

The Customer's attention is particularly drawn to the provisions of Clause 17 (Limitation of liability).

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

Definitions:

- a) **Service Provider:** CH Events.
- b) **Buyer/Client/Customer:** the person or firm who purchases the Goods and/or Services from the Service Provider.
- c) **Contract:** the contract between the Service Provider and the Customer for the hire of Goods and the supply of Services in accordance with these Conditions.
- d) **Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- e) **Commencement Date:** has the meaning given in Clause 3.2.
- f) **Conditions:** these terms and conditions as amended from time to time in accordance with Clause 14.
- g) **Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
- h) **Goods:** the goods (or any part of them) set out in the Order.
- i) **Delivery:** the transfer of physical possession of the Goods to the Customer.
- j) **Logistics Costs:** the logistics costs as set out in the Order.
- k) **Order:** the Customer's order for the hire of Goods and supply of Services, as set out in the Contract for Service and the invoice provided by the Service Provider.
- l) **Service Provider Materials:** has the meaning given in Clause 7.2(h).
- m) **Rental Payments:** the payments made by or on behalf of Customer for hire of the Goods as set out in the Order
- n) **Rental Period:** the period of hire as set out in the Order
- o) **Services:** the services supplied by the Service Provider to the Customer as set out in the Order.
- p) **Booking Fee:** the Deposit required to book the service as set out in the Order.
- q) **Site:** the venue as specified in the Order
- r) **Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- s) **Force Majeure Event:** has the meaning given to it in Clause 22.
- t) **Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures:** as defined in the Data Protection Legislation.
- u) **UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
- v) **Data Protection Legislation:** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Expressed Interpretations:

- a) **A person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- b) **A reference to a party** includes its personal representatives, successors and permitted assigns.

c) **A reference to a statute or statutory provision** is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

d) **Any words following the terms** including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

e) **A reference to writing or written** does not include fax.

2. Goods Hire

2.1 The Service Provider shall hire the Goods to the Customer for use at the Site subject to the terms and conditions of this Agreement.

2.2 The Service Provider shall not, other than in the exercise of its rights under this agreement or applicable law, interfere with the Customer's quiet possession of the Goods.

3. Basis of Contract and Contract For Service

3.1 The Order constitutes an offer by the Customer to hire Goods and purchase the Services in accordance with these Conditions.

3.2 The Order shall only be deemed to be accepted and effective on the date the last party signs. That is when the Service Provider issues a signed confirmation of the Order, in the form of the Contract For Service, bearing its (CH Events') second signatory. It is at this point that the Contract For Service shall come into existence (Commencement Date). An invoice is also issued alongside this.

3.3 Any samples, drawings, descriptive matter or advertising issued by the Service Provider and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Service Provider's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

3.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing

3.5 Any quotation given by the Service Provider shall not constitute an offer.

3.6 All of these Conditions shall apply to the hire of Goods and the supply of Services except where application to one or the other is specified.

4. Rental Payments, Booking Fee, Cancellation and Cancellation Charges

4.1 The Customer shall pay the Rental Payments to the Service Provider in accordance with the Order. The Rental Payments shall be paid in British Sterling.

4.2 All amounts due under this Agreement by the Customer shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4.3 In the event of any cancellation of a booking, any Booking Fee (Deposit) that has been paid will be forfeited. Cancellation charges will be made as follows:

Length of time notice is given to the Service Provider by the Customer prior to the event/ hire dates specified in the Order	Amount due to the Service Provider
90 days	0
90-61 days	50% excluding Logistics
60-31 days	75% excluding Logistics

4.4 The Service Provider will be entitled to deduct any Logistics Costs from the order total.

4.5 Should the unexceptional and unusual occasion arise for the Service Provider to cancel an event; it may do so at its sole discretion and reimburse the customer's fees. Where this happens the Service Provider shall have no other liability to the customer.

5. Rental Period

The Rental Period starts on the date specified in the Order as confirmed in the Contract For Service. It shall continue for a period of time as specified in the Order unless this Agreement is terminated earlier in accordance with its terms.

6. Delivery of Goods

6.1 Delivery of the Goods shall be made by the Service Provider or the Customer will collect the Goods from the Service Provider as set out in the Order.

6.2 Title and risk shall transfer in accordance with Clause 8 (Title, risk and insurance) of this Agreement.

6.3 Where the Service Provider delivers the Goods, the Service Provider shall at the Customer's expense install the Goods at the Site. The Customer shall procure that a duly authorised representative of the Customer shall be present at the installation of the Goods. Acceptance by such a representative of installation shall constitute conclusive evidence that the Customer has examined the Goods and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. The Customer's duly authorised representative shall sign a receipt confirming such acceptance.

6.4 To facilitate Delivery and installation, the Customer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Delivery and installation to be carried out safely and expeditiously.

6.5 The Customer shall provide parking to the Service Provider at all times while they are on Site, if for any reason this is not available the Customer shall be liable to pay for any parking charges or fees incurred by the Service Provider.

6.6 The Service Provider shall not be held liable for any damage caused to buildings or property which is caused by no act or omission of the Service Provider and which will remain the sole responsibility and liability of the Customer.

7. Customer's Responsibilities for the Goods

7.1 Customer acknowledges that the Service Provider shall not be responsible for any loss of or damage to the Goods arising out of or in connection with any negligence, misuse, mishandling of the Goods or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer undertakes to indemnify the Service Provider on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of this agreement.

7.2 The Customer shall during the term of this Agreement:

a) ensure that the Goods are kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated either by the Service Provider or in a proper manner by trained competent staff in accordance with any operating instructions provided by the Service Provider;

b) take such steps (including compliance with all safety and usage instructions provided by the Service Provider) as may be necessary to ensure, so far as is reasonably practicable, that the Goods are at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;

c) maintain at its own expense the Goods in good condition as it was on the Commencement Date including (only if agreed by the Service Provider in writing) replacement of worn, damaged and lost parts, and shall make good any damage to the Goods;

d) make no alteration to the Goods and shall not remove any existing component(s) from the Goods without the prior written consent of the Service Provider. Title and property in all substitutions, replacements, renewals made in or to the Goods shall vest in the Service Provider immediately upon installation;

e) keep the Service Provider fully informed of all material matters relating to the Goods;

f) keep the Goods at all times at the Site and shall not move or attempt to move any part of the Goods to any other location without the Service Provider's prior written consent.

g) permit the Service Provider or its duly authorised representative to inspect the Goods at all reasonable times and for such purpose to enter upon the Site or any premises at which the Goods may be located, and shall grant reasonable access and facilities for such inspection

<p>h) maintain operating and maintenance records of the Goods and make copies of such records readily available to the Service Provider, together with such additional information as the Service Provider may reasonably require;</p> <p>i) not, without the prior written consent of the Service Provider, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Goods or allow the creation of any mortgage, charge, lien or other security interest in respect of it;</p> <p>j) not without the prior written consent of the Service Provider, attach the Goods to any land or building so as to cause the Goods to become a permanent or immovable fixture on such land or building. If the Goods do become affixed to any land or building then the Goods must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Goods from any land or building and indemnify the Service Provider against all losses, costs or expenses incurred as a result of such affixation or removal;</p> <p>k) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Service Provider in the Goods and, where the Goods have become affixed to any land or building, the Customer must take all necessary steps to ensure that the Service Provider may enter such land or building and recover the Goods both during the term of this agreement and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of the Service Provider of any rights such person may have or acquire in the Goods and a right for the Service Provider to enter onto such land or building to remove the Goods;</p> <p>l) not suffer or permit the Goods to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Goods are so confiscated, seized or taken, the Customer shall notify the Service Provider and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Goods and shall indemnify the Service Provider on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;</p> <p>m) not use the Goods for any unlawful purpose;</p> <p>n) ensure that at all times the Goods remain identifiable as being the Service Provider's property and wherever possible shall ensure that a visible sign to that effect is attached to the Goods;</p> <p>o) keep the Goods clean;</p> <p>p) deliver up the Goods at the end of the Rental Period or on earlier termination of this agreement at such address as the Service Provider requires, or if necessary allow the Service Provider or its representatives access to the Site or any premises where the Goods are located for the purpose of removing the Goods; and</p> <p>q) not do or permit to be done anything which could invalidate the insurances referred to in Clause 8 (Title, Risk and Insurance).</p> <p>8. Title, Risk and Insurance</p> <p>8.1 The Goods shall at all times remain the property of the Service Provider, and the Customer shall have no right, title or interest in or to the Goods (save the right to possession and use of the Goods subject to the terms and conditions of this agreement).</p> <p>8.2 The risk of loss, theft, damage or destruction of the Goods shall pass to the Customer on Delivery. The Goods shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Goods are in the possession, custody or control of the Customer (Risk Period) until such time as the Goods are redelivered to the Service Provider. During the Rental Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:</p> <p>a) insurance of the Goods to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Service Provider may from time to time nominate in writing;</p>	<p>b) insurance for such amounts as a prudent owner or operator of the Goods would insure for, or such amount as the Service Provider may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Goods</p> <p>c) insurance against such other or further risks relating to the Goods as may be required by law, together with such other insurance as the Service Provider may from time to time consider reasonably necessary and advise to the Customer; and</p> <p>d) insurance on an "all risks" basis including accidental loss destruction or damage by fire, lightning, aircraft, explosion, riot, civil commotion, malicious damage, earthquake, storm, tempest, flood, bursting and overflowing of water tanks pipes and apparatus, falling trees, impact, escape of fuel from any fixed oil heating installation, accidental damage and theft for the value of the Goods as identified in the Order.</p> <p>8.3 The Customer acknowledges that they are liable to reimburse the Service Provider for the full costs of the Goods hired irrespective of whether or not any insurance claim is settled by the Customer's insurers.</p> <p>8.4 All insurance policies procured by the Customer shall be endorsed to provide the Service Provider with at least twenty (20) Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon the Service Provider's request name the Service Provider on the policies as a loss payee in relation to any claim relating to the Goods. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.</p> <p>8.5 The Customer shall give immediate written notice to the Service Provider in the event of any loss, accident or damage to the Goods arising out of or in connection with the Customer's possession or use of the Goods.</p> <p>8.6 If the Customer fails to effect or maintain any of the insurances required under this agreement, the Service Provider shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.</p> <p>8.7 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Service Provider and proof of premium payment to the Service Provider to confirm the insurance arrangements.</p> <p>8.8 Force Majeure -The Customer is advised to have in place insurance cover, should a Force Majeure event cause a planned Event to be cancelled.</p> <p>9. Supply of Services</p> <p>9.1 The Service Provider shall supply the Services to the Customer in accordance with the Order in all material respects.</p> <p>9.2 The Service Provider reserves the right to amend the Order if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Service Provider shall notify the Customer in any such event.</p> <p>10. Customer's Services obligations</p> <p>10.1 The Customer shall:</p> <p>a) ensure that the terms of the Order are complete and accurate;</p> <p>b) co-operate with the Service Provider in all matters relating to the Services;</p> <p>c) provide the Service Provider, its employees, agents, consultants and subcontractors, with access to the venue, office accommodation and other facilities as reasonably required by the Service Provider to provide the Services;</p> <p>d) provide the Service Provider with such information and materials as the Service Provider may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;</p> <p>e) prepare the Customer's premises for the supply of the Services;</p> <p>f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;</p> <p>g) comply with all applicable laws, including health and safety laws;</p> <p>h) keep all materials, equipment, documents and other property of the Service Provider (Service Provider Materials) at the Customer's premises in safe custody at its own risk, maintain the Service Provider Materials in good condition until returned to the Service Provider, and not dispose of or use.</p> <p>i) comply with any additional obligations as required by the Service Provider.</p> <p>10.2 If the Service Provider's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default)</p>	<p>a) without limiting or affecting any other right or remedy available to it, the Service Provider shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Service Provider's performance of any of its obligations;</p> <p>b) the Service Provider shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Service Provider's failure or delay to perform any of its obligations as set out in this Clause 10.2; and</p> <p>c) the Customer shall reimburse the Service Provider on written demand for any costs or losses sustained or incurred by the Service Provider arising directly or indirectly from the Customer Default</p> <p>11. Charges and payment</p> <p>11.1 The price for the hire of Goods and the supply of Services shall be the price set out in the Order, confirmed in the Contract for Service.</p> <p>11.2 The Service Provider reserves the right to:</p> <p>a) increase the price and charges of the Goods or Services, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods or Services to the Service Provider that is due to:</p> <p>(i) any factor beyond the control of the Service Provider (including foreign exchange fluctuations, increases in taxes and duties,</p> <p>(ii) any request by the Customer to change the delivery date(s), quantities or types of Goods hired or Services supplied; or</p> <p>(iii) any delay caused by any instructions of the Customer in respect of the Goods or Services or failure of the Customer to give the Service Provider adequate or accurate information or instructions in respect of the Goods or Services</p> <p>11.3 Late Bookings – Should a booking be made within 14 working days of the event date, payment in full will be required to secure the event unless a payment date is agreed with CH Events contact in writing. Such agreed payments should be in accordance Clause 11.10b. or a late payment charge as identified in Clause 11.11 will be payable.</p> <p>11.4 Additional Expenses – any additional expenses or fees resulting from any changes made by the Client, that have not been quoted in the agreed proposal but subsequently incurred by CH Events, will be invoiced separately after the event.</p> <p>11.5 In respect of Goods and Services, the Service Provider shall invoice the Customer as set out in the Order, confirmed in the Contract For Service. It is the responsibility of the representative of the Customer confirming the booking to inform all relevant parties of the payment terms, as set out by CH Events.</p> <p>11.6 Any query arising from an invoice must be notified to CH Events in writing by the Customer within 5 working days of the date of the invoice receipt. Failure to comply will render the full invoice payable on the due date.</p> <p>11.7 Payment of the deposit will be due within 5 working days of after being presented, any queries thereon raised within 3 working days of presentation and payment shall be made in accordance with Clause 11.5 (b) . CH Events will agree any additional expenses or fees with the client prior to these being incurred.</p> <p>11.8 Deposit - A deposit of up to 50% of the total fee is payable (including VAT). However, deposits vary, and are dependent on the Service; as such, this will be agreed with your CH Events contact and confirmed in the Contract For Service. The Deposit shall be payable on confirmation of the Order. The remainder of fee due after payment of the deposit shall be known as the "balance due".</p> <p>11.9 Balance Due – the balance of the total fee shall be payable 14 working days prior to the event date.</p> <p>11.10 The Customer shall pay each invoice submitted by the Service Provider:</p> <p>a) by the dates set out in the Order/ Contract For Service</p> <p>b) in full and in cleared funds to a bank account nominated in writing by the Service Provider, and the payment made on time, at the agreed time or the time specified in the Contract For Service.</p> <p>11.11 A Late Payment Charge of 20% of the total price of the Service, is payable, should the payment be made later than the date of payment agreed under the conditions of Clause 11.10 b). The Late Payment Charge must be paid 3 working days before the Service can be provided.</p> <p>11.12 Debt recovery costs and interest on overdue invoices shall accrue on any unpaid amounts from the date when payment becomes due to the maximum extent permitted by The Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debt Regulations 2002 as amended, extended, consolidated or replaced from time to time or other similar laws that may be applicable.</p>
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11.13 On Termination, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this Clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

11.14 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

12. Intellectual Property Rights

12.1 All Intellectual Property Rights in or arising out of or in connection with the Goods or Services shall be owned by the Service Provider.

13. Third Parties Rights.

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

14. Variation.

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

15. No Partnership or Agency.

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party

16. Entire agreement.

a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

c) Nothing in this Clause shall limit or exclude any liability for fraud.

17. Limitation of Liability

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

17.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- a) death or personal injury caused by negligence; and
- b) fraud or fraudulent misrepresentation;

17.2 Subject to the Buyer's obligation to pay the Price to the Service Provider, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Price.

17.3 This Clause 17.3 sets out specific heads of excluded loss:

a) subject to Clause 17.1, the types of loss listed in this Clause 17.3, are wholly excluded by any claim bought against the Service Provider by the Customer:

b) The following types of loss are wholly excluded:

- (i) Loss of profits.
- (ii) Loss of sales or business.
- (iii) Loss of agreements or contracts.
- (iv) Loss of anticipated savings.
- (v) Loss of use or corruption of software, data or information.
- (vi) Loss of or damage to goodwill.
- (vii) Indirect or consequential loss.

17.4 Unless the Customer notifies the Service Provider that it intends to make a claim in respect of an event within the notice period, the Service Provider shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire one month from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

17.5 This Clause 17 shall survive termination of the Contract.

18 Data Protection

18.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 18 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Clause 18, Applicable Laws means (for so long as and to the extent that they apply to the Service Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means any Data Protection Legislation and any other law that applies in the UK.

18.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the and the Service Provider is the processor.

18.3 Without prejudice to the generality of Clause 12.1, the Customer will ensure that it has all necessary consents and notices in place to enable lawful transfer of the personal data to the Service Provider for the and purposes of the Contract.

18.4 Without prejudice to the generality of Clause 12.1, the Service Provider shall, in relation to any personal data processed in connection with the performance by the Service Provider of its obligations under the Contract:

(a) process that personal data only on the instructions of the Customer unless the Service Provider is required by Applicable Laws to otherwise process that personal data. Where the Service Provider is relying on laws of a member of the European Union or European Union law as the basis for processing personal data, the Service Provider shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Service Provider from so notifying the Customer;

b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it;

c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

d) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

- (i) the Customer or the Service Provider has provided appropriate safeguards in relation to the transfer;
- (ii) the data subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
- (iii) the Service Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and (iv) the Service Provider complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;

e) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

f) notify the Customer without undue delay on becoming aware of a personal data breach; and (g) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the Contract unless required by Applicable Law to store the personal data;

18.5 The Customer does not consent to the Service Provider appointing any third-party processor of Personal Data under the Contract.

18.6 Any client testimonials or quotes will only be used on the website or other marketing material with the express permission of the individual.;

19. Confidentiality

19.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or Service Providers of the other party, except as permitted by Clause 19.2.

19.2 Each party may disclose the other party's confidential information:

- a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 19; and
- b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

19.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

19.4 Any client testimonials or quotes will only be used on the website or other marketing material with the express permission of the individual.

20. Termination

20.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 5 days after receipt of notice in writing to do so;
- b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy

20.2 Without affecting any other right or remedy available to it, the Service Provider may terminate the Contract with immediate effect by giving written notice to the Customer if:

- a) the Customer fails to pay any amount due under the Contract on the due date for payment; or
- b) there is a change of control of the Customer.

20.3 Without affecting any other right or remedy available to it, the Service Provider may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Service Provider if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in Clause 20.1(b) to Clause 20.1(d), or the Service Provider reasonably believes that the Customer is about to become subject to any of them.

20.4 If the Customer terminates the Contract before the Delivery of Goods or completion of the Services the Service Provider shall be entitled to deduct any losses or expenses incurred from the Booking Fee (the Deposit) and the Customer will pay the Service Provider for any expenses or losses incurred in full and on demand.

21. Consequences of Termination

21.1 On termination of the Contract:

(a) the Customer shall immediately pay to the Service Provider all of the Service Provider's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Service Provider shall submit an invoice, which shall be payable by the Customer immediately on receipt;

c) the Customer shall return all of the Service Provider Materials or Goods which have not been fully paid for. If the Customer fails to do so, then the Service Provider may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

21.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

21.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

22. Force Majeure

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). Customers are advised to secure an insurance cover for this. See Clause 8, section 8.8.

23. General

23.1 Other Dealings and Assignment

(a) The Service Provider may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

(b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

23.2 Notices

a) Any notice given to a party under or in connection with this agreement shall be in writing and shall be:
(i) delivered by hand or by pre-paid first-class post or other next working day delivery service to: the Service Provider at its registered office the Customer at its registered office (if a company) or its principal place of business as specified in the Order (in any other case); Any notice shall be deemed to have been received:

(ii) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

(iii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

b) This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
c) notice given under this agreement is not valid if sent by email.

23.3 Severance.

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of the Contract.

23.4 Waiver.

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy

23.5 Entire Agreement.

a) The Contract For Service and this CH Events Terms and Conditions constitutes the Entire Agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

c) Nothing in this Clause shall limit or exclude any liability for fraud.

23.6 Governing law.

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

23.7 Jurisdiction.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

24 Equipment Terms - Additional Terms Applicable to Dry Hire Only

24.1 The Site

The hirer warrants to the company that the site on which the equipment is to be erected or the location for delivery of goods is;

- Flat level firm ground with easy access for motor transport and;
- Has no drain pipes, cables or other services buried beneath the surface or otherwise concealed.
- If the site does not comply with these requirements the company may at its sole discretion either rescind the hire agreement by giving verbal or written notice to the hirer or make additional hire charges. The company shall not be liable for any loss, damage or expense resulting from such rescission of the hire agreement.

24.2 Positioning of Equipment

The hirer shall provide CH Events with a plan showing the position in which the equipment shall be erected or alternatively shall have a representative on the site for that purpose. If the hirer shall fail to provide a plan or have a representative on the site CH Events may erect the equipment where it considers appropriate given the information available and it shall be deemed to have performed the Contract. Additional charges will apply if CH Events is unable to erect the equipment because the hirer is not on site as arranged and it is a wasted journey. Deliveries left at unattended premises are left entirely at the hirer's own risk.

24.3 Safety

It is the hirer's responsibility to make sure that all personnel using the equipment are properly instructed and competent in its safe and correct use and that they are in possession of all instructions supplied by us. You are responsible for ensuring that any checks, testing, examinations of the equipment required by employment and health and safety legislation, including but not limited to the Health and Safety at Work Act 1974; and/or any operating instructions CH Events provide are carried out after delivery, and for so long as the equipment remains under your control.

24.4 Commercial or Ticketed events

In the event of total or partial mechanical or equipment failure the company's liability shall be limited to the hire charges only. The company shall not be liable for any loss of earnings under any circumstances.

24.5 Attendance

The hire charges do not include attendance by CH Events staff except during the process of erecting and dismantling the equipment unless previously arranged with the company and confirmed in writing. Additional charges will apply for attendance at an event or other on site attendance.

24.6 Permits

a) The hirer is responsible for giving notice to or obtaining all necessary permits from any authorities who are or may be concerned and must make application where necessary to the planning authority, district surveyor, police, fire service, and any similar authority or organisation.

b) Any costs incurred due to delays or modifications in the work arising from the absence of or misrepresentation of all such necessary permissions and permits shall be payable to the company by the hirer and shall be deemed to be part of the hire charge.

c) Unless agreed as a condition of the hire agreement, the hirer is also responsible for obtaining the legal rights to show the required content on the hired equipment.

d) The hirer is solely responsible for paying any licensing or copyright fee due. The hirer should note that in almost all circumstances showing of footage owned by a third party for profit or outside a friends and family group will require copyright permission. If in doubt they should contact the relevant rights owner or their representative.

25. Contact

We can be contacted by email to info@ch.events or call [0330 9000757](tel:03309000757)

