

Terms & Conditions

01. INTERPRETATION

In these Conditions:

- The Contractor means Event Exhibition Services Limited who agrees to perform the Contract Work.
- Contract Work means any or all of the work the Contractor agrees to perform and/or services provided, including the provision of Goods for hire or sale as per the relevant quotation.
- Goods includes all items of any description, such as fittings, equipment, and materials.
- Client refers to the person, firm, or corporate body that agrees to purchase the Contract Work.
- Contract signifies any agreement between the Contractor and the Client for carrying out the Contract Work.
- Quotation refers to a proposal from the Contractor for the Contract Work.

02. ORDERS AND SPECIFICATIONS

- The Contract is governed by these Conditions, overriding any other terms (including those in purchase orders).
- Any changes are valid only if written and signed by both parties.
- The Client acknowledges no reliance on statements not included in the Contract, except for fraudulent misrepresentation.
- Errors in documents issued by the Contractor may be corrected without liability.
- Specifications and details provided are approximate and may be modified with the Client's consent.
- A Contract is formed when the Contractor accepts a Quotation or places an order.
- The Client is responsible for the accuracy of orders and must provide necessary information promptly.
- The Client must obtain all required licenses and ensure the exhibition space is safe and equipped.
- The Client cannot cancel without written consent and must indemnify the Contractor for any resulting losses.
- The Contractor retains intellectual property rights, and unauthorized use will require payment to the Contractor, plus VAT.
- The Contractor is not liable for loss or damage to Client-provided goods unless caused by negligence.
- The Client is responsible for insuring locations and indemnifying the Contractor for any damage during off-premises work.
- **SERVICE DISPUTES**
- Any disputes regarding our level of service, or quality of goods, must be brought to our attention within 24 hours of the event opening. No queries can be accepted 7 days after the close of the event. Cancelled orders may invoke a surcharge of up to 100% of total cost.
- **SHOW POSTPONEMENT**
- The parties agree that if the show/event is postponed EESL will apply the exhibitors order and payment forward to the rescheduled show/event date.

03. TERMS OF PAYMENT

- The Client must pay the full invoice prior to the exhibition opening date. The client agrees they will pay for the services via one of the following methods Bank Transfer (Bacs) or Credit Card/Paypal.
- If the order received earlybird prices but payment is not received within the earlybird period the discount will be added back onto the invoice.
- Terminate the Contract and suspend further work,
- Require the return of hired goods,
- Demand full payment, including any extra sums.
- Ownership of Goods supplied by sale transfers only when full payment is made. Until then, the Client holds the goods as bailee, insures them, and marks them as the Contractor's property. In case of insolvency, the goods are subject to repossession by the Contractor.

04. PRICING

- The Contractor will issue a quotation for the Contract Work upon receipt of a written specification from or on behalf of the Client.
- The quotation will remain valid for acceptance for the period specified, or if no period is specified, for a maximum of three calendar months from the date of the quotation.
- The Contractor reserves the right to adjust the price of the Contract at any point prior to completion of the work, with notice to the Client, in the following circumstances:
- If the Client requests additional work beyond the initial scope.
- If there is any increase in the Contractor's costs due to factors beyond its control, such as changes in exchange rates, duties, labour costs, material prices, or any other performance-related costs, or due to the Client's failure to provide adequate information or instructions.
- Additionally, to reflect any increases in the general retail price index published by the UK Department of Employment or a comparable index.
- Prices are exclusive of VAT and any other taxes, levies, fees, or charges, which will be borne by the Client.

05. LIABILITY

- The client shall be liable for and shall indemnify the company against claims from injuries sustained by persons and loss of or damage to the other persons property arising during the hire period however caused unless such injury loss or damage results from a negligent act or omission from the company.
- The Contractor shall not be held liable for any defects resulting from adherence to any drawing, design, specification, or order provided by the Client.
- The Contractor's liability for any direct loss or damage arising from a breach of contract or negligence shall be limited to the total invoice value of the Contract.
- The Contractor shall not be responsible for: Any loss of profits, business, or revenue incurred by the Client or third parties; Any indirect or consequential losses; Any claims brought against the Client by third parties.
- The Client agrees to indemnify and hold harmless the Contractor against: Liability under the Consumer Protection Act 1987, except where caused by the Contractor's negligence; Claims relating to intellectual property infringement arising from the Client's instructions; Any breach of contract or negligence by the Client.
- Nothing in these conditions limits the Contractor's liability for: Death or personal injury resulting from the Contractor's negligence; Liability under Section 2(3) of the Consumer Protection Act 1987; Any exclusion that cannot be legally made Fraud or fraudulent misrepresentation.

Note: These Conditions do not affect a consumer's statutory rights.

06. WARRANTY

- If the Client notifies the Contractor of a defect within fourteen days of discovery (or within the hire period for hired goods, or 12 months from delivery for goods sold), and the defect is not due to factors outside the Contractor's control, the Contractor will, at its discretion, either repair the defect or refund a reasonable portion of the contract price.

07. HIRED GOODS

- Unless sold, all Goods supplied by the Contractor for the Contract Work are considered hired to the Client. The Client shall indemnify the Contractor for any loss or damage to hired Goods, except when caused by the Contractor's negligence. The Client must keep hired Goods in their possession and not move them without the Contractor's prior written consent. Upon the end of the hire period or contract termination, the Client must return the hired Goods, and the Contractor may retake possession at any time without notice.

08. COMPANY PROPERTY

- All property used or supplied by the company in connection with the contract shall, unless expressly agreed by the company in writing, be on hire for the duration of the exhibition. The customer will be responsible for the company's property from the time of delivery up until the time of collection by the company. The customer shall insure all the of the company's property for its full replacement cost and indemnify the company against loss of or damage to any of the company's property however caused. The customer shall not assign, re-hire or part with possession of the company's property. The customer warrants that it is the owner of exhibits and any other property entrusted to the company's custody or control or is authorised by the owner to accept these conditions on the owner's behalf. The company shall not be liable for loss of or damage to the customer's property however, whenever, or wherever caused and whether or not such loss or damage results from negligence or omission by the company.

09. CONSEQUENTIAL LOSS

- The company shall not under any circumstances be liable for any direct or indirect consequential loss arising from the services however, whenever, or wherever caused and whether or not resulting from a negligent act or omission by the company.

10. FORCE MAJEURE/PERFORMANCE

- The Contractor may, without liability and without prejudice to its other rights, terminate, suspend, or partially perform the Contract if performance is delayed or hindered by any cause beyond the Contractor's or its suppliers' reasonable control, regardless of whether the cause existed at the time the Contract was made.

11. INSOLVENCY

- If the Client (individual, firm, or company) becomes subject to bankruptcy, insolvency proceedings, administration, liquidation, or similar events under the Insolvency Act 1986, or if the Contractor reasonably believes such events are imminent, the Contractor may immediately terminate the Contract or any unfulfilled part of it.

12. GENERAL

- A waiver by the Contractor of any breach does not waive any subsequent breach.
- If any provision is deemed invalid or unenforceable, the remainder of the Conditions remains valid.
- Any dispute will be referred to arbitration by a single arbitrator, appointed by mutual agreement or nominated on request.
- The Client may not assign the Contract without the Contractor's prior written consent.
- Failure or delay by the Contractor to enforce rights does not waive those rights.
- No third party has rights to enforce any term of this Contract under the Contracts (Rights of Third Parties) Act 1999.

This Contract is governed by the Laws of England.