

The Police Community Clubs of Great Britain
Northern Branch Office, Office 80, Friars Nook
43, White Friars, Chester CH1 1AD
Telephone: 01244 316629

Terms and Conditions

1. Headings

'The Contractor' means the Police Community Clubs of Great Britain which agrees to supply the Contract Space at the Barney & Echo Internet Safety Road Show specified on the Contract.

'Contract Space' means the total space allocated by the Contractor to the customer under the agreement.

'Customer' means the person, firm or corporate body who agrees to purchase Contract Space.

'Contract' means any contract or order, verbal and/or written between the Contractor and the Customer for the carrying out of Contract Space.

'Invoice' means an Invoice supplied by the Contractor for the Contract Space.

1.2 The headings in these Conditions are for convenience only and shall not affect the interpretation of a Contract.

1.3 A reference to one gender includes a reference to the other gender.

2 Orders and specifications

2.1 The Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No variation of, or addition to, these Conditions shall be effective unless in writing and signed by the Contractor and the Customer.

2.3 The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Contractor which is not set out in the Contract. Nothing in this condition shall exclude or limit the Contractor's liability for fraudulent misrepresentation.

2.4 Any typographical or clerical error or omission in any Quotation, price list, acceptance, Invoice or other such document issued by the Contractor shall be subject to correction without any liability on the part of the Contractor.

2.5 All specifications, descriptions, drawings, designs, measures or other information provided by the Contractor in relation to Contract Space and/or Goods are approximate and, in relation thereto, the Contractor reserves the right to incorporate modifications or amendments in Contract Space subject to the consent of the Customer, such consent not to be unreasonably withheld.

2.6 A Contract shall be created by the Customer agreeing to place an order with the Contractor, irrespective of how such acceptance or order is expressed.

2.7 The Customer shall be responsible for giving the Contractor any necessary information relating to Contract Space within a sufficient time to enable the Contractor to perform the Contract in respect thereof in accordance with its terms.

2.8 The Contractor will supply to the Customer an exhibitor pack which will include the confirmed stand name/number, the set-up times and access arrangements together with a general plan of the space allocated.

2.9 The Customer shall be responsible for obtaining all necessary licences including any public liability insurance requirements and other permissions whatsoever for the performance of Contract Work.

2.10 The Customer may not cancel a Contract unless the Contractor agrees in writing and then on the terms that the Customer shall indemnify the Contractor in full against all loss (including loss of profit, costs (including the cost of all labour and materials used), claims, actions, damages, charges and expenses incurred by the Contractor as a result of cancellation.

2.11 The Contractor shall have and retain the property, copyright, design right and all other intellectual or industrial property rights in all know

how, trade secrets, , trade marks, service marks, drawings, designs, plans, models, specifications and/or estimates prepared by the Contractor. If the Customer uses or allows any third party to use any design or other intellectual property rights of the Contractor provided as part of the Contract Space other than as contemplated under the Contract, the Customer will, without prejudice to any other remedy available to the Contractor, pay the Contractor under the Contract plus VAT.

2.12 Where the Customer is to supply goods ('Customer's Property') to the Contractor in connection with the Contract Space the Contractor will not be liable to the Customer for loss of or any damage to Customer's Property unless caused by the negligent act or omission of the Contractor.

2.13 The Contract Space is to be located elsewhere than on the Contractor's premises and Customer shall indemnify the Contractor against liability for any damage to the place of performance of such Contract Space, however caused.

3 Prices & Invoices

3.1 The Contractor will quote for Contract Space as per the Contractors published price list.

3.2 The Quotation shall be open for acceptance within the period stated therein.

3.3 The Contractor will supply to the customer an Invoice stating the final price together with the agreed payment terms.

3.4 Prices are exclusive of VAT and, where applicable, any additional or substitute taxes, levies, imposts, duties, fees or charges all of which shall be paid by the Customer.

4 Terms of payment

The Customer shall pay either a deposit and then a balance payment or otherwise a payment in full for the Contract Space as per the Invoice. In all cases the Invoice must be paid in full no later than 14 days prior to the event listed on the Contract. Receipts for payment will be issued only on request.

4.1 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Contractor, the Contractor shall be entitled, at its option at any time thereafter to:

4.1.1 terminate the relevant Contract and suspend further performance of Contract Space; and

4.1.2 require full payment, without deduction, of the total amount due and/or which would have become due under the relevant Contract but for termination

4.2 The Contractor reserves the right to add charges and/or interest under the current legislation governing late payments and, if necessary, pass all outstanding Invoices due for payment to collection agents.

5 Liability

5.1 The Contractor shall not be liable for any defect in Contract Space arising directly or indirectly from compliance with any drawing, design, specification or order of the Customer.

5.2 Without prejudice to the terms of Conditions 5.1, the Contractor will accept liability for any loss or damage sustained by the Customer as a direct result of any breach of a Contract or of any liability of the Contractor (including negligence) in respect of the performance of a Contract provided that such liability shall be limited to payment of damages not exceeding the Invoice value of the Contract in questions.

5.3 The Contractor shall not be liable for the following loss or damage howsoever caused (even if foreseeable or in the Contractor's contemplation);

5.3.1 Loss of profits, business or revenue whether sustained by the Customer or any other person; and/or

5.3.2 special, indirect or consequential loss or damage, whether sustained by the Customer or any other person; and/or

5.3.3 any loss arising from any claim made against the Customer by any other person.

5.4 The Customer shall indemnify the Contractor against all claims, actions, costs, expenses (including

court costs and legal fees) or other liabilities whatsoever in respect of:

5.4.1 Any liability arising under the Consumer Protection Act 1987, unless caused by the negligent act or omission of the Contractor in the manufacture and/or supply of Goods; and/or

5.4.2 any claim for breach of industrial and/or intellectual property rights arising out of compliance with any drawings, designs, specifications or order of the Customer; and/or

5.4.3 any breach of Contract or negligent or wilful act or omission of the Customer in relation to a Contract.

5.5 Nothing in these conditions excludes or limits the liability of the Company:

5.5.1 For death or personal injury caused by the Company's negligence;

5.5.2 under section 2(3) of the Consumer Protection Act 1987;

5.5.3 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or

5.5.4 for fraud or fraudulent misrepresentation.

6 Force majeure

The Contractor shall be entitled, without liability on its part and without prejudice to its other rights, to terminate a Contract or any unfulfilled part thereof or, at its option, to suspend or give partial performance under it, if performance by the Contractor or by its suppliers is prevented, hindered, or delayed whether directly or indirectly by reason of any cause whatever beyond the Contractor's or its suppliers' reasonable control, whether such cause existed on the date when the Contract was made or not.

7 Insolvency

If the Customer, being an individual, or being a firm, if any partner in the Customer is the subject of a petition for a bankruptcy order or of an application for an interim order under Part VIII of the Insolvency Act 1986, or if the Customer, being a company, compounds with its creditors or has a receiver or manager appointed in respect of all or of any part of its assets or is the subject of an application for an administration order or of any proposal for a voluntary arrangement under Part 1 of the Insolvency Act 1986, or enters into liquidation whether compulsorily or voluntarily otherwise than for the purpose of amalgamation or reconstruction, or if the Contractor reasonably believes that any of the above events is about to occur, then the Contractor shall be entitled immediately, and at any time thereafter, to terminate forthwith any Contract or any unfulfilled part thereof.

8 General

8.1 No waiver by the Contractor of any breach of Contract by the Customer shall be construed as a waiver of any subsequent breach of the same or any other provision.

8.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

8.3 Any dispute arising under or in connection with these Conditions or the work done by the Contractor shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party.

8.4 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Contractor.

8.5 Failure or delay by the Contractor in enforcing or partially enforcing its rights under the Contract will not be construed as a waiver of any of its rights under the Contract.

8.6 The parties to this Contract do not intend that any term of this Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

This Contract shall be governed by the Laws of England