



TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES (BUSINESS)

1. INTERPRETATION

1.1 In these Terms and conditions:

Contract: means the contract between the Supplier and the Customer which incorporates these Terms.

Customer: means the person, firm or company named in the Specification Sheet for whom the Supplier has agreed to provide the Service in accordance with these Terms.

Customer Booking: means the Customer's confirmation of an order for Services, or acceptance of a Quotation for Services subject to these terms.

Customer's Equipment: means any equipment, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of the Services.

Document: includes, in addition to a document in writing, a map, plan, design, drawing, picture or other image, or any other record of any information in any form.

Event: means the function, event or occasion in respect of which the Services are provided as specified in the Specification Sheet.

Event Date: means the dates on which the Services are to be provided as specified in the Specification Sheet.

Quotation: means any written quotation submitted by the Supplier to the Customer.

Services: means the events management services and arrangements provided by the Supplier for the Customer as specified in the Specification Sheet.

Specification Sheet: means the sheet to which these Terms are attached and which is headed 'Specification Sheet'.

Supplier: means Xena Events of 1 Station Cottages, Beamish, Stanley, County Durham, DH9 0QZ (including its employees, agents, consultants, and subcontractors).

Supplier's Charges: means the charges detailed in the Specification Sheet.

Supplier's Equipment: means any equipment, systems, cabling, facilities, materials, and information provided by the Supplier in relation to the Services provided by the Supplier or its agents or subcontractors and used directly or indirectly in the supply of the Services but which shall at all times, be and remain the exclusive property of the Supplier.

Terms: means these terms and conditions which are appended to or accessible from the Specification Sheet.

VAT: means value added tax chargeable under English law for the time being and any similar additional tax.

Venue: means the premises where the Services are to be provided as specified in the Specification Sheet.

Writing: and any similar expression, includes facsimile transmission, email and comparable means of communication.

1.2 A reference in these Terms to any provision of a statute shall be construed as a reference to that provision as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Headings in these Terms are for convenience only and shall not affect their interpretation.

1.4 Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

2. FORMATION OF THE CONTRACT

2.1 Quotations are given by the Supplier on the basis that no Contract shall come into existence except in accordance with condition 2.3. Any written quotation is valid for a period of 90 days from its date, subject to availability of stock, provided that the Supplier has not previously withdrawn it.

- 2.2 These Terms, together with the details on the Specification Sheet apply to the provision of Services by the Supplier. Any changes or additions to these Terms or those details must be agreed in writing between the Customer and the Supplier.
- 2.3 No Contract exists between the Customer and the Supplier for the provision of Services unless and until the Supplier has received an accepted the Customer's signed copy of the Specification Sheet and has sent to the Customer Written confirmation of the Customer Booking to the address, fax number or email address the Customer has given or (if earlier) has started to provide the Services specified in the Specification Sheet. Once the Supplier does so, there is a binding legal contract between the Supplier and the Customer.
- 2.4 The Supplier may from time to time revise and amend these Terms without notice to the Customer in relation to the provision of future Services.
- 2.5 These Terms shall prevail over any inconsistent terms or conditions contained, or referred to, in the Customer Booking or other Document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.

3. COMMENCEMENT AND DURATION

- 3.1 The Services supplied under the Contract shall be provided by the Supplier to the Customer from the date specified in the Specification Sheet.
- 3.2 Subject to condition 11, the Services supplied under the Contract shall continue to be supplied for the period specified in the Specification Sheet.

4. CUSTOMER'S OBLIGATIONS

- 4.1 The Customer, at its own expense, shall:
- (a) Provide the Supplier in sufficient time, with any information, instructions and Documents relating to the Service, that is, or are necessary to enable the Supplier to provide the Services in accordance with the Specification Sheet;
 - (b) Ensure the accuracy of all information, instructions and Documents provided and shall notify the Supplier immediately on becoming aware of any changes to any matter which will affect the Services to be supplied by the Supplier (including but not limited to change of the Venue, in the number of Guests, in the Facilities required to be supplied by the Supplier);
 - (c) Provide for the Supplier, in sufficient time and at no charge, access to the Venue and other facilities as may reasonably be required by the Supplier prior to, during and after the Event;

- (d) Where requested provide the Supplier with a plan of the Venue or alternatively be available at the request of the Supplier to be present at the Venue to confirm the position of all the Supplier's Equipment prior to their installation. In the event of the Customer's failure to do so, the Supplier shall install the Supplier's Equipment where it thinks fit;
- (e) Where the Venue is outdoors, ensure that the site has level, flat and firm ground with easy access for motor vehicles (in the opinion of the Supplier) and that no cables, pipes, drains or other services are buried beneath the surface or otherwise concealed;
- (f) Where the Venue is indoors, ensure that there is sufficient power for the use of the Supplier's Equipment and the Customer's Equipment necessary for the supply of the Services (unless the provision of power has been included in the Supplier's Charges);
- (g) Obtain all necessary licences and consents and comply with all relevant legislation in relation to the Services, prior to the Event date;
- (h) Ensure that all Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements;
- (i) Keep, maintain and insure the Supplier's Equipment in good condition and shall not dispose of or use the Supplier's Equipment other than in accordance with the Supplier's written instructions or authorisation.

4.2 In the event that, in the opinion of the Supplier, the Customer has failed to comply with its obligations under these Terms, the Supplier reserves the right to cancel the Contact in accordance with condition 10.1 or alter the Supplier's Charges in accordance with condition 5.3.

4.3 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

4.4 The Customer shall be liable to pay the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and equipment and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Supplier confirming such costs, charges and losses to the Customer in writing.

5. SUPPLIER'S CHARGES AND PAYMENT

- 5.1 All the Supplier's Charges quoted are inclusive of VAT.
- 5.2 The Supplier's Charges exclude the cost of any repair or making good any damage to the Venue.
- 5.3 The Supplier reserves the right to alter the Supplier's Charges at any time prior to the Event date if:
- (a) There is a change or inaccuracy in the information, instructions or Documents provided by the Customer to cover increased costs incurred in providing the Services; or
 - (b) There is an increase in the costs necessarily incurred by the Supplier in supplying the Services, including, but not limited to materials, labour, transport, overheads or other items which the Supplier has to pay or incur in providing the Services.
- 5.4 50 per cent of the Suppliers Charges (or such a proportion of the Supplier's Charges as shall be stipulated in the Specification Sheet) shall become payable by the Customer as a non-refundable deposit upon the Customer signing and returning to the Supplier the Specification Sheet, which shall be deducted from any further amounts due to the Supplier by the Customer. In the event that the deposit is not paid then the Supplier shall be entitled to terminate the Contract with immediate effect.
- 5.5 Unless the Contract otherwise provides, the balance of the Supplier's Charges must have been paid no later than 30 days before the Event Date.
- 5.6 In the event of breakages, damage to equipment or any extra goods or services deemed to be necessary by the Supplier for the successful completion of the Event, the Supplier may issue a further final balance invoice, which will become due for payment within 7 days of the date of the invoice being issued.
- 5.7 The time stipulated for payment shall be of the essence of the Contract and failure to pay within the period specified shall entitle the Supplier, upon the expiration of 14 days notice in writing to the Customer, to suspend further performance of the Contract pending payment and in addition the Supplier shall be entitled without liability wholly or partially to cancel the Contract without prejudice to any other remedy available to the Supplier.
- 5.8 If payment is not made on the due date, the Supplier shall be entitled, without limiting other rights it may have, to charge interest on the outstanding amount (both before and after any judgement) at a rate of 4% per annum above the Base Rate from time

to time of the Bank of England from the due date until the outstanding amount is paid in full.

6. CANCELLATION POLICY

6.1 In the event of cancellation by the Customer for whatever reason, the Supplier will endeavour to obtain refunds of all sums paid to third parties in connection with the Services. Where and to the extent that this is not possible, for whatever reason, the Supplier reserves the right to charge the following cancellation charges in addition to any deposit already paid:

- (a) For Services cancelled by the Customer more than 20 days prior to the Event, the Client shall pay 50% of all the Supplier's Charges;
- (b) For Services cancelled by the Customer 20 days or less prior to the Event, the Customer shall pay all of the Supplier's Charges.

6.2 Payment of cancellation charges is due within 7 days of any invoice in respect of cancellation charges.

7. VARIATION AND AMENDMENTS

7.1 If the Customer wishes to vary the scope or the execution of the Services, it must notify the Supplier in writing as soon as possible.

7.2 The Supplier shall within a reasonable time, provide a written estimate to the Customer of:

- (a) The likely time required to implement the variation;
- (b) Any necessary amendment to the Supplier's Charges arising from the change.

7.3 If the Customer wishes the Supplier to proceed with the variation subject to the revised Supplier's Charges, the Supplier has no obligation to do so unless and until the Customer has agreed to the revised Supplier's Charges and made payment to the Supplier if any additional sums are required.

7.4 The Supplier may, from time to time, without notifying the Customer, make any changes to the Services which are necessary to comply with any applicable health and safety or other statutory requirements, or which do not materially affect the nature or quality of the Services provided.

8. WARRANTIES AND LIABILITY

- 8.1 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the details referred to in the Specification Sheet.
- 8.2 Where the Supplier supplies in connection with the provision of the Services any goods, services or equipment supplied by a third party, the Supplier does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall where possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Supplier.
- 8.3 The Supplier shall use reasonable endeavours to meet any performance dates specified in the Specification Sheet but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 8.4 The Seller may correct any typographical or other errors or omissions in any brochure, promotional literature, Quotation or other document relating to the Services without any liability to the Customer.
- 8.5 Subject as expressly provided in these conditions all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 8.6 The Supplier shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any information, instructions or Documents supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, or arising from their late arrival or non arrival, or any other fault or omission of the Customer.
- 8.7 Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly provided in these Terms, the Supplier shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the provision of the Service or their use by the Customer, and the entire liability of the Supplier under or in connection with the Contract shall not exceed the amount of the Supplier's Charges for the provision of the Service, except as expressly provided in these terms.

- 8.8 The Supplier shall not be liable to the Customer for any loss, damage, costs, expenses or other claims for compensation arising out of or in connection with any damage to the Venue as a result of the Services provided.
- 8.9 The Supplier shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform any of the Supplier's obligations in relation to the Service, if the delay or failure was due to any cause beyond the Supplier's reasonable control.
- 8.10 The Service shall be provided in accordance with the Specification Sheet but the Supplier reserves the right to make substitutions to the Supplier's Equipment and use artistic licence in the design and the arrangement of the Venue and the provision of the Services generally.
- 8.11 The Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the Supplier's Charges.

9. INSURANCE

- 9.1 The Supplier shall maintain during the term of this Contract the following insurance policies:
- (a) Public Liability Insurance of up to £2m;
 - (b) Employers Liability Insurance of up to £10m;
 - (c) Professional Indemnity Insurance of up to £250,000; and
 - (d) Special Events Insurance.

10. TERMINATION

- 10.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other by giving written notice to the other if the other commits a breach of these Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by Written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

11. FORCE MAJEURE

The Supplier shall have no liability, save in respect of costs already incurred, to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

12. COPYRIGHT

12.1 The Copyright, design right and all other intellectual property rights in any materials and other Documents or items prepared or produced for the Customer by or on behalf of the Supplier in connection with the Services shall belong to the Supplier absolutely and any such materials, documents or items shall be or remain the sole property of the Supplier.

13. GENERAL

13.1 These Terms, together with the details on the Specification Sheet, constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in Writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

13.2 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

13.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

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

13.5 A person who is not party to Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999

13.6 English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.