

## Terms & Conditions

The Customer's attention is drawn in particular to the provisions of clause 15 (Limitation of Liability)

### 1. Interpretation

1.1. In these Conditions, the following definitions apply:

CVS International registered in England and Wales with company number 2683264, referred to as CVS in the following.

Business Day means a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

Normal working hours are 8:00 am to 6:00 pm on Business Days.

Conditions means these terms and conditions as amended or varied from time to time in accordance with clause 19.7.

Contract means the contract between CVS and the Customer for the hire of Equipment and/or supply of Services in accordance with these Conditions.

Customer means the person or firm who hires the Equipment and/or engages the Services from CVS Damage Waiver has the meaning given in clause 11.2.

Equipment means the equipment (or any item comprised in or part of such equipment) set out in the Quotation.

Event means the occasion for which the Customer is hiring the Equipment and/or engaging the Services of CVS.

Force Majeure Event means an Act of God, war, terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, an epidemic or pandemic, earthquakes, fire, flood or storm.

Hire Period means the period stated in the Quotation for which the Equipment is to be hired to the Customer.

The Charges are the fees due to CVS from the Customer in payment for the Hire of Equipment or Services provided together with any variations arising and expenses incurred on behalf of the client.

Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Quotation means a CVS quotation for the hire of Equipment and/or provision of Services to the Customer, as may be varied by written agreement between the Customer and CVS. A Quotation is not legally binding and shall be valid for no more than 7 days. The Customer's order shall be subject to acceptance by CVS.

Services means the services to be supplied by CVS to the Customer as set out in the Quotation.

Guests are the invited delegates of the client Venue means the venue at which the Event is to be held.

1.2. 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 e-mails.

### 2. Basis of Contract

2.1 The Quotation and these Conditions, together with any documents referred to in them, constitute the whole agreement between CVS and the Customer for the hire of the Equipment and/or provision of the Services. The Customer acknowledges that it has not relied upon any statement, promise or representation made or given by or on behalf of CVS which is not set out in these documents, and which together form the Contract.

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

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

2.4 If any of these Conditions are inconsistent with the Quotation, the Quotation shall prevail.

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

2.6 any conditions printed on the customers order are binding only insofar as they are not at variance with these conditions.

### **3. Equipment**

3.1. CVS shall hire the Equipment to the Customer for use in accordance with the Quotation and these Conditions. CVS reserves the right to substitute any of the Equipment for a similar piece of equipment of comparable quality if necessitated by CVS's lack of available equipment or any applicable statutory or regulatory requirements or if it reasonably considers that any proposed Equipment may not be suitable for the Event following its assessment of the Venue pursuant to clause 8.4. CVS shall notify the Customer in any such event.

3.2 CVS shall not interfere with the Customer's quiet possession of the Equipment, other than where CVS is to set-up and/or operate the Equipment or save in the exercise of CVS's rights under these Conditions or applicable law.

3.3 The Customer shall:

3.3.1 look after the Equipment as a reasonable owner of such Equipment would;

3.3.2 use the Equipment only for the purpose notified to CVS and in accordance with CVS's reasonable instructions; and

3.3.3 not alter or repair the Equipment, or use the Equipment after a fault is detected, without CVS's consent.

3.4 The Equipment shall at all times remain the property of CVS, and the Customer shall have no right, title or interest in or to the Equipment (save for the right to possession and use of the Equipment subject to these Conditions).

### **4. Quality of Equipment**

4.1 CVS warrants that on delivery and for the duration of the Hire Period, the Equipment shall conform in all material respects with its description and be fit for any purpose notified by the Customer to CVS for which the Equipment is required.

4.2 Subject to clause 4.3, if the Customer notifies CVS during the Hire Period within a reasonable time of discovery that some or all of the Equipment does not comply with the warranty set out in clause 4.1 CVS shall, at its option, repair or replace the defective Equipment as soon as practicable.

4.3 CVS shall not be liable for the Equipment's failure to comply with the warranty in clause 4.1 if:

4.3.1 the Customer makes any further use of such Equipment after notifying CVS in accordance with clause 4.2;

4.3.2 the failure arises because the Customer failed to follow CVS's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment;

4.3.3 the Customer alters or repairs such Equipment without prior consent from CVS;

4.3.4 the failure arises as a result of the wilful damage or negligence of the Customer; or

4.3.5 the failure arises as a result of a Force Majeure Event.

4.4 The terms of these Conditions shall apply to any repaired or replacement Equipment supplied by CVS under clause 4.2.

### **5. Collection or Delivery of Equipment**

5.1 If the Customer is to collect the Equipment, the Customer shall collect the Equipment from such location as is notified by CVS to the Customer within any timeframe and/or before any deadline specified in the Quotation but in any event before close of business on the date of commencement of the Hire Period. Delivery of the Equipment shall be completed on completion of loading of the Equipment onto the Customer's transport at such location.

5.2 If CVS is to deliver the Equipment, CVS shall deliver the Equipment to the location set out in the Quotation by the date and time specified in the Quotation. Delivery of the Equipment shall be completed on the Equipment's arrival at such location. The Customer shall be responsible for ensuring that there are adequate parking/unloading facilities available at the delivery location.

5.3 Time for availability for collection or delivery (as the case may be) of the Equipment shall be of the essence. However CVS shall not be liable for any delay in the Equipment being available for collection or delivered which is caused by a Force Majeure Event, the Venue not being ready for CVS to deliver the Equipment, or the Customer's failure to provide CVS with adequate delivery instructions or any other instructions which are relevant to the supply of the Equipment.

### **6. Return of Equipment**

6.1 The Customer shall deliver up the Equipment at the end of the Hire Period or on earlier termination of the Contract either by returning it to such address as CVS requires or by allowing CVS or its representatives to collect the Equipment – whichever is stated in the Quotation or subsequently agreed by the parties.

6.2 The Customer shall not be liable for any delay in the Equipment being returned to CVS at the end of the Hire Period or upon earlier termination of the Contract which is caused by a Force Majeure Event or CVS's failure to provide the Customer with adequate delivery instructions or any other instructions which are relevant to the return of the Equipment. In any other circumstances, if the Equipment is not returned to CVS by the end of the Hire Period or earlier termination of the Contract, CVS reserves the right to charge the Customer an additional fee up to the price of

hire of the Equipment in respect of the period from the end of the Hire Period or earlier termination of the Contract until the Equipment is returned.

## **7. Damage to or Loss of Equipment**

7.1 The Customer shall be liable for any loss, theft, damage or destruction to the Equipment which occurs between completion of delivery in accordance with clause 5.1 or 5.2 (as appropriate) and return to CVS in accordance with clause 6, unless:

7.1.1 such loss, theft, damage or destruction is caused by an act or omission of an employee, agent, consultant or subcontractor of CVS;

7.1.2 the Customer has paid and taken out specific Equipment insurance through CVS and has complied with CVS's reasonable instructions and has behaved reasonably as an owner of the Equipment would; or

7.1.3 such loss, theft, damage or destruction is caused by a Force Majeure Event, and the Customer has complied with CVS's reasonable instructions and has behaved reasonably as an owner of the Equipment would.

7.2 The Customer's liability pursuant to clause 7.1 shall include the obligation to pay to CVS an amount equal to the cost to CVS of repair or replacement (as CVS may in its reasonable discretion decide) of the Equipment, together with such costs and losses as CVS may incur as a direct consequence of such loss, theft, damage or destruction, including (for example) in relation to any subsequent scheduled hires of the Equipment.

7.3 The Customer shall give immediate written notice to CVS in the event of any loss, theft, damage or destruction to the Equipment occurring during or arising out of or in connection with the Customer's possession or use of the Equipment.

## **8. Supply of Services**

8.1 CVS shall provide the Services to the Customer in accordance with the Quotation in all material respects. For the avoidance of doubt, the Services do not extend to the provision of advice in respect of the Customer's compliance with legislation unless specifically stated in the Quotation or otherwise expressly agreed between the parties.

8.2 CVS shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and CVS shall notify the Customer in any such event.

8.3 CVS warrants to the Customer that the Services will be provided using reasonable care and skill.

8.4 Where CVS is to set-up and/or operate the Equipment, before the start of the Event:

8.4.1 the Customer shall provide or procure the provision of such information as CVS shall reasonably require concerning the facilities, lay-out and suitability of the Venue (on which information CVS may rely); and/or

8.4.2 CVS shall be entitled to visit and assess the facilities, lay-out and suitability of the Venue, in the context of the proposed Equipment and Services to be provided. The Customer shall provide CVS with such co-operation and assistance as it may reasonably request from the Customer in connection with any visit to and assessment of the Venue. CVS shall have the right to make changes to or replace the Equipment, or make changes to the Services, or alter the charges or otherwise vary the terms of the Contract, in any case to the extent it reasonably considers necessary in the light of information provided concerning the set-up at the Venue after the issue of the Quotation or of findings from its own assessment of the set-up at the Venue made after the issue of the Quotation.

## **9. Customer's Obligations**

9.1 The Customer shall:

9.1.1 ensure that the terms of the Quotation are complete and accurate at all times and notify CVS of any changes in circumstances which may affect the terms of the Quotation;

9.1.2 ensure that any information concerning the set-up at the Venue provided pursuant to clause 8.4 is complete and accurate;

9.1.3 ensure that CVS has the necessary access to the Venue at the date and times it requires, as notified to the Customer;

9.1.4 notify CVS as soon as practicable of any changes to the set-up at the Venue which may occur after the provision of information or after CVS has undertaken its assessment pursuant to clause 8.4;

9.1.5 co-operate with CVS in all matters relating to the Services;

9.1.6 provide CVS with such information and materials as CVS may reasonably require to supply the Services, and ensure that such information is accurate and kept up to date in all material respects;

9.1.7 provide CVS, its employees, agents, consultants and subcontractors with access to the Venue and other facilities as reasonably required by CVS to provide the Services and/or deliver the Equipment; and

9.1.8 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.

9.2 If CVS's performance of any of its obligations in respect of the Services is prevented, delayed or otherwise adversely affected by any act or omission of the Customer or failure by the Customer to perform any relevant obligation under clause 9.1 or otherwise (Customer Default):

9.2.1 CVS shall without limiting its other rights or remedies 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 to the extent the Customer Default prevents or delays CVS's performance of any of its obligations;

9.2.2 CVS shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from CVS's failure or delay to perform any of its obligations as set out in this clause 9.2; and

9.2.3 CVS shall be entitled to charge the Customer a fee of an amount up to the total costs and losses it suffers as a direct result of such Customer Default, including in respect of additional pay (including at overtime rates) for any employees, agents, consultants or subcontractors of CVS.

## **10. Variation of Contract – hire of Equipment (postponement and cancellation)**

10.1 Section 10 refers to contracts for the hire of Equipment only. Any contract which includes an element of event Services (on-site staff, event production services, content, event management) please see Section 18.

10.2 The Customer shall inform CVS as soon as reasonably practicable if the Event is postponed or cancelled. CVS may charge the Customer a fee of an amount up to the aggregate of the charges for the Services it has provided and the third-party disbursements it has incurred before the time it is so notified. CVS shall invoice the Customer for such charges on or at any time after it receives such notification.

10.3 Any additional equipment required or requested by the Customer which is not set out in the Quotation, or which is necessitated as a result of the set-up at the Venue being different from that notified to CVS or apparent from CVS's inspection (as contemplated in clause 8.4), shall be charged at the rates agreed by the parties or, in the absence of agreement, at rates reasonably determined by CVS. For the avoidance of doubt the terms of these Conditions shall apply to any such additional services or equipment.

## **11. Charges, Damage Waiver and Payment**

11.1 The charges for the hire of the Equipment and the provision of the Services shall be as set out in the Quotation, although such charges may be altered to the extent provided in the Contract.

11.2 If the Equipment is to be replaced at the cost of the Customer in accordance with clause 7.1 above, the Customer will pay to CVS the replacement cost for the Equipment on a new for old basis.

11.2.1 Where the Customer has taken out and paid for specific insurance cover for the Equipment through CVS, the Customer will be liable to pay the replacement cost for the Equipment in accordance with clause 11.2 above less the amount actually paid to CVS under such policy of insurance.

11.3 Except where expressly provided otherwise in the Quotation or Conditions, CVS shall invoice the Customer on or at any time after the end of the Hire Period.

11.4 The Customer shall pay each invoice submitted by CVS within 30 days of the date of the invoice. Time for payment shall be of the essence of the Contract. Where there is a bona fide dispute between the Customer and CVS as to whether an element of the amount invoiced is properly due, the Customer shall not delay or withhold payment of any other elements of the invoice which are undisputed.

11.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by CVS to the Customer, the Customer shall, on receipt of a valid VAT invoice from CVS, pay to CVS such additional amounts in respect of VAT as are chargeable on the supply of the Services or hire of the Equipment at the same time as payment is due for the supply of the Services or hire of the Equipment.

11.6 Without limiting any other right or remedy of CVS, if the Customer fails to make any payment due to CVS under the Contract by the due date for payment, CVS may charge the Customer interest and such other sums as may be payable in respect of the overdue amount pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

11.7 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against CVS in order to justify withholding payment of any such amount in whole or in part. CVS may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by CVS to the Customer.

11.8 Where applications for credit are requested we will supply your personal information to credit reference agencies (CRAs) and they will give us information about you, such as about your financial history. We do this to assess creditworthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent criminal activity. We will also continue to exchange information about you with CRAs on an ongoing basis, including about your settled accounts and any debts not fully repaid on time. CRAs will share your information with other organisations.

## 12. Security for Payment

12.1 CVS shall be entitled to require a payment on account of its eventual charges upon formation of the Contract or any time thereafter. Such payment shall be applied against CVS's invoices in respect of the Contract, and to the extent that the payment on account exceeds CVS's total eventual charges, shall be returned to the Customer as soon as reasonably practicable after CVS's final invoice in respect of the Contract is issued.

12.2 CVS shall be entitled to require a guarantee or other form of security it reasonably considers appropriate in respect of the Customer's obligations upon formation of the Contract or any time thereafter.

12.3 Failure by the Customer to provide the assurances requested by CVS pursuant to clause 12.1 or 12.2 shall entitle CVS to terminate the Contract immediately upon notice to the Customer

## 13. Intellectual Property Rights

13.1 Where any products of the Services are designed, created or otherwise developed by CVS for the Customer pursuant to the Contract, the Intellectual Property Rights in, arising out of or in connection with such products shall be owned by CVS.

13.2 CVS hereby grants a royalty-free, non-transferable, non-exclusive licence to the Customer to use such products only for the purposes of and during the Event.

13.3 Any materials provided by the Customer to CVS to enable it to produce such products shall remain the exclusive property of the Customer.

## 14. Confidentiality

A party (Receiving Party) 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 to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 14 shall survive termination of the Contract.

## 15. Limitation of Liability

15.1 Nothing in these Conditions shall limit or exclude CVS's liability for:

15.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

15.1.2 fraud or fraudulent misrepresentation; or

15.1.3 liability for any breach of the terms implied by section 8 of the Supply of Goods (Implied Terms) Act 1973 or any other liability which cannot be excluded by law.

15.2 Subject to clause 15.1:

15.2.1 CVS shall not in any way be liable to the Customer for any delay or failure to perform its obligations under this Contract arising as a result of a Force Majeure Event;

15.2.2 CVS shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

15.2.3 CVS's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to CVS's total charges under the Contract.

15.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

15.4 This clause 15 shall survive termination of the Contract.

## 16. Termination

16.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

16.1.1 the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing of such breach;

16.1.2 the other party convenes a meeting of creditors, or enters into liquidation except a members' voluntary liquidation for the purpose only of reconstruction or amalgamation, or enters a scheme of arrangement, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the Court for the appointment of an administrator of the other party or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any Court for the winding up of the other party or for the granting of an administration order in respect of the other party, or

any proposal is prepared or meeting convened to approve a solvent arrangement or proceedings are commenced relating to the insolvency or possible insolvency of the other party;

16.1.3 the other party suffers or allows any execution to be levied on its property or obtained against it, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or ceases to trade; or

16.1.4 it reasonably believes that any of the events listed in clauses 16.1.1 to 16.1.3 is about to happen to the other party.

16.2 Without limiting its other rights or remedies, CVS shall have the right to suspend the supply of Services and/or all hires of Equipment under the Contract or any other contract between the Customer and CVS if:

16.2.1 the Customer fails to pay any amount due under this Contract on the due date for payment; or

16.2.2 the Customer becomes subject to any of the events listed in clauses 16.1.1 to 16.1.3, or CVS reasonably believes that the Customer is about to become subject to any of them.

## 17. Consequences of Termination

17.1 On termination of the Contract for any reason:

17.1.1 the Customer shall immediately pay to CVS all of CVS's outstanding unpaid invoices and any interest accrued thereon and, in respect of Services supplied and/or Equipment hired but for which no invoice has yet been submitted, CVS shall submit an invoice, which shall be payable by the Customer immediately on receipt;

17.1.2 the Customer shall return all Equipment it has hired back to CVS. If the Customer fails to do so, then CVS 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 the Contract;

17.1.3 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and

17.1.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## 18. Services – including all Event Production & Exhibition Services

The following conditions are applicable when contracting any of our Services (everything excluding dry Equipment Hire).

18.1 For any Contract with a value in excess of £10,000, CVS may, at its sole discretion, request a payment plan, typically as follows:

- 25% of the Charges as a non-returnable deposit on written acceptance of the Quote
- A further 50% of the Charges payable one month prior to the Event
- The remaining balance of 25% of the Charges, adjusted by any confirmed variations, will be invoiced following the Event.
- We will communicate requested payment terms at the quotation stage.

18.2 Cancellation (including Postponement) by the Client – Notice of cancellation or postponement of the Event by the Client, for whatever reason in whole or in part must be made in writing addressed to a Director of the company at its registered address. Cancellation will be effective from the date that the cancellation is acknowledged in writing by a Director of the Company. A cancellation fee will be payable by the Client as set out below and has been calculated to represent a reasonable assessment by the Company of the loss it will suffer as a result of the cancellation.

18.2.1 Cancellation received more than 4 months before the event date 25%

Cancellation received between 4 months and 6 weeks of the event date 50%

Cancellation received between 6 weeks and 8 days of the event date 75%

Cancellation received 7 days or less before the event date 100%

Where the Company has contracted with any third party on behalf of the Client and the proportion contractually due to the third party in respect of cancellation charges exceeds the Company's above applicable proportion the client shall reimburse the company with the additional cost in full.

Further where the company has purchased goods or services directly for the client and the proportion of the total value already contracted exceeds the Company's above applicable proportion the client shall reimburse the company with the additional cost in full.

Where the Event is postponed to a later date, and this later date is confirmed in writing at the time of the Notice of postponement, CVS may, at its sole discretion, reduce the fee due by the Client, or agree to offset a proportion of the fee paid by the client against the same Event on the agreed re-arranged date.

18.3 An Event cancellation or postponement caused by Force Majeure will not normally incur the standard event cancellation charges as set out in 18.2 If the event is cancelled or postponed for more than 6 months the Customer will be charged the pre-production, contracted third party costs and or any direct costs that have been incurred and are not subsequently recoverable.

18.4 The Company reserves the right to cancel the Event where any due payment has not been received by the Company in accordance with our normal conditions.

18.5 Whilst the Company will make every effort to carry out the Services in accordance with the Quote, the Company retains the right to postpone or change the venue or nature of the Event if this is necessary due to any circumstance

beyond its control including but not limited to adverse weather conditions or unavailability of suitable staff, equipment or the original venue. In such circumstances the Company will notify the client of such changes as soon as reasonably practicable and seek to make alternative arrangements

18.6 The Client shall not be entitled to any reduction in the Price if the number of Guests who attend the Event is less than the number stated in the Quote. The company reserves the right to increase the Price where the number of guests is greater than the number stated in the Quote and the company can substantiate the claim for additional costs directly related to the additional guest numbers

18.7 The Client agrees on its own behalf and on behalf of each and every Guest:

That the opinion of the Company is final in regard to matters of safety

To comply with any request or order made by the Company in the interests of safety however expressed

To comply with any reasonable instruction given by the Company for any other reason.

The Company reserves the right to request any Guest to leave the Event if in the opinion of the Company the Guest is behaving in a dangerous, unreasonable or disruptive manner and the Client agrees to ensure that such a request will be complied with by each and every Guest. In such circumstances the Company will be under no liability to the Client or the Guest to refund any part of the Price or to compensate for any costs or damage which may be incurred by the Client or Guest.

Before participating in the Event every Guest may be required at the discretion of the Company to sign a disclaimer, a copy of which is available on request.

18.8 Any changes to the Event specification requested by the Client including but not limited to venue, date, or client requirements and not included in the Proposal must be confirmed in writing and acknowledged in writing by the Company. Where such changes give rise to variation of the Charges, this is payable in accordance with the terms in section 18.1 above.

## **19. General**

19.1 Assignment and subcontracting:

19.1.1 CVS may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

19.1.2 The Customer shall not, without the prior written consent of CVS, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

19.2 Notices:

19.2.1 Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business or sent by fax to the other party's main fax number, or sent by email to the email address provided by the other party for such purpose.

19.2.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such address, or if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or 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 or email, on the next Business Day after transmission.

19.2.3 This clause 19.2 shall not apply to the service of any proceedings or other documents in any legal action.

19.3 Waiver and cumulative remedies:

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

19.3.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

19.4 Severance:

19.4.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

19.4.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19.5 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

19.6 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.



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19.7 Variation: Except as set out in these Conditions, any amendment or variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing by CVS.

19.8 Governing law and jurisdiction: This Contract, 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.