

ACEs Suppliers Terms and Conditions

1. INTERPRETATION

1.1. Definitions. In these Conditions, the following definitions apply:

ACEs: A & H Currie Consultancy Services Ltd t/a Alastair Currie Events registered in England and Wales with company number 04993915.

Conditions: the conditions between ACEs and the Contractor for the supply of Equipment and/or Services.

Contractor: the person or firm from whom ACEs hires or purchases the Equipment and/or Services.

Customer Materials: has the meaning set out in clause 5.2.13.

Delivery Date: the date specified on the Order when delivery of the Equipment is to take place (if different to the Event Date);

Event Materials: all documents, products and materials developed by the Contractor or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts) in preparation for and for use at the Event.

Equipment: the goods (or any part of them) set out in the Order.

Event: the event for which the Equipment is supplied or hired.

Event Date: the date specified in the Order when the Event is due to take place the Equipment and/or Services are to be supplied or performed by the Contractor (if different to the Delivery Date).

Event Venue: the venue as notified to the Contractor where the Event is to take place.

Intellectual Property Rights: 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.

Order: ACEs purchase order for the supply or hire of Equipment and/or Services, as set out in ACEs written acceptance of the Contractor's quotation.

Services: the services, including without limitation any Event Materials, to be provided by the Contractor under these Conditions as set out in the Order.

1.2. **Construction.** In these Conditions, the following rules apply:

1.2.1. a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2. a reference to a **party** includes its personal representatives, successors or permitted assigns;

1.2.3. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4. any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5. a reference to **writing** or **written** includes faxes and email.

2. BASIS OF CONDITIONS

2.1. These Conditions shall come into existence when ACEs issuing an Order accepting the Contractor's quotation.

2.2. Any other quotation or notification by the Contractor of an order will not result in a contract coming into existence unless and until ACEs issue an Order which is accepted in accordance with clause 2.1 above.

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

2.4. These Conditions shall apply to the supply and/or hire of both Equipment and Services except where the application to one or the other is specified.

3. SUPPLY OR HIRE OF EQUIPMENT

- 3.1. The Contractor shall ensure that the Equipment provided shall:
- 3.1.1. correspond with the description of what is required as specified on the Order;
 - 3.1.2. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);
 - 3.1.3. fit for any purpose held out by the Contractor or made known to the Contractor by ACEs, expressly or by implication, or by non-written statements and assurances given by the Contractor and in this respect ACEs relies on the Contractor's skill and judgment;
 - 3.1.4. be free from defects in design, materials and workmanship and remain so; and
 - 3.1.5. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Equipment.
- 3.2. The Contractor shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under these Conditions in respect of the Equipment and is compliant with and observes all health and safety rules at the Event Venue, and shall, on ACEs request, produce all licences, permissions, consents and permits required.
- 3.3. ACEs reserves the right to enter the Contractors' premises on reasonable notice (if necessary) to inspect and test the Equipment at any time before delivery.
- 3.4. If following such inspection or testing ACEs considers that any of the Equipment does not conform or is unlikely to comply with the Contractor's undertakings at clause 3.1, ACEs shall inform the Contractor and the Contractor shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5. Notwithstanding any such inspection or testing that ACE carries out, the Contractor shall remain fully responsible for the Equipment and any such inspection or testing shall not reduce or otherwise affect the Contractor's obligations under these Conditions.

4. DELIVERY OF EQUIPMENT

- 4.1. The Contractor shall ensure that:
- 4.1.1. the Equipment is properly packed and secured in such manner as to enable it to reach its destination in good condition;
 - 4.1.2. the delivery of the Equipment is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Equipment and special storage instructions (if any); and
 - 4.1.3. the Equipment is properly unloaded, assembled and erected (where necessary or appropriate) at the Event Venue.
- 4.2. The Contractor shall deliver the Equipment:
- 4.2.1. on the Event Date or Delivery Date (if different to the Event Date);
 - 4.2.2. to the Event Venue or such other location as is set out in the Order or as instructed by ACEs before delivery; or
 - 4.2.3. as instructed by ACEs.
- 4.3. The Contractor shall install, set-up, fix or put into working order the Equipment at the Event Venue unless specified otherwise in the Order.
- 4.4. Upon delivery or set-up of the Equipment, the Contractor and its agents agree not to:
- 4.4.1. damage or allow to be damaged the Event Venue or any other equipment at the Event Venue not belonging to the Contractor;
 - 4.4.2. 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; and
 - 4.4.3. use the Equipment for any unlawful or immoral purpose.
- 4.5. Where the Equipment is on hire, the Contractor shall arrange for prompt removal or collection of the Equipment after the Event as specified in the Order.
- 4.6. The Contractor accepts full liability to ACEs or its client for all losses, liabilities, claims, damages, costs or expenses of whatever nature arising out of or in connection with any negligence, misuse, mishandling of the Event Venue, other equipment or person at the Event or during the set-up or preparation of the Event, which caused, directly or indirectly, by the Contractor or its officers, employees, agents and contractors.
- 4.7. Where the Equipment is not on hire, title and risk in the Equipment shall pass to ACEs on completion of delivery. Where the Equipment is on hire, title and risk shall remain with the Contractor.

Event House, Brockley Lane, Brockley BS48 4AH

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5. SUPPLY OF SERVICES

- 5.1. The Contractor shall on the Event Date provide the Services to ACEs for the Event in as specified on the Order.
- 5.2. In providing the Services, the Contractor shall:
 - 5.2.1. co-operate with ACEs in all matters relating to the Services, and comply with all instructions of ACEs;
 - 5.2.2. perform the Services with the best care, skill and diligence in accordance with best practice in the Contractor's industry, profession or trade;
 - 5.2.3. be presented in appropriate dress for the duration of the Event;
 - 5.2.4. be respectful, courteous and polite towards ACEs' client who commissioned the Event and his or her family and guest, and all site personnel and to ACEs' employees;
 - 5.2.5. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with these Conditions;
 - 5.2.6. ensure that the Services will conform with all descriptions and specifications set out in the Order and are fit for any purpose expressly or impliedly made known to the Contractor by ACEs;
 - 5.2.7. provide all required equipment, tools, music, sound, lighting, costume, vehicles and such other items as are required to provide the Services;
 - 5.2.8. use the best quality goods, materials, standards and techniques for the Equipment and/or Services;
 - 5.2.9. obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
 - 5.2.10. observe all health and safety rules and regulations and any other security requirements that apply at any of the Event Venue and upon request, supply ACEs with records confirming compliance;
 - 5.2.11. acknowledge ACEs as its client and not agree to any changes requested by ACEs customer unless expressly authorised by ACEs in writing;
 - 5.2.12. observe all food hygiene standards and environmental regulations and maintain all food hygiene certificates and upon request, supply ACEs with records thereof;
 - 5.2.13. hold all materials, equipment and tools, drawings, specifications and data supplied by ACEs to the Contractor (**Customer Materials**) in safe custody at its own risk, maintain ACEs Materials in good condition until returned to ACEs, and not dispose or use ACEs Materials other than in accordance with ACEs written instructions or authorisation; and
 - 5.2.14. not do or omit to do anything which may cause ACEs to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Contractor acknowledges that ACEs may rely or act on the Services.
 - 5.2.15. not consume alcohol or take illegal or performance enhancing drugs, narcotics at the Event;
 - 5.2.16. conduct themselves properly at all times at the Event Venue and not do anything or cause anything which may bring ACEs reputation into disrepute;
 - 5.2.17. not for a period of 5 years following the Event:
 - 5.2.17.1. canvass, solicit or approach, or cause to be canvassed, solicited or approached for custom any customer or client of ACEs where the custom relates to goods and/or services which are competitive with or of the type supplied by the ACEs;
 - 5.2.17.2. interfere, or seek to interfere, with the continuance of supplies to the ACEs from any supplier who has supplied goods and/or services to ACEs at any time during the 12 months immediately preceding the Event if such interference causes or would cause that supplier to cease supplying, materially reduce supplying or materially alter the terms on which it supplies those goods and/or services to the ACEs;
 - 5.2.17.3. solicit or entice, or endeavour to solicit or entice, away from ACEs any person employed or engaged in by ACEs who has worked for ACEs including any employee, associate or other contractor at any time during the period of 12 months immediately preceding the date of Event.

6. ACEs REMEDIES

- 6.1. If the Contractor fails to deliver the Equipment and/or perform the Services by the Event Date, ACEs shall, without limiting its other rights or remedies, have one or more of the following rights:
 - 6.1.1. to terminate these Conditions with immediate effect by giving written notice to the Contractor;

- 6.1.2. to refuse to accept any subsequent performance of the Services and/or delivery of the Equipment which the Contractor attempts to make in relation to other events held by ACEs;
- 6.1.3. to recover from the Contractor any costs incurred by ACEs in obtaining substitute goods and/or services from a third party;
- 6.1.4. where ACE has paid in advance for Services that have not been provided by the Contractor and/or Equipment which has not been delivered by the Contractor, to have such sums refunded by the Contractor; and
- 6.1.5. to claim damages for any additional costs, loss or expenses incurred by ACE which are in any way attributable to the Contractor's failure to meet such dates.
- 6.2. If the Contractor delivers Equipment that does not comply with the undertakings set out in clause 3.1, then, without limiting its other rights or remedies, ACEs may, whether or not it has accepted the Equipment:
 - 6.2.1. reject the Equipment whether or not title has passed and to return them to the Contractor at the Contractor's own risk and expense;
 - 6.2.2. terminate these Conditions with immediate effect by giving written notice to the Contractor;
 - 6.2.3. require the Contractor to repair or replace the rejected Equipment, or to provide a full refund of the price of the rejected Equipment(if paid);
 - 6.2.4. recover from the Contractor any expenditure incurred by ACE in obtaining substitute goods from a third party; and
 - 6.2.5. claim damages for any additional costs, loss or expenses incurred by ACE arising from the Contractor's failure to supply Equipment in accordance with clause 3.1.
- 6.3. These Conditions shall extend to any substituted or remedial services and/or repaired or replacement equipment supplied by the Contractor.
- 6.4. ACEs rights under these Conditions are in addition to its rights and remedies implied by statute and common law.

7. ACEs OBLIGATIONS

ACEs shall:

- 7.1.1. procure that the Contractor has reasonable access at reasonable times to the Event Venue for the purpose of providing the Services or delivering or installing the Equipment; and
- 7.1.2. provide such information as the Contractor may reasonably request for the provision of the Services and ACEs considers reasonably necessary for the purpose of providing the Services.
- 7.2. ACEs may at its discretion and as it deems appropriate, provide the Contractor who is providing Services with:
 - 7.2.1. a safe and secure changing and storage area (where relevant);
 - 7.2.2. soft drinks and refreshments and reasonable opportunities for appropriate breaks for the Contractor and its staff during the Event.
 - 7.2.3. Anything specifically set out in the Order.

8. CHARGES AND PAYMENT

- 8.1. The price for the Equipment:
 - 8.1.1. shall be the price set out in the Order, or if no price is quoted, the price shall be as set out in the Contractor's published price list in force less ten per cent at the date of the Order; and
 - 8.1.2. shall be inclusive of the costs of packaging, insurance and carriage of the Equipment, unless otherwise agreed in writing by ACEs. No extra charges or expenses shall be due unless agreed in writing and signed by ACEs.
- 8.2. The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration (inclusive of any overtime unless otherwise agreed) of the Contractor in respect of the performance of the Services. Unless otherwise agreed in writing by ACEs, the charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.
- 8.3. In respect of the Equipment and/or Services, the Contractor shall invoice ACEs after the Event Date. Each invoice shall include such supporting information required by ACEs to verify the accuracy of the invoice, including but not limited to the relevant purchase order number, the Event and the Event Venue.
- 8.4. All amounts payable by ACEs under these Conditions are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under these Conditions by the Contractor to ACEs, ACEs shall, on receipt of a valid VAT invoice from the Contractor, pay to the Contractor such additional amounts in respect of VAT as are chargeable

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on the supply of the Equipment and/or Services at the same time as payment is due for the supply of the Equipment and/or Services.

- 8.5. If a party fails to make any payment due to the other party under these Conditions by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above HSBC Plc's base rate from time to time. Such 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. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments that the defaulting party disputes in good faith.
- 8.6. ACEs may at any time, without limiting any of its other rights or remedies, set off any liability of the Contractor to ACEs against any liability of ACEs to the Contractor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these Conditions.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. The Contractor assigns to the ACEs, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Event Materials. The Contractor does not acquire any rights in the Customer Materials.
- 9.2. The Contractor shall, promptly at ACEs request, do (or procure to be done) all such further acts and things and the execution of all such other documents as ACEs may from time to time require for the purpose of securing for ACE the full benefit of these Conditions, including all right, title and interest in and to the Intellectual Property Rights assigned to ACE in accordance with clause 9.1.
- 9.3. The Contractor does not have any right to interfere or breach any of ACEs Intellectual Property Rights.

10. INDEMNITY

- 10.1. The Contractor shall keep ACEs indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered incurred by ACEs as a result of or in connection with:
 - 10.1.1. any claim made against ACEs for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with the supply or use of the Equipment, or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Contractor, its employees, agents or subcontractors;
 - 10.1.2. any claim made against ACEs by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Equipment, to the extent that the defects in the Equipment are attributable to the acts or omissions of the Contractor, its employees, agents or subcontractors; and
 - 10.1.3. any claim made against ACEs by a third party arising out of or in connection with the supply of the Equipment or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of these Conditions by the Contractor, its employees, agents or subcontractors.
- 10.2. This clause 10 shall survive termination of these Conditions.

11. INSURANCE

During the term of these Conditions and for a period of 6 years thereafter, the Contractor shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with these Conditions, and shall, on ACEs request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12. CONFIDENTIALITY

- 12.1. The Contractor shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by ACEs, its client, employees, agents or subcontractors, and any other confidential information concerning ACEs business, its products and services which the receiving party may obtain. The Contractor shall 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 Conditions, 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 Conditions.

12.2. Unless specifically authorised by ACEs, the Contractor shall not take any photographs, post comments or other material to social media, or make any recording of the Event. This clause shall apply to all materials ACEs publish after the Event.

12.3. This clause 12 shall survive termination of these Conditions.

13. TERMINATION

13.1. Without limiting its other rights or remedies, ACEs may terminate these Conditions with immediate effect by giving written notice to the Contractor if:

13.1.1. the Contractor commits a material breach of the terms of these Conditions and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing to do so;

13.1.2. the Contractor repeatedly breaches any of the terms of these Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Conditions;

13.1.3. the Contractor suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

13.1.4. the Contractor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

13.1.5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Contractor (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies or the solvent reconstruction of the Contractor;

13.1.6. the Contractor (being an individual) is the subject of a bankruptcy petition or order;

13.1.7. a creditor or encumbrancer of the Contractor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

13.1.8. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Contractor (being a company);

13.1.9. the holder of a floating charge over the assets of the Contractor (being a company) has become entitled to appoint or has appointed an administrative receiver;

13.1.10. a person becomes entitled to appoint a receiver over the assets of the Contractor or a receiver is appointed over the assets of the Contractor;

13.1.11. any event occurs, or proceeding is taken, with respect to the Contractor in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1.3 to clause 13.1.10 (inclusive);

13.1.12. the Contractor suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business;

13.1.13. the Contractor's financial position deteriorates to such an extent that in the ACEs opinion the Contractor's capability to adequately fulfil its obligations under these Conditions has been placed in jeopardy; or

13.1.14. the Contractor (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

13.2. Termination of these Conditions, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

13.3. Clauses which expressly or by implication survive termination of these Conditions shall continue in full force and effect.

14. CONSEQUENCES OF TERMINATION

On termination of these Conditions for any reason, the Contractor shall immediately deliver to ACEs all Event Materials whether or not then complete, and return all Customer Materials. If the Contractor fails to do so, then ACEs may enter the Contractor's premises and take possession of them. Until they have been returned or

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delivered, the Contractor shall be solely responsible for their safe keeping and will not use them for any purpose not connected with these Conditions.

15. FORCE MAJEURE

- 15.1. Neither party shall be in breach of these Conditions nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from a Force Majeure Event.
- 15.2. A Force Majeure Event means any act or event beyond reasonable control, including without limitation, civil commotion, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, earthquake, subsidence, epidemic or other natural disaster.
- 15.3. The Contractor shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.
- 15.4. If a Force Majeure Event prevents the Contractor's performance of its obligations, ACEs may terminate these Conditions immediately by giving written notice to the Contractor.

16. GENERAL

16.1. Assignment and other dealings.

- 16.1.1. ACEs may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Conditions.
- 16.1.2. The Contractor may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under these Conditions without the prior written consent of ACEs.

16.2. Notices.

- 16.2.1. Any notice or other communication given to a party under or in connection with these Conditions shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax.
 - 16.2.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.2.1; if sent by pre-paid first class post two working days after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax the following working day after transmission.
 - 16.2.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 16.3. **Severance.** If any provision or part-provision of these Conditions 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 these Conditions.
- 16.4. **Waiver.** A waiver of any right or remedy under these Conditions or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.5. **No partnership or agency.** Nothing in these Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 16.6. **Third parties.** Except as set out in clause 4.6, a person who is not a party to these Conditions shall not have any rights to enforce its terms.
- 16.7. **Variation.** Except as set out in these Conditions, no variation, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by ACEs.
- 16.8. **Governing law.** These Conditions, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

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

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