

TERMS & CONDITIONS - CREW & CO

THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS IN THESE TERMS AND CONDITIONS:

"TAPPY HOUR LTD" MEANS TAPPY HOUR LTD OF PHOENIX BUSINESS PARK, ONYX HOUSE, BIRMINGHAM, B7 4NJ
COMPANY REGISTRATION NUMBER: 16550943 "CLIENT" MEANS THE PERSON, FIRM, COMPANY OR OTHER LEGAL ENTITY TO WHOM THE SERVICES ARE PROVIDED AND WHOSE NAME AND ADDRESS APPEARS ON THE ORDER FORM;

"CREW" MEANS THE STAFF ENGAGED BY TAPPY HOUR LTD FOR THE EVENT AND TO PROVIDE THE SERVICES;

"END DATE" MEANS THE DATE ON WHICH THE SERVICES ARE TO END AS SPECIFIED ON THE ORDER FORM;

"EVENT" MEANS THE FUNCTION AND VENUE SPECIFIED ON THE ORDER FORM AT WHICH THE SERVICES ARE TO BE PROVIDED;

"FORCE MAJEURE" MEANS ANY EVENT BEYOND THE REASONABLE CONTROL OF TAPPY HOUR WHEREBY IT IS PREVENTED FROM OR DELAYED IN CARRYING ON ITS BUSINESS INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, GOVERNMENTAL ACTIONS, WAR OR NATIONAL EMERGENCY, ACTS OF TERRORISM, PROTESTS, RIOT, CIVIL COMMOTION, FIRE, EXPLOSION, EXTREME WEATHER CONDITIONS, FLOOD, EPIDEMIC, LOCK-OUTS, STRIKES OR OTHER LABOUR DISPUTES, ILLNESS OR ACCIDENT OF A TRAINER (WHETHER OR NOT RELATING TO TAPPY HOUR'S WORKFORCE OR THAT OF ANY SUB-CONTRACTOR), OR RESTRAINTS OR DELAYS AFFECTING CARRIERS OR INABILITY OR DELAY IN OBTAINING SUPPLIES OF ADEQUATE OR SUITABLE MATERIALS.

"ORDER FORM" MEANS THE DOCUMENT WHICH ACCOMPANIES THESE TERMS AND CONDITIONS CONTAINING DETAILS SUCH AS THE NUMBER OF CREW REQUIRED FOR THE EVENT, THE LOCATION AND THE START DATE AND END DATE;

"FEE" MEANS THE FEE SPECIFIED IN THE ORDER FORM PAYABLE BY THE CLIENT FOR THE SERVICES PROVIDED BY TAPPY HOUR LTD;

"SERVICES" MEANS THE SUPPLY OF CREW FOR AN EVENT WHICH MAY ALSO INCLUDE TRAINING PROVIDED BY TAPPY HOUR TO THE CLIENT AS DESCRIBED IN THE ORDER FORM;

"START DATE" MEANS THE DATE SPECIFIED ON THE ORDER FORM ON WHICH THE SERVICES ARE TO START;

"TERMS AND CONDITIONS" MEANS THE TERMS AND CONDITIONS UPON WHICH THE SERVICES ARE PROVIDED AND WHICH ARE SET OUT IN THIS DOCUMENT.

2. SERVICES

2.1 THE CLIENT HEREBY INSTRUCTS TAPPY HOUR LTD TO PROVIDE CREW FOR THE EVENT FROM THE START DATE TO THE END DATE IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. IN CONSIDERATION FOR PAYMENT OF THE FEES, TAPPY HOUR SHALL PERFORM THE SERVICES WITH REASONABLE SKILL AND CARE AND PROVIDE CREW WHO ARE SUITABLY QUALIFIED TO PROVIDE THE SERVICES.

2.2 A BINDING CONTRACT FOR THE PROVISION OF THE SERVICES SHALL COME INTO EFFECT ONCE TAPPY HOUR ISSUES CONFIRMATION TO THE CLIENT FOLLOWING RECEIPT OF A SIGNED ORDER FORM.

2.3 THE ORDER FORM DETAILS WHAT HAS BEEN AGREED BETWEEN THE PARTIES AS BEING INCLUDED WITHIN THE SCOPE OF THE SERVICES. SHOULD THE CLIENT WISH TO MODIFY OR AMEND THE SCOPE OF THE SERVICES, TAPPY HOUR WILL PROVIDE THE CLIENT WITH A WRITTEN QUOTE FOR THE COST OF ANY ADDITIONAL WORK. QUOTES FOR ADDITIONAL WORK ARE CALCULATED USING TAPPY HOUR'S CURRENT AGREED RATES. WHERE THE CLIENT HAS ACCEPTED THE QUOTE, THE REVISED SERVICES WILL BE PERFORMED IN ACCORDANCE WITH THESE TERMS AND CONDITIONS.

2.4 IN ORDER TO ENABLE TAPPY HOUR LTD TO DELIVER THE SERVICES AND TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, THE CLIENT AGREES THAT IT SHALL NOT ENGAGE OR EMPLOY ANOTHER PERSON OR ENTITY TO PROVIDE THE SAME OR SIMILAR SERVICES FOR THE DURATION OF THE PROJECT UNLESS THIS AGREEMENT HAS BEEN TERMINATED IN ACCORDANCE WITH THESE TERMS AND CONDITIONS.

2.5 TAPPY HOUR RESERVES THE RIGHT TO VARY OR SUSPEND THE SERVICES WHERE, IN ITS REASONABLE OPINION, CONTINUATION WOULD PUT AT RISK THE HEALTH AND SAFETY OF ITS CREW OR ANY OTHER PERSON OR WOULD CONTRAVENE APPLICABLE LAWS, REGULATIONS OR HEALTH AND SAFETY GUIDELINES.

2.6 WHERE REQUESTED, TAPPY HOUR LTD SHALL PROVIDE REASONABLY NECESSARY INFORMATION ABOUT EACH CREW MEMBER TO ENABLE THE CLIENT TO UNDERTAKE APPROPRIATE SECURITY CHECKS PRIOR TO THE START DATE. ALL INFORMATION MUST BE HANDLED IN ACCORDANCE WITH APPLICABLE DATA PROTECTION LEGISLATION AND THE CLIENT INDEMNIFIES TAPPY HOUR AGAINST ANY MISUSE OF PERSONAL DATA SUPPLIED.

3. FEES AND PAYMENT

3.1 FEES WILL BE CALCULATED IN ACCORDANCE WITH THE ORDER FORM AND TAPPY HOUR WILL INVOICE FOR SUCH FEES PLUS ANY ADDITIONAL COSTS INCURRED UNDER CLAUSE 3.3 EITHER UPON COMPLETION OF THE SERVICES OR, WHERE PROVIDED IN STAGES, AT THE END OF EACH STAGE.

3.2 ALL INVOICES MUST BE PAID WITHIN 30 DAYS OF THE INVOICE DATE BY CHEQUE OR BACS TRANSFER TO TAPPY HOUR'S NOMINATED BANK ACCOUNT. TIME SHALL BE OF THE ESSENCE. ALL FEES ARE SUBJECT TO VAT AT THE APPROPRIATE RATE.

3.3 IN ADDITION TO THE FEE, TAPPY HOUR SHALL BE ENTITLED TO CHARGE REASONABLE TRAVEL, SUBSISTENCE AND ACCOMMODATION EXPENSES TOGETHER WITH ANY THIRD-PARTY COSTS NECESSARY FOR THE PROVISION OF THE SERVICES, AND ANY MATERIALS PURCHASED AT THE INSTRUCTION OF THE CLIENT.

3.4 THE CLIENT MAY NOT SET OFF ANY SUMS OWED UNDER THIS AGREEMENT AGAINST ANY SUMS OWED BY TAPPY HOUR LTD.

3.5 LATE PAYMENTS MAY INCUR INTEREST IN ACCORDANCE WITH THE LATE PAYMENT OF COMMERCIAL DEBTS (INTEREST) ACT 1998 (AS AMENDED).

3.6 TAPPY HOUR LTD RESERVES THE RIGHT TO CHARGE AN ADMINISTRATION FEE FOR LATE PAYMENT NOTICES AND MAY SUSPEND OR CANCEL FUTURE SERVICES IN CASES OF LATE PAYMENT.

3.7 UNPAID INVOICES MAY BE REFERRED TO A DEBT COLLECTION AGENCY OR LEGAL REPRESENTATIVE. THE CLIENT WILL BE LIABLE FOR REASONABLE RECOVERY COSTS.

4. CLIENT'S OBLIGATIONS

THE CLIENT MUST:

- ADVISE TAPPY HOUR OF ANY HEALTH AND SAFETY RISKS.
- PROVIDE SAFE WORKING ENVIRONMENTS, EQUIPMENT AND SUPERVISION.
- COMPLY WITH ALL HEALTH AND SAFETY LEGISLATION.
- PROVIDE ACCESS TO THE EVENT AND NECESSARY FACILITIES.
- OBTAIN AND MAINTAIN REQUIRED LICENCES AND PERMISSIONS.

5. CLIENT CANCELLATION OR CHANGES

5.1 CANCELLATION FEES:

- LESS THAN 48 HOURS' NOTICE: 100% OF THE FEE
- LESS THAN 72 HOURS' NOTICE: 50% OF THE FEE

5.2 CHANGE REQUESTS MUST BE MADE IN WRITING WITH AT LEAST 12 HOURS' NOTICE PRIOR TO THE START DATE.

5.3 CREW REDUCTIONS WITHIN 24 HOURS OF THE EVENT ARE CHARGED AT 100%.

6. TERMINATION

EITHER PARTY MAY TERMINATE IMMEDIATELY FOR MATERIAL BREACH, INSOLVENCY, BANKRUPTCY OR CESSATION OF BUSINESS.

WHERE TERMINATION OCCURS UNDER THIS CLAUSE BY TAPPY HOUR, THE FULL FEE REMAINS PAYABLE.

7. LIMITATION OF LIABILITY AND INDEMNITY

7.1 TAPPY HOUR'S LIABILITY SHALL BE LIMITED TO THE AMOUNT PAID FOR THE RELEVANT SERVICES.

7.2 TAPPY HOUR SHALL NOT BE LIABLE FOR INDIRECT, CONSEQUENTIAL OR ECONOMIC LOSSES.

7.3 NOTHING IN THESE TERMS LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE.

7.4 THE CLIENT INDEMNIFIES TAPPY HOUR AGAINST CLAIMS ARISING FROM CREW CONCERNING THE CLIENT.

8. NON-SOLICITATION

THE CLIENT SHALL NOT SOLICIT CREW DURING THE SERVICES OR FOR 6 MONTHS THEREAFTER. BREACH ENTITLES TAPPY HOUR TO CHARGE 25% OF THE RELEVANT DAILY CHARGE-OUT RATE (OR SALARY EQUIVALENT) FOR 6 MONTHS.

9. GENERAL

- TAPPY HOUR MAY ASSIGN OR SUBCONTRACT SERVICES.
- THESE TERMS AND THE ORDER FORM CONSTITUTE THE ENTIRE AGREEMENT.
- GOVERNED BY THE LAWS OF ENGLAND AND WALES.
- THIRD-PARTY RIGHTS EXCLUDED.
- NOTICES MAY BE DELIVERED BY HAND OR FIRST-CLASS POST TO REGISTERED OFFICE ADDRESSES.