



Terms and Conditions of Business

1. Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

- “you”, “your”, “yours”, “yourself” means the customer to whom we have agreed to provide the Services.
- “we”, “our”, “ourselves”, “us” means Collective Events Limited (Company No. 12809642) of 2 Middlethorpe Business Park, Simbalk Lane, Bishopthorpe, York, YO23 2BD.
- “ADIPS” means the Amusement Device Inspection Procedures Scheme.
- “Business Day” means a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.
- “the Charges” means the charges set out in the booking confirmation form.
- “the Event Date” means the date agreed by the parties for the provision of the Services, as detailed in the booking confirmation form.
- “the Services” means the equipment and any related services detailed in our booking confirmation form.
- “the Venue” means the event venue detailed in the booking confirmation form.
- “this Agreement” means the agreement between you and us for the provision of the Services.
- “these Terms” means these terms and conditions, to which this Agreement is strictly subject.

References to a clause are to the clauses within these Terms, unless expressly stated otherwise.

In these Terms, unless the context clearly requires a different interpretation:

- Reference to any gender include all other genders;
- Reference to the singular include the plural, and vice versa;
- Reference to “writing” include communication by e-mail, WhatsApp or similar electronic means.

Headings are for ease of reference only and shall not affect the interpretation of these Terms.

2. Booking Confirmation

We will provide you with a booking confirmation form detailing the Services we have agreed to provide. Upon acceptance of these Terms, the booking confirmation form must be signed by you and



returned to us. This Agreement shall only become binding once the booking confirmation form has been signed and the Deposit received.

3. Our Obligations

We shall:

- deliver, set up, operate (where applicable), and dismantle the equipment.
- provide the Services with reasonable care and skill and in accordance with recognised industry standards and applicable codes of practice at the time the Services are carried out; and
- provide public liability insurance, generic risk assessments, and ADIPS certificates where applicable.

4. Your Obligations

You shall:

- provide safe, suitable, and unrestricted access to the Venue and ensure that ground conditions and access routes are appropriate for the Services;
- fully cooperate with us and provide all information reasonably required for the performance of the Services;
- notify us in writing at least 10 Business Days in advance of any change to your contact details;
- provide all facilities, utilities, and services reasonably required for us to perform the Services; and
- obtain, at your own cost, all necessary permissions, licences, permits, and consents required for the Event and the provision of the Services.

5. Price and Payment

Payment for the Services may be made by BACS transfer, cheque (with banker's guarantee card), debit card, or credit card.

A non-refundable deposit of 25% of the agreed Charges ("the Deposit") is payable upon signing the booking confirmation form. The balance of the Charges must be paid no later than 10 Business Days prior to the Event Date, unless otherwise agreed in writing.

The equipment and Services will not be reserved for the Event Date until the Deposit has been received. We accept no liability for unavailability of equipment or any resulting loss due to late payment of the Deposit.

If payment is not received by the due date, we reserve the right to charge interest on the overdue amount at a rate of 8.5% per annum, calculated daily from the due date until payment is received in full. You remain responsible for payment of the Charges regardless of any dispute with a third party.



6. Cancellation and Termination

You must notify us in writing if you wish to cancel the Services. Cancellation shall only take effect once confirmed by us in writing.

In the event of cancellation by you, the following charges shall apply:

- the Deposit is non-refundable;
- 50% of the Charges if cancellation occurs more than 30 Business Days before the Event Date;
- 75% of the Charges if cancellation occurs between 8 and 29 Business Days before the Event Date; and
- 100% of the Charges if cancellation occurs less than 7 days before the Event Date.

We may terminate this Agreement immediately if you commit a material breach of these Terms and fail to remedy such breach (where capable of remedy), or if circumstances arise that make it unsafe or impractical for us to continue providing the Services.

7. Limitation of Liability

Your attention is particularly drawn to this clause.

We shall only be liable for loss, damage, or injury caused by our negligence, wilful misconduct, or breach of contract.

Except in respect of death or personal injury (for which liability cannot be limited), our total aggregate liability under this Agreement shall not exceed the total Charges paid or payable.

Where no site visit has been requested or carried out, we shall not be liable for failure to access the Venue or for any resulting cancellation or loss. You are responsible for ensuring that any site visit recommendations are implemented prior to the Event. We shall not be liable for damage caused by unsuitable ground conditions and you agree to indemnify us against any related claims.

We shall not be liable for any indirect, consequential, or economic loss, including loss of profit or reputation.

Nothing in these Terms affects your statutory rights as a consumer.

8. Force Majeure

We shall not be liable for any delay or failure in performance caused by circumstances beyond our reasonable control, including but not limited to extreme weather, acts of God, government, restrictions, or failure of utilities. In such circumstances, we shall be entitled to a reasonable extension of time or, where appropriate, to cancel the Services without liability.

9. Variations

We reserve the right to amend these Terms from time to time. Any amendments will only apply once notified to you in writing.



10. Waiver

No failure or delay by us to exercise any right shall constitute a waiver of that or any other right. Any waiver must be confirmed in writing and shall not apply to any subsequent breach.

11. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, representations, or agreements. Any variation must be agreed in writing by both parties.

12. Assignment and Subcontracting

Neither party may assign or transfer this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld. We may subcontract all or part of the Services, but shall remain responsible for our obligations under this Agreement.

13. Notices

All notices shall be in writing and sent to the addresses stated in the booking confirmation form or such other address notified in writing. Notices may be delivered by hand, first-class post, or email and shall be deemed received:

- if delivered by hand, on delivery;
 - if sent by post, 48 hours after posting; and
 - if sent by email, on the day of transmission.
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14. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.