

The Total Event Company Limited

Organiser Standard Terms and Conditions

1. Interpretation

1.1 In these Conditions:

'The Contractor' refers to The Total Event Company.

'Contract Work' refers to any or all of the work which the Contractor agrees to perform and/or the services which the Contractor agrees to provide including the provision of goods on hire or by sale in accordance with the relevant quotation.

'Goods' refers to all goods of whatsoever description including but not limited to materials, plant, equipment, machinery and fittings.

'Customer' refers to the person, firm or corporate body who agrees to purchase Contract Work.

'Contract' refers to any contract between the Contractor and the Customer for the carrying out of Contract Work.

1.2 The headings in these Conditions are for convenience only and shall not affect the interpretation of a Contract.

1.3 A reference to one gender includes a reference to the other gender.

2. Orders and specifications

2.1 The Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No variation of, or addition to, these Conditions shall be effective unless in writing and signed by the Contractor and the Customer.

2.3 The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Contractor which is not set out in these Terms and Conditions. Nothing in this condition shall exclude or limit the Contractor's liability for fraudulent misrepresentation.

2.4 Any typographical or clerical error or omission in any price list, acceptance, invoice or other such document issued by the Contractor shall be subject to correction without any liability on the part of the Contractor.

2.5 All specifications, descriptions, drawings, designs, measures or other information provided by the Contractor in relation to Contract Work and/or Goods are approximate and, in relation thereto, the Contractor reserves the right to incorporate modifications or amendments in Contract Work subject to the consent of the Customer, such consent not to be unreasonably withheld.

2.6 A Contract shall be created by the Customer placing an order with the Contractor, irrespective of how such acceptance or order is expressed.

2.7 The Customer shall be responsible to the Contractor for ensuring the accuracy of the terms of any order or other material (including any applicable specification) submitted by it or on its behalf and for giving the Contractor any necessary information relating to Contract Work within a sufficient time to enable the Contractor to perform the Contract in respect thereof in accordance with its terms.

2.8 Cancellation of an order after confirmed will incur a minimum charge of 10% of the quotation value to cover initial works completed. Cancellation of any order within twenty-eight days of the event to which it pertains will incur a charge of 50% of the total order value. Cancellation of an order within seven days of the event to which it pertains will incur a charge of 100% of the total order value.

2.9 The Contractor shall have and retain the property, copyright, design right and all other intellectual or industrial property rights in all know how, trade secrets, trademarks, service marks, drawings, designs, plans, models, specifications and/or estimates prepared by the Contractor. If the Customer uses or allows any third party to use any design or other intellectual property rights of the Contractor provided as part of the Contract Work other than as contemplated under the Contract, the Customer will, without prejudice to any other remedy available to the Contractor, pay the Contractor under the Contract plus VAT.

- 2.10 Where the Customer is to supply goods ('Customer's Property') to the Contractor in connection with the Contract Work the Contractor will not be liable to the Customer for loss of or any damage to Customer's Property unless caused by the negligent act or omission of the Contractor.
- 2.11 If any part of Contract Work is to be performed elsewhere than on the Contractor's premises, the Customer shall be responsible to the Contractor for insuring the place of performance of such Contract Work and shall indemnify the Contractor against liability for any damage to the place of performance of such Contract Work, however caused.
- 2.12 If artwork for any graphics has been supplied and processed, no refunds will be issued for the products chosen as the items will be sent for print.

3. Prices

- 3.1 The Contractor reserves the right by giving notice to the Customer at any time before completion of Contract Work to increase the price of the applicable Contract in the following circumstances:
- 3.1.1 Where additional work is performed at the Customer's request; and/or
- 3.1.2 to reflect any increase in the cost to the Contractor which is due to any factor beyond the Contractor's control (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, increase in the cost of labour, materials or other costs of performance) or any failure of the Customer to give the Contractor adequate information or instructions; and/or
- 3.1.3 without prejudice to the generality of condition 3.1.2 above, to reflect any increase in the general index of retail prices compiled by the United Kingdom Department of Employment and published in the United Kingdom in the monthly digest of statistics by the Central Statistical Office or any index substantially replacing it.
- 3.2 Prices are exclusive of VAT and, where applicable, any additional or substitute taxes, levies, imposts, duties, fees or charges all of which shall be paid by the Customer.
- 3.3 Where Early-Bird pricing is offered, to be eligible for this price the customer's order and payment must be received by the contractor on, or before the Early-Bird deadline. The contractor reserves the right if payment is not received by the deadline date, to reissue the invoice based on standard pricing.

4. Terms of payment

- 4.1 The Customer shall pay the balance (including any extra sums due under Condition 3.1 above) by the deadline dates stated on the storefront for Early-Bird or Standard pricing, as appropriate to the customer's order date (subject to change under condition 3.3). Receipts for payment will be issued only on request.
- 4.2 Should the Customer subsequently cancel the order or any part thereof, the payment may be subject to a cancellation charge of condition 2.8.
- 4.3 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Contractor, the Contractor shall be entitled, at its option at any time thereafter to:
- 4.3.1 terminate the relevant Contract and suspend further performance of Contract Work; and
- 4.3.2 require the immediate return of any Goods hired to the Customer; and
- 4.3.3 require full payment, without deduction, of the total amount due and/or which would have become due under the relevant Contract but for termination
- 4.4 Property in Goods supplied by way of sale under a Contract shall not pass until payment by the Customer of all sums due under the Contract under which the Goods were delivered.

5. Warranty

- 5.1 Provided that notice is given as soon as reasonably possible, and in any event within fourteen days of the defect being discovered and provided always that in the case of Goods such notice must be given within the period of hire, where supplied on hire, or within 12 months of the date of delivery, where supplied by way of sale, if the Customer gives notice of a defect in Contract Work, and the defect was not caused in whole or in part by any matter, action or occurrence outside the Contractor's control the Contractor shall, in its sole discretion, either

remedy the defect or refund to the Customer a reasonable proportion of the price of the Contract. The contractor will provide an out of hours contact telephone number for the customer to enable the contractor to remedy or replace faulty hired goods.

6. Liability

- 6.1 The terms of Condition 5 are, to the extent legally permissible, in lieu of all conditions, warranties and statements of whatever nature in respect of Contract Work whether express or implied by statute, trade, custom or otherwise and any such condition, warranty or statement is hereby excluded.
- 6.2 The Contractor shall not be liable for any defect in Contract Work arising directly or indirectly from compliance with any drawing, design, specification or order of the Customer.
- 6.3 Without prejudice to the terms of Conditions 6.1, 6.2 and 6.4, the Contractor will accept liability for any loss or damage sustained by the Customer as a direct result of any breach of a Contract or of any liability of the Contractor (including negligence) in respect of the performance of a Contract provided that such liability shall be limited to payment of damages not exceeding the invoice value of the Contract in question.
- 6.4 Subject to the terms of Condition 6.6, the Contractor shall not be liable for the following loss or damage howsoever caused (even if foreseeable or in the Contractor's contemplation);
 - 6.4.1 Loss of profits, business or revenue whether sustained by the Customer or any other person; and/or
 - 6.4.2 special, indirect or consequential loss or damage, whether sustained by the Customer or any other person; and/or
 - 6.4.3 any loss arising from any claim made against the Customer by any other person.
- 6.5 The Customer shall indemnify the Contractor against all claims, actions, costs, expenses (including court costs and legal fees) or other liabilities whatsoever in respect of:
 - 6.5.1 Any liability arising under the Consumer Protection Act 1987, unless caused by the negligent act or omission of the Contractor in the manufacture and/or supply of Goods; and/or
 - 6.5.2 any claim for breach of industrial and/or intellectual property rights arising out of compliance with any drawings, designs, specifications or order of the Customer; and/or
 - 6.5.3 any breach of Contract or negligent or wilful act or omission of the Customer in relation to a Contract.
- 6.6 Nothing in these conditions excludes or limits the liability of the Company:
 - 6.6.1 For death or personal injury caused by the Company's negligence;
 - 6.6.2 under section 2(3) of the Consumer Protection Act 1987;
 - 6.6.3 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
 - 6.6.4 for fraud or fraudulent misrepresentation.
- 6.7 Nothing in these conditions shall affect the statutory rights of the consumer.

7. Hired goods

- 7.1 Unless specifically provided by way of sale, all Goods used or supplied by the Contractor in connection with Contract Work shall be deemed to be on hire to the Customer.
- 7.2 Insurance must be arranged by the Customer for the full value of all hired items, on a new for old basis. The interest of the Contractor should also be noted. Any goods the subject of a claim shall be deemed as on a continuous hire basis until such times as the claim has been agreed and settled in full to Contractor.
- 7.3 The Customer shall indemnify the Contractor against the loss of and/or damage to hired Goods unless caused by the negligent act or omission of the Contractor.
- 7.4 The Customer shall keep hired Goods in his possession and/or under his control at all times and shall not remove them from the place where they are installed by the Contractor without the latter's prior written consent.
- 7.5 The period of hire shall continue until possession of the equipment passes back to the Contractor and it is the responsibility of the Customer to obtain from the Contractor or its authorised representative written acknowledgment of receipt of the equipment which shall alone constitute evidence of the return of the equipment to Contractor but without prejudice to any outstanding obligations of the Customer which under the provisions of these conditions continue notwithstanding the return of the equipment to the Contractor.

7.6 The Contractor reserves the right to substitute any hire stock or product that is unavailable, without notice, and offer an alternative of reasonable performance, specification and quality or a refund for the item(s) in question if an alternative is not available or feasible.

8. Force majeure

8.1 The Contractor shall be entitled, without liability on its part and without prejudice to its other rights, to terminate a Contract or any unfulfilled part thereof or, at its option, to suspend or give partial performance under it, if performance by the Contractor or by its suppliers is prevented, hindered, or delayed whether directly or indirectly by reason of any cause whatever beyond the Contractor's or its suppliers' reasonable control, whether such cause existed on the date when the Contract was made or not.

9. Insolvency

9.1 If the Customer, being an individual, or being a firm, if any partner in the Customer is the subject of a petition for a bankruptcy order or of an application for an interim order under Part VIII of the Insolvency Act 1986, or if the Customer, being a company, compounds with its creditors or has a receiver or manager appointed in respect of all or of any part of its assets or is the subject of an application for an administration order or of any proposal for a voluntary arrangement under Part 1 of the Insolvency Act 1986, or enters into liquidation whether compulsorily or voluntarily otherwise than for the purpose of amalgamation or reconstruction, or if the Contractor reasonably believes that any of the above events is about to occur, then the Contractor shall be entitled immediately, and at any time thereafter, to terminate forthwith any Contract or any unfulfilled part thereof.

10. General

10.1 No waiver by the Contractor of any breach of Contract by the Customer shall be construed as a waiver of any subsequent breach of the same or any other provision.

10.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

10.3 Any dispute arising under or in connection with these Conditions or the work done by the Contractor shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party.

10.4 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Contractor.

10.5 Failure or delay by the Contractor in enforcing or partially enforcing its rights under the Contract will not be construed as a waiver of any of its rights under the Contract.

10.6 The parties to this Contract do not intend that any term of this Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

10.7 This Contract shall be governed by the Laws of England