



## TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES (CONSUMER)

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These Terms and Conditions (the **Terms**) govern your relationship with Xena Events (**'Xena'** **'we'** or **'us'**). Please read them carefully as they affect your rights and liabilities under the law. If you do not agree to these Terms, please do not sign the attached Specification Sheet.

These Terms apply only to consumers who are individuals not acting for the purposes of their business or profession.

All Customer Bookings accepted by us will be subject to the following Terms, which will form part of and will govern the contract of sale. No variation of these Terms will be accepted unless agreed in writing by an authorised person of Xena.

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### 1. INTERPRETATION

1.1 The definitions in this clause apply in the terms and conditions set out in this document:

**Charges:** means our charges detailed in the Specification Sheet.

**Contract:** means the contract between you and us, which incorporates these Terms.

**Customer Booking:** means your confirmation of order for Services, or acceptance of our quotation for Services subject to these terms.

**Document:** includes, in addition to a document in Writing, a map, plan, design, drawing, picture or other image, or any other record of any information in any form.

**Event:** means the function, event or occasion in respect of which we are providing the Services as specified in the Specification Sheet.

**Event Date:** means the dates on which the Services are to be provided as specified in the Specification Sheet.

**Services:** means the events management services and arrangements provided by us for you as specified in the Specification Sheet.

**Specification Sheet:** means the sheet to which these Terms are attached, and which is headed "Specification Sheet".

**Terms:** means these terms and conditions which are attached to or are accessible from the Specification Sheet.

**VAT:** means value added tax chargeable under English law for the time being and any similar additional tax.

**Venue:** means the premises where the Services are to be provided as specified in the Specification Sheet.

**Writing:** or **Written** includes faxes and emails.

1.2 Headings in these Terms are for convenience only and shall not affect their interpretation.

## **2. FORMATION OF THE CONTRACT**

2.1 We give quotations on the basis that no Contract shall come into existence except in accordance with condition 2.3 below. Any Written quotation is valid for a period of 90 days from its date, subject to availability of stock, provided that we have not previously withdrawn it.

2.2 These Terms, together with the details on the Specification Sheet, apply to the provision of Services by us. Any changes or additions to these Terms or those details must be agreed in Writing between you and us.

2.3 No Contract exists for the provision of Services unless and until we have received and accepted your signed copy of the Specification Sheet and we have sent you Written confirmation of the Customer Booking to the address, fax number or email address that you have provided. Once we have done so, there is a binding legal contact between you and us.

2.4 The Contract is subject to your right of cancellation (see below).

2.5 We may from time to time revise and amend these Terms upon reasonable notice in relation to the provision of future Services.

2.6 These Terms shall prevail over any inconsistent terms or conditions contained, or referred to, in the Customer Booking or other Document supplied by you, or implied by law, trade custom, practice or course of dealing.

### **3. YOUR RIGHT OF CANCELLATION**

- 3.1 You have the right to cancel the Contract at any time up to the end of 7 working days after the day on which you receive Written confirmation of your Customer Booking from us, subject to the following provisions of this clause 3.
- 3.2 You do not have the right to cancel the Contract if the supply of the Services begins, with your agreement, before the end of the 7 working day cancellation period.
- 3.3 To exercise the right of cancellation, you must give Written notice to us.
- 3.4 In the event of cancellation by you, for whatever reason, after the end of the 7 working day cancellation period, we will endeavour to obtain refunds of all sums paid to third parties in connection with the Services. Where and to the extent that this is not possible, for whatever reason, we reserve the right to charge the following cancellation charges in addition to any deposit already paid:
- (a) For Services cancelled by you more than 20 days prior to the Event Date, you shall be liable to pay 50% of our Charges;
  - (b) For Services cancelled by you 20 days or less prior to the Event Date, you shall be liable to pay all of our Charges.
- 3.5 Payment of cancellation charges is due within 7 days of any invoice in respect of cancellation charges.

### **4. PROVISION OF THE SERVICES**

- 4.1 It is your responsibility to provide us, in sufficient time, with any information and instructions relating to the Services that is or are necessary to enable us to provide the Services in accordance with the Contract.
- 4.2 If you fail to do so, or you provide us with incomplete, incorrect or inaccurate information or instructions, we reserve the right to cancel the Contract by giving you Written notice, or to make an additional charge of a reasonable sum to cover any extra work that is required.
- 4.3 If the Services requested by you are not available for any reason beyond our reasonable control, we will promptly give you Written notice of this fact and will endeavour to provide an alternative service which is reasonably acceptable to you, but if we are not able to do so, we shall be entitled to cancel the Contract, in which case we will promptly notify you in Writing and refund or re-credit to you any sum that has been paid by you or debited from your credit card for the Services.

4.4 We may, from time to time, notify you of any changes to the Services which are necessary to comply with any applicable health and safety or other statutory requirements, or which do not materially affect the nature or quality of the Services provided.

## **5. OUR CHARGES AND PAYMENT**

5.1 All our Charges for the Services are inclusive of VAT.

5.2 50 per cent of our Charges (or such a proportion of our Charges that shall be stipulated in the Specification Sheet) shall become payable by you as a non-refundable deposit upon you signing and returning to us the Specification Sheet, which shall be deducted from any further amounts due to us from you. If the deposit is not paid within the required time, we reserve the right to cancel the Contract.

5.3 Unless the Contract otherwise provides, you must pay the balance of our Charges no later than 30 days before the Event Date. If the balance of our charges is not paid, we reserve the right to cancel the Contract and we will be entitled to forfeit your deposit.

5.4 We reserve the right to alter our Charges prior to the Event date if:

(a) There is a variation to the Services that are to be provided under the Contract or there is a change or inaccuracy in the information, instructions or Documents provided by you to cover increased costs reasonably incurred in providing the Services; or

(b) There is an increase in the costs necessarily and reasonably incurred by us in supplying the Services, including, but not limited to materials, labour, transport, overheads or other items which we had to pay or incur in providing the Services.

5.5 In the event of breakages, damage to equipment or any extra goods or services deemed by both of us to be necessary for the successful completion of the Event, we may issue a further final balance invoice, which will become due for payment within 7 days of the date of the invoice being issued.

5.6 If payment is not made on the due date, we will be entitled to charge interest on the unpaid balance of the Charges at 4% per annum above the Base Rate from time to time of the Bank of England from the due date until the outstanding amount is paid in full.

## **6. WARRANTY AND LIABILITY**

- 6.1 We warrant that the Services will be provided using reasonable care and skill and, unless we are prevented by circumstances beyond our reasonable control, in accordance with the Specification Sheet.
- 6.2 We shall not be liable to you for any loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by you which is incomplete, incorrect or inaccurate.
- 6.3 We shall not be liable to you for any unforeseeable loss or damages arising from the provision (or non provision) of the Services, including loss of profit or consequential loss or damage.
- 6.4 We shall not be liable to you for any loss or damages arising out of or in connection with any reasonable wear and tear to the Venue as a result of the Services provided.
- 6.5 We shall not be liable to you by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Services, if the delay or failure was due to an act of God, war, terrorism, power failure, or any other cause beyond our reasonable control.
- 6.6 Nothing in these Terms affects any liability for death or personal injury caused by our negligence or for fraudulent misrepresentation, or any of your statutory rights as a consumer.

## **7. INSURANCE**

- 7.1 We shall maintain during the term of this Contract the following insurance policies:
- (a) Public Liability Insurance of up to £2m;
  - (b) Employers Liability Insurance of up to £10m;
  - (c) Professional Indemnity Insurance of up to £250,000; and
  - (d) Special Events Insurance.

## **8. TERMINATION**

- 8.1 Either party may terminate the Contract without liability to the other by giving Written notice to the other if the other commits a breach of these Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by Written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

8.2 Termination of the Contract will not affect either party's outstanding rights or duties, including the Supplier's right to recover any money owing to it under these Terms.

**9. DATA PROTECTION**

9.1 We will only use any personal information provided by you for the purpose of providing the Services, or for informing you of the availability of similar services, unless you otherwise agree.

9.2 You can correct any information or ask for information about you to be deleted, by giving Written notice to the Supplier.

**10. GENERAL**

10.1 If any Court or competent Authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

10.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under those Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, it will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in Writing.

10.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

10.4 The Terms and the Contract will be subject to English law and the English Courts will have jurisdiction in respect of any dispute arising from the Contract.