successful and secure connection.
2. **DIGITAL access** through secure protocols to and from systems that use this connection shall be allowed at all times and also subject to section E.2 clause (iii) of this policy.

G. Data Protection and Privacy

Data protection and privacy are treated with utmost importance. By entering into this agreement, it is acknowledged and agreed that any personal data or sensitive information shared shall be managed in compliance with the **UK General Data Protection Regulation (UK GDPR)** and the **Data Protection Act 2018**.

Reasonable technical and organisational measures are implemented to ensure confidentiality, integrity, and security of all data processed. Further information regarding data collection, usage, and storage is available in the Privacy Policy.

The current privacy policy can be obtained from <http://www.petesteege.com>

H. Digital Storage and Client Portal Access

Client files, products from services, and related digital media may be stored online, on servers, or other forms of online storage provided by a **HOSTING PROVIDER** (currently Ionos Cloud Ltd.) and maintained by **PETER STEEGE**. Access may be provided through custom software, websites, or client portals developed and operated by **PETER STEEGE**.

1. **PETER STEEGE** and the **HOSTING PROVIDER** reserve the right to revoke, change, suspend, or terminate client access to storage services, portals, or custom software, and to modify, delete, or remove files (partially or wholly) at any time, or to migrate, update, or discontinue the technical infrastructure supporting these services. Reasonable advance notice will be provided where practicable, except in circumstances requiring immediate action including but not limited to: security risks, data breaches, payment default, technical emergencies, or urgent system maintenance.
2. **Circumstances that may result in revocation or termination include** (but are not limited to):
 - Non-payment or breach of payment terms outlined in Section J.
 - Technical failures, security concerns, or system migrations.
 - Termination of service agreements between **PETER STEEGE** and **CLIENT**.
 - Discontinuation of hosting services by **HOSTING PROVIDER**.
3. The lifetime of such hosting services maintained by **PETER STEEGE** shall be deemed the period commencing when an agreement between the **CLIENT** and **PETER STEEGE** is entered into (outlined in these terms and conditions) and ending upon cancellation, withdrawal, or termination of this service (by either **PETER STEEGE** or the **HOSTING PROVIDER**) or upon conclusion of a related service.
4. **PETER STEEGE** is not liable for any loss of data, business interruption, or inability to access files resulting from the exercise of the rights in subsection H.2. **CLIENTS** are responsible for maintaining their own backup copies of critical files.
5. **Clarification on Rights:**
 - Revocation of portal/storage access does not revoke any intellectual property rights, licenses, or usage permissions previously granted under separate agreements.
 - Conditional licenses for digital products (per Section L) remain subject to automatic termination in the event of payment default or other breaches, as specified therein.

I. Payment Options

1. Payment should be made using one of the following options: **CASH, CHEQUE, DIRECT BANK TRANSFER, or PayPal.**
2. Specific payment details (including bank account numbers, sort codes, and PayPal information) will be provided on individual invoices.

J. Late Charges

All payments including invoices, visit fees, service charges, mileage charges, and claimable expenses described in this policy **MUST BE RECEIVED BY PETER STEEGE** within **SEVEN (7) days** of the "Billed Date" shown on the invoice, or by a set date or timeframe where alternative arrangements have been agreed in writing.

1. If payment is not made within this time period, you will be liable for:
 - (i) Interest: Charged at the Bank of England base rate plus eight percent (8%) per annum (with a minimum total rate of 8% per annum), calculated on a daily basis from the due date until payment is received, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
 - (ii) Debt Recovery Costs: Fixed compensation for recovery costs in accordance with the Late Payment of Commercial Debts Regulations 2002, as follows: • £40 for debts under £1,000 • £70 for debts between £1,000 and £9,999.99 • £100 for debts of £10,000 or more
2. These charges apply to all **CLIENTS** without exception.
3. Non-payment may result in your account being sent to collections, suspension of services, and possible litigation to recover payment. If you have questions or concerns, or believe you have been charged incorrectly, please contact us **IMMEDIATELY** at accounts@petesteege.com so that we can work together to find a solution.
4. PETER STEEGE prefers to resolve payment issues amicably and will only resort to collections or legal action where other reasonable means have been exhausted.

K. Refund and Replacement Policy

All software, digital media, and support package sales are final. If the service, performance, or products purchased do not meet your needs, contact **PETER STEEGE** immediately. We will work to add requested features or correct any perceived issues. Dissatisfaction with service should be reported promptly so concerns can be addressed. This policy does not affect statutory consumer rights.

L. Software, Digital Products, and Intellectual Property

All terms relating to software, digital media, production music, websites, and other intangible goods are governed by Section E.3 (Retention of Rights and Conditional Licensing).

All such products are licensed, not sold. The **CLIENT** receives a limited, conditional, non-exclusive, non-transferable license contingent on full and timely payment. All intellectual property rights remain the sole property of **PETER STEEGE**. Unauthorised use, reproduction, or distribution constitutes copyright infringement and breach of contract.

M. Dispute Resolution

In case of disputes or claims arising from or related to this agreement, including matters of validity, existence, or termination, they shall be subject to the jurisdiction of **The United Kingdom of Great Britain and Northern Ireland** and in accordance with applicable laws. The involved parties commit to attempting amicable resolution through negotiation or mediation. If such resolution is unattainable, either party reserves the right to seek legal remedy through the relevant courts.

N. Third-Party Agreements and Separate Contracts

1. Where **PETER STEEGE** delivers products or services pursuant to a separate written agreement with a third party (including but not limited to music library contracts, distribution agreements, or publisher agreements), **the terms of that separate agreement shall govern** the relationship between the parties for those specific products or services.
2. To the extent these General Terms and Conditions conflict with any such separate written agreement, **the separate agreement shall take precedence** for the products/services covered by that agreement.
3. These General Terms and Conditions apply to all other products, services, and transactions not governed by a separate written agreement, including but not limited to:
 - Direct client commissions for custom software, music, or technical services
 - Physical performance services and equipment installation
 - Equipment hire and sale arrangements
 - Any ad-hoc services or products delivered directly to clients
4. For clarity: payment terms in Section A, including pre-payment requirements in Section A.5, apply only to direct client transactions and **do not override** payment structures established in separate written agreements with third parties.

O. Updating Terms and Conditions

1. The right to revise or modify these terms and conditions is reserved. Any alterations shall become effective upon posting the updated terms on petesteege.com or through alternative means of communication.
2. **For New Agreements:** Changes to these terms apply to all new bookings, service agreements, purchases, or contracts entered into after the effective date of the updated terms.
3. **For Existing Agreements:** Existing service agreements, bookings, and contracts remain governed by the terms and conditions in effect at the time the agreement was formed, unless both parties agree in writing to adopt the updated terms.
4. It is the responsibility of all parties to periodically review these terms to stay informed about any adjustments. Continued engagement with **PETER STEEGE** for new services or transactions after changes to the terms indicates acceptance of the updated terms for those new engagements.

P. Limitation of Liability

1. **Exclusion of Indirect Loss:** **PETER STEEGE** shall not be liable to the **CLIENT**, whether in contract, tort (including negligence), or otherwise, for any indirect, special, or consequential loss or damage, including, but not limited to, **loss of profit, loss of revenue, loss of anticipated savings, loss of data, or loss of business opportunity**, arising out of or in connection with the provision of services or products under these terms.
2. **Liability Cap:** The total aggregate liability of **PETER STEEGE** to the **CLIENT** for any and all claims arising out of or in connection with these terms, whether in contract, tort (including negligence), or otherwise, shall in all circumstances be limited to a sum equal to **100% of the total fees paid by the CLIENT to PETER STEEGE** for the specific product or service giving rise to the claim in the twelve (12) months preceding the date the claim arose. This limitation applies only to **business-to-business transactions** and shall not be construed to exclude any liability that cannot lawfully be limited under applicable commercial law.
3. **No Exclusion:** Nothing in these Terms and Conditions shall exclude or limit the liability of **PETER STEEGE** for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot be lawfully excluded or limited.

Q. Force Majeure

1. **PETER STEEGE** shall not be liable for any failure or delay in performing its obligations under these terms if such failure or delay is caused by circumstances beyond its reasonable control (a "Force Majeure Event"). This includes, but is not limited to:
 - Acts of God (earthquake, flood, extreme weather)
 - War, terrorism, riots, or civil unrest
 - Fire, explosion, or accident
 - Epidemic, pandemic, or government-imposed restrictions
 - Widespread network, telecommunications, or power failures
 - Acts of government or competent authority
 - Industrial action affecting third parties
 - Illness, injury, or personal emergency preventing performance
2. **Notification & Suspension**
If a Force Majeure Event occurs, **PETER STEEGE** shall notify the **CLIENT** as soon as reasonably practicable and shall be entitled to suspend performance of its obligations until the Force Majeure Event ceases. **PETER STEEGE** will use reasonable endeavours to mitigate the effects and resume performance as soon as possible.
3. **Termination**
If the Force Majeure Event continues for a period exceeding thirty (30) days, either party may terminate the affected service agreement upon written notice. All fees due for work completed up to the date of termination shall remain payable by the **CLIENT**. No cancellation fees under Section B apply where termination results from a Force Majeure Event.

R. Performance and Technical Services - Additional Terms

1. Rehearsal and Sound Check Time

Where **PETER STEEGE** is engaged to provide live performance or technical services at a venue, the **CLIENT** agrees to provide reasonable access time for:

- (i) Sound checks and technical setup prior to performance time
- (ii) Rehearsal time where specified in the booking confirmation
- (iii) Safe load-in and load-out periods for equipment

Unless otherwise agreed prior to the **PERFORMANCE**, an appropriate amount of time prior to the scheduled **PERFORMANCE** start time should be made available for sound check and setup.

Failure to provide adequate setup time may result in:

- Reduced performance quality or scope
- Delayed performance start time
- Cancellation of the booking with full fees remaining due (as per Section B)

2. Overtime and Extended Performance

Performance times and durations will be as specified in the booking confirmation. Where the **CLIENT** requests extended performance time beyond the agreed duration:

- (i) Overtime rates will apply at a pre agreed amount if performances are extended beyond the scope of the original agreement, or at £25 per hour where no prior arrangement has been agreed.
- (ii) Extended time must be agreed by **PETER STEEGE** prior to exceeding the scheduled end time.
- (iii) Overtime charges will be invoiced separately and are subject to the payment terms in Section A.

PETER STEEGE is not obligated to provide extended performance time and may decline based on prior commitments, fatigue, or other reasonable grounds.

3. Music Licensing for Performances

Where **PETER STEEGE** provides performances at venues:

- (i) The **VENUE/CLIENT** is responsible for ensuring valid PRS for Music (Performing Right Society) and PPL (Phonographic Performance Limited) licenses are in place where applicable,
- (ii) **PETER STEEGE** is not responsible for obtaining venue music licenses unless explicitly agreed in writing as part of the service.
- (iii) The **CLIENT** warrants that all necessary licenses are in place and indemnifies **PETER STEEGE** against any claims arising from lack of appropriate licensing.

Where **PETER STEEGE** performs original compositions, **PETER STEEGE** retains all rights to the musical works performed unless otherwise agreed in a separate written agreement.

4. Recording and Broadcast Rights

Unless otherwise agreed in writing:

- (i) The **CLIENT** may not record, broadcast, or commercially exploit any performance without prior written consent from **PETER STEEGE**.
- (ii) Social media clips and promotional use by the venue are permitted provided they credit **PETER STEEGE** appropriately.
- (iii) Any commercial use of recorded performances requires a separate licensing agreement and may incur additional fees.

Section R continued ...

5. **Technical Specifications and Venue Requirements**

PETER STEEGE will provide a technical rider detailing equipment, space, power, and access requirements prior to the performance date. The **CLIENT** agrees to:

- (i) Review the technical rider and confirm compliance or discuss alternatives
- (ii) Ensure the venue meets the specified technical requirements
- (iii) Provide a suitable performance area, adequate power supply, and safe working environment
- (iv) Notify PETER STEEGE immediately if any requirements cannot be met

Failure to meet technical requirements may result in modified or cancelled performance as outlined in Section R.1 and Section C.

S. Client Acknowledgment

1. By engaging in any form of service, purchase, or interaction with **PETER STEEGE**, you **acknowledge** that you have read, understood, and agreed to abide by the terms and conditions outlined herein.
2. **You acknowledge** that you have had the opportunity to seek independent legal advice where required, and that you fully comprehend the implications and responsibilities set forth in these terms and conditions, **including the payment obligations in Section A and the limitation of liability in Section P.**
3. You further acknowledge that the terms and conditions are subject to change as outlined in the '**Updating Terms and Conditions**' section of this agreement. It is your responsibility to periodically review the terms to remain informed about any modifications.
Payment of any invoice issued by **PETER STEEGE** constitutes acceptance of these Terms and Conditions as they apply to the services or products covered by that invoice. By making payment, the CLIENT acknowledges having had reasonable opportunity to review these terms at <https://www.petesteege.com/qmd/paypol>
4. By proceeding with any service, purchase, or interaction, you demonstrate your consent and acceptance of these terms and conditions. If you do not agree to these terms, you should refrain from engaging in any transactions or interactions with **PETER STEEGE**.

Appendix A. Definitions and Interpretations

In these Terms and Conditions, unless the context requires otherwise:

- "Billed Date" means the date shown on an invoice as the date from which payment terms commence.
- "BOOKING" means a confirmed reservation for services or performance as outlined in a Booking Confirmation form.
- "CLIENT" means the individual, company, or organisation engaging PETER STEEGE for services or products.
- "Force Majeure Event" has the meaning given in Section Q.
- "HIRE AGREEMENT" means a formal agreement for the rental of equipment, whether verbal or written, entered into between PETER STEEGE and the CLIENT.
- "HOSTING PROVIDER" means the third-party service provider maintaining servers and digital infrastructure on behalf of PETER STEEGE (currently Ionos Cloud Ltd.).
- "PETER STEEGE" means Peter Steege trading as Pete Steege Music and/or Peter Steege, sole trader.
- "PURCHASE AGREEMENT" means an agreement for the sale and transfer of ownership of goods from PETER STEEGE to the CLIENT.
- "SERVICE AGREEMENT" means an ongoing arrangement for the provision of services, whether fixed-rate or ad-hoc.
- References to "writing" or "written" include email and other electronic communication.
- References to statutory provisions include those provisions as amended, re-enacted, or replaced from time to time.
- Words in the singular include the plural and vice versa. Headings are for convenience only and do not affect interpretation.