

ACEs Client Terms and Conditions

1. DEFINITIONS

- 1.1. When the following words with capital letters are used in these Terms, this is what they will mean:
- 1.1.1. **ACEs:** means A & H Currie Consultancy Services Ltd t/a Alastair Currie Events;
 - 1.1.2. **Additional Costs:** any items which are requested by you or your Authorised Persons after the Event Cost has been paid which may include but are not limited to such additional costs incurred by you and your guests at the Event, such as, any additional bar tab. For the avoidance of doubt these Additional Costs are not specified on the Reservation Document;
 - 1.1.3. **Authorised Person:** any person you specify on the Reservation Document who is authorised to make changes to your Event;
 - 1.1.4. **Catering:** the catering at the Event requested by you as specified on the Reservation Document;
 - 1.1.5. **Contractor:** any third party contracted by ACEs to assist with the provision of the Event;
 - 1.1.6. **Damage Waiver:** a non-refundable charge to you for the cost of the Equipment supplied for your Event as specified on the Reservation Document;
 - 1.1.7. **Deposit:** the deposit required on confirmation of the Reservation Document as specified in clause 4.1;
 - 1.1.8. **Equipment:** the equipment that you order as specified in the Reservation Document that ACEs are providing you for the Event which may include third party equipment and to which the Damage Waiver applies;
 - 1.1.9. **Event:** the event as outlined on the Reservation Document being provided to you by ACEs;
 - 1.1.10. **Event Build Start Date:** the date that work is undertaken by ACEs to commence building and constructing the Event as stated on the Reservation Document;
 - 1.1.11. **Event Cost:** is the full amount payable *before* the Event Date as stated on the Reservation Document;
 - 1.1.12. **Event Date:** is the date of the Event as specified in the Reservation Document;
 - 1.1.13. **Intellectual Property Rights:** artistic performances, personality rights in Specialist Contractors, designs, plans, photographs, diagrams, patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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 in any proposals, drafts, drawings, plans, photographs or illustrations;
 - 1.1.14. **Matters Outside Our Control:** is defined in clause 13.2;
 - 1.1.15. **Property:** (if relevant) the private property address where the Event shall take place if the event is not to take place at one of usual ACEs venues and as specified in the Reservation Document;
 - 1.1.16. **Reservation Document:** your order for the arrangement, organisation and provision of an Event;
 - 1.1.17. **Specialist Contractor or Venue:** any entertainment, singer, artist, celebrity, special venue (such as a zoo or arena), or similar;
 - 1.1.18. **Terms:** the terms and conditions set out in this document;
 - 1.1.19. **Venue:** the location specified on the Reservation Document where the Event shall take place which may include (if relevant) the Property;
 - 1.1.20. **You:** the client or customer of ACEs as detailed in the Reservation Document.
- 1.2. When ACEs use the words "writing" or "written" in these Terms, this will include e-mail unless ACEs confirm in writing as otherwise.

2. OUR CONTRACT WITH YOU

- 2.1. These are the terms and conditions on which ACEs agrees to provide the Event for you.
- 2.2. Please ensure that you read these Terms carefully, and check that the details on the Reservation Document and these Terms are complete and accurate, before you sign and submit the Reservation Document. If there is a mistake or you would like any changes, please contact ACEs. Such changes will not be agreed until ACEs confirms this in writing to avoid any confusion between you and ACEs.
- 2.3. When you sign and submit the Reservation Document to ACEs, this does not mean ACEs has accepted your order for the Event. ACE's acceptance of your order will take place as described in clause 2.4.
- 2.4. These Terms will become binding on you and ACEs when ACEs writes to confirm its acceptance of your Reservation Document at which point a contract will come into existence between you and ACEs. ACEs will also invoice you for the Deposit to be paid in accordance with clause 4.1.
- 2.5. The images of events and on ACEs' website, social media websites, and in ACEs' catalogue or brochure are for illustrative purposes only and do not represent the exact format of how your Event will look.

3. CHANGES TO RESERVATION DOCUMENT OR TERMS

- 3.1. ACEs may revise these Terms and/or the Event from time to time to reflect changes to relevant laws and regulatory requirements.
- 3.2. You or any Authorised Person may request a change to the Reservation Document for the Event by contacting us. Where this means a change in the Event Cost, ACEs will notify you of this in writing of this. You will need to write to confirm you agree the change to the Event Cost before ACEs will implement the change to the Event. Any change requested will only be binding once ACEs has written to confirm its acceptance.
- 3.3. Any changes you wish to make less than 2 months before the Event may not be possible but if ACEs are able to accommodate such changes the costs will be added to your Additional Costs.

4. PRICE AND PAYMENT

- 4.1. Unless otherwise specifically agreed in writing and set out in the Reservation Document you are required to pay the Deposit upon ACEs' acceptance of the Reservation Document. For the avoidance of doubt the Deposit is a percentage payment towards the Event Cost. If you fail to pay the Deposit on the date due, ACEs reserves the right to cancel the Event. The Deposit required is calculated as follows:
 - 4.1.1. 25% of the Event Cost if ACEs accepts Reservation Document any time 1 month or more before the Event Build Start Date;
 - 4.1.2. 100% of the Event Cost if ACEs accepts Reservation Document less than 1 month before the Event Build Start Date.
- 4.2. The Event Cost will be set out in the Reservation Document. ACEs' prices may change at any time, but price changes will not affect the price specified in the Reservation Documents that you have already placed.
- 4.3. Any Specialist Contractor or Venue requested by you must be discussed with ACEs who will notify you of the costs which will be in addition to the Event Cost. Such Specialist Contractor or Venue will only be charged separately if their fees would otherwise exceed the overall Event Cost. You will be charged separately and payment will be due in full at the time of booking the Specialist Contractor or Venue.
- 4.4. All prices are quoted exclusive of VAT but the Reservation Document sets out the cost of the item, the amount of any VAT (at the prevailing rate at the date of ACEs' acceptance of the Reservation Document) and the total amount which includes VAT. However, if the rate of VAT changes between the date of the Reservation Document and the Event Date, ACEs will adjust the rate of VAT that you pay, unless you have already paid Event Cost in full before the change in the rate of VAT takes effect.
- 4.5. After you have paid the Deposit, you are required to pay the remainder of the Event Cost 1 month in advance of the Event Build Start Date.
- 4.6. Once payment has been made for the Event Cost, any additional items requested by you or your Authorised Persons must be made in writing and, if accepted by ACEs, will be added to the Additional Costs and confirmed to you.

- 4.7. ACEs will invoice you for the Additional Costs on or any time after the Event Date. The Additional Costs are due to be paid 14 days after issue of the invoice.
- 4.8. If you fail to pay any sum due to ACEs by the due date for payment, ACEs may charge interest to you on the overdue amount at the rate of 6% per annum above the base lending rate of HSBC Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.
- 4.9. However, if you dispute an invoice in good faith and contact ACEs to let ACEs know within 48 hours after you have received an invoice that you dispute it, clause 4.8 will not apply to the disputed amount whilst you make bona fide efforts to resolve the dispute with ACEs.

5. YOUR OBLIGATION TO PROVIDE INFORMATION

- 5.1. ACEs will need certain information from you that is necessary for ACEs to provide the Event. ACEs will contact you about this. If you do not, after being asked by ACEs, provide this information, or you provide incomplete or incorrect information, ACE may make an additional charge of a reasonable sum to cover any extra work that is required. ACE will not be liable for any delay or non-performance where you have not provided this information to ACE when requested.

6. CATERING

- 6.1. Final menus are to be agreed by you on the date specified in the Reservation Document before the Event Date to allow ACE to finalise the order.
- 6.2. You agree to provide to ACE the exact number of guests attending the Event on the date specified in the Reservation Document. Any increase to the numbers after this date may result in extra charges and will be added to the Additional Costs. Any decrease in numbers after this time will not result in a reduction in the Event Cost and no refunds will be given.
- 6.3. Any alcoholic drinks, soft drinks, menus, canapés and snacks expressly included on the Reservation Document will be ordered and paid for as part of the Event Cost. After the Event Cost has been paid any additional items will be added to the Additional Costs.

7. EQUIPMENT

- 7.1. If the Event is to be held at your Property you shall ensure that you or an Authorised Person is present at the delivery of the Equipment at the Property
- 7.2. You agree not to:
 - 7.2.1. damage or allow damage to occur to the Equipment;
 - 7.2.2. attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building;
 - 7.2.3. modify or attempt to repair any Equipment; and
 - 7.2.4. use the Equipment for any unlawful or immoral purpose.
- 7.3. You acknowledge that you will be responsible for any loss of or damage to the Equipment or any personal injury or other damage arising out of or in connection with any negligence, misuse, mishandling of the Equipment caused by the you, your officers, employees, agents and contractors, guests, and you undertake to indemnify ACEs on demand against such liabilities, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature arising out of or in connection with any failure by you to comply with these Terms.

8. DAMAGE WAIVER

- 8.1. Upon entering into this Terms of this contract, ACEs will request the Damage Waiver from you. The Damage Waiver is non-refundable in all circumstances including for a Matter Outside Our Control.
- 8.2. ACEs carries its own public liability insurance, however it is strongly recommended that you arrange adequate event and cancellation insurance to protect against cancellation, costs, damage, or other liability. ACEs regrets that it is prohibited by law from recommending any suitable insurer or broker.

9. INTELLECTUAL PROPERTY

- 9.1. All Intellectual Property Rights in or arising out of or in connection with the Event shall be owned by the ACEs. You will indemnify ACEs for any breach of this clause by you.

9.2. You agree that any photographs or recordings taken at the Event of you or your guests may be used by ACEs for any purpose at its sole discretion. ACEs undertakes not to use such photographs or recordings for any immoral or inappropriate use.

10. CONFIDENTIALITY

10.1. A party (**receiving party**) will keep in strict confidence all artistic, technical, specifications, or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party. The receiving party will only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under these Terms, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to these Terms. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 10 will survive termination of these Terms.

11. COMPLAINTS

11.1. In the unlikely event that there is any defect or problem with the service supplied by ACE (either before or during the Event):

11.1.1. please notify ACEs and tell ACEs within 24 hours of first becoming aware of the defect or problem ; and

11.1.2. please give ACEs a reasonable opportunity to repair, fix or remedy any defect or problem.

11.2. Any other complaints should be notified to ACEs in writing and sent to the ACEs' contact address in clause 16.3 and must be made within 48 hours of the Event taking place or upon you noticing or being notified of the defect or problem.

11.3. If the Event is to be held at your Property and ACEs recommend that you order an emergency electrical, gas or communications supply in addition to your primary supply, ACEs will not be responsible if the Event cannot be carried out as a result of any failure in the primary supply.

12. ACEs LIABILITY TO YOU

12.1. If ACEs fails to comply with these Terms, ACEs is only responsible for loss or damage you suffer which is a foreseeable result of ACEs' breach of the Terms or ACEs' negligence, the total of which will not exceed the overall Event Cost. Loss or damage is foreseeable if it is an obvious consequence of ACEs' breach or if it was contemplated by you and ACEs at the time ACEs entered into this contract. This does not include or limit in any way ACE's ACEs' liability:

12.1.1. for death or personal injury caused by ACEs' negligence;

12.1.2. for fraud or fraudulent misrepresentation; or

12.1.3. for any matter for which it would be illegal for ACEs to exclude, or attempt to exclude, liability.

12.2. Subject to clause 12.1, if ACEs installs the Equipment at your Property, ACEs will make good any physical damage to your Property caused directly by ACEs in the course of installation or performance. However, ACEs is not responsible for the cost of repairing any pre-existing faults or damage to your property that ACEs discovers in the course of its installation nor for any subsequent consequences that are not foreseeable by ACEs as a result of that damage.

12.3. Without prejudice to the foregoing, ACEs have no liability to you for any loss of profit, loss of enjoyment, loss of expectation, loss of business, business interruption, or loss of business opportunity.

13. EVENTS OUTSIDE ACEs CONTROL

13.1. ACEs will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these Terms that is caused by a Matter Outside Our Control.

13.2. A Matter Outside Our Control means any act or event beyond ACEs reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, unsuitable or adverse weather, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

13.3. If a Matter Outside Our Control takes place that affects the performance of ACEs obligations under these Terms:

13.3.1. ACEs will contact you as soon as reasonably possible to notify you; and

13.3.2. ACEs may be required to cancel the Event.

13.4. You may cancel the contract if a Matter Outside Our Control takes place and you no longer wish ACEs to provide the Event. If you wish to cancel the Event, ACEs will not be required to refund you any amounts already paid.

14. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

14.1. Before ACEs provide the Event, you have the following rights to cancel:

14.1.1. Within 14 days of written acceptance of the Reservation Document by contacting ACEs in writing. ACEs may refuse to commence work on your Event unless you expressly request immediate performance of the contract and acknowledge that you will lose your right of withdrawal from the contract once the contract is fully performed.

ACEs will confirm your cancellation in writing to you and your Deposit will be refunded to you in full; or

14.1.2. after 14 days of acceptance of the Reservation Document by contacting ACE in writing. ACEs will confirm your cancellation in writing to you and the amount payable by you is specified in clause 14.3.

14.2. If you cancel your booking, or part of it, you must contact ACEs as soon as possible. Once your booking has been cancelled you can expect to receive a cancellation invoice for the amounts specified in clause 14.3 within 14 days which is due on the date received.

14.3. In accordance with clause 14.1.2, to cover the cost of processing your cancellation, and to compensate ACEs for any third party arrangements already made, deposits paid to Contractors, third parties or other bookings that have been refused to provide your Event, ACE will make a cancellation charge on the scale shown below. You are responsible for paying this charge.

14.4. These charges are based on how many months before your Event ACEs receive your cancellation notice, and are a percentage of the Event Cost.

The date when notice of cancellation is received	Percentage of Event Cost
More than 1 month before the Event Build Start Date	Loss of Deposit
Less 1 month before the Event Build Start Date	100%

14.5. Any charges on the Reservation Document for a Specialist Contractor or Venue which incurs a separate fee will not be refunded unless otherwise agreed.

15. ACEs RIGHTS TO CANCEL

15.1. ACEs may cancel the Event at any time with immediate effect by giving you written notice if:

15.1.1. you do not pay ACEs when you are supposed to as set out in clause 4.1 and 4.5. This does not affect ACEs right to charge you interest under clause 4.8;

15.1.2. in ACEs opinion you behave irresponsibly, immorally or unreasonably; or

15.1.3. you break these Terms in any other material way and you do not correct or fix the situation within 14 days of ACEs asking you to in writing.

15.2. In these circumstances, your right to any refund will be entirely at ACEs discretion.

16. INFORMATION ABOUT ACE AND HOW TO CONTACT ACEs

16.1. A & H Currie Consultancy Services Ltd t/a Alastair Currie Events is a company registered in England and Wales. ACEs company registration number is 04993915 and registered office is at 4 King Square, Bridgwater, Somerset, TA6 3YF. ACEs registered VAT number is 826558990.

16.2. If you have any questions or if you have any complaints, please contact ACEs. You can contact ACEs by telephoning ACEs team at 01275 859720 or by e-mailing ACEs at info@alastaircurrieevents.com.

16.3. If you wish to contact ACEs in writing, or if any clause in these Terms requires you to give ACEs notice in writing, you can send this to ACEs by e-mail, by hand, or by pre-paid post to Alastair Currie Events at Event House, Brockley Lane, Brockley BS48 4AH or at info@alastaircurrieevents.com. ACEs will confirm receipt of this by contacting you in writing. If ACEs has to contact you or give you notice in writing, ACEs will do so by e-mail, by hand, or by pre-paid post to the address you provide to ACEs in the Reservation Document.

17. HOW ACEs MAY USE YOUR PERSONAL INFORMATION

17.1. ACEs will use the personal information you provide to ACEs to:

- 17.1.1. provide the Event;
- 17.1.2. process your payment for such Event; and
- 17.1.3. inform you about similar products or services that ACEs provide, but you may stop receiving these at any time by writing to ACEs.

17.2. ACEs will not give your personal data to any third party other than the Contractors (unless otherwise agreed by you).

18. OTHER IMPORTANT TERMS

18.1. ACEs may transfer its rights and obligations under these Terms to another organisation. ACEs will always notify you in writing if this happens, but this will not affect your rights or ACEs obligations under these Terms.

18.2. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.3. These Terms apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

18.4. If ACEs fails to insist that you perform any of your obligations under these Terms, or if ACEs do not enforce its rights against you, or if ACEs delay in doing so, that will not mean that ACEs have waived ACEs rights against you and will not mean that you do not have to comply with those obligations. If ACEs does waive a default by you, ACEs will only do so in writing, and that will not mean that ACEs will automatically waive any later default by you.

18.5. These Terms are governed by English law. You and ACEs both agree to submit to the exclusive jurisdiction of the English courts.

I acknowledge that I have read and received a copy of the above Terms and Conditions and agree to abide by them.

Name(s) of any person authorised to make changes to your Event (if applicable):

Client Signature

Client Name

Date