

## **TERMS & CONDITIONS OF BUSINESS**

### **1. Definitions:**

- 1.1 Terms: means terms and conditions of business for Handled Events as set out in this document
- 1.2 Company: means Handled Events.
- 1.3 Client: means any person, organisation or company who approaches or intends to engage into business with the company with a view to placing an order for services.
- 1.4 Services: means the provision of services as defined in the quotation.
- 1.5 Quotation: means the document supplied by the company to the client that defines the services to be provided and the Fees to be paid- also referred to as the agreement form or booking document, if applicable.
- 1.6 Fees: the fees shall be payable in sterling.
- 1.7 Confirmation of order: means the quotation has been signed, if applicable, on behalf of the client and the company is in receipt of a copy.
- 1.8 Contract: means the contract between the Client and the company formed by these Terms and the signed quotation, if applicable.
- 1.9 Staff member: means independent contractors registered with the company available for assignments. These include experience engineers, multilingual staff, tech staff, event managers, assistant event managers, team leaders, models, performers, themed characters, entertainers, presenters, dancers, exhibition, conference and field marketing and sales staff.
- 1.10 Booking/Assignment: means a period during which a Staff Member carries out work for or on behalf of the client as defined in the quotation.

### **2.0 Conditions Applicable**

- 2.1 All business undertaken by the company is transacted subject to these terms, all of which shall be incorporated in any agreement between the company and client. In the event of any conflict between these terms and any other terms and conditions, these terms shall prevail unless expressly otherwise agreed in writing by a director or other authorised office of the company.
- 2.2 The receipt of services by the client shall be deemed acceptance of and agreement to these terms.
- 2.3 These terms supersede all previous terms and conditions of business.

### **3.0 Obligations of the company**

- 3.1 Where the services include the provision of Staff Members for assignments, the company will use reasonable endeavours at all times to provide a suitable Staff Member based upon the description of the assignment notified to the company by the client on confirmation of the order. The client accepts

that the company can give no warranty as to the suitability of the Staff member.

3.2 The company is responsible for the payment of Staff Members and any reimbursement of disbursements to which he or she is entitled by reason of carrying out work under and assignment.

3.3 The company is not responsible to account to the inland revenue for income tax or for National insurance contributions on behalf of Staff Members.

3.4 The company agrees not to knowingly solicit the employment of the client's staff, contractors or associates without prior consent.

#### 4.0 Payment

4.1 The client shall pay to the company the fees for the supply of Services as set out in the quotation. Value Added Tax shall be paid in addition at the prevailing rate where and to the extent applicable.

4.2 All monies due under the Contract shall be paid by the client within the period set out on the quotation form. Any breach of this clause shall entitle the company to terminate, without prior notice, each and every assignment concluded under this Terms between the company and the client.

4.3 All queries relating to the company's invoices must be made in writing within 7 days of the date the invoice was raised.

#### 5.0 Cancellation of Assignments

5.1 In the event that the client cancels part or all of an assignment reasonable charges will be applied based on the amount of work already undertaken, and the assignment fee of the Staff Member unless we can provide an alternative assignment.

5.2 If notice of cancellation is within 48 hours of the first day of the assignment the 100% of the Staff member assignment fee and any company fees will remain payable. If notice of the cancellation is over 48 hours then 50% of the Staff member assignment fee and any company fees will remain payable.

5.3 Adverse weather conditions do not constitute reason to cancel an activity. Should poor weather be expected a request can be made to postpone activity to a later date if over 72 hours. If all booked staff are available on the alternative date then the activity will be rescheduled and no cancellation fees will be charged, reasonable management fees may be applied. If within 72 hours activity cancelled due to weather conditions will be deemed a 'cancellation' under our standard cancellation terms above.

5.4 Should staff attend a booking and be unable to work due to adverse weather conditions booking and management fees will still be charged.