

## Standard Terms and Conditions

1. The "Company" means Snowfire Limited. The "Customer" means any individual, firm, business or organisation placing any order for goods or services with the Company. "Contract" means the contract of the sale and supply of the goods and/or the supply and performance of the Services subject to these Conditions
2. The prices for goods supplied or work done are based on the cost to the Company of goods, materials, labour and transport (including the cost of conforming with obligations imposed by statute or Government Order) ruling at the date when such prices were quoted or in the absence of a quotation when such prices were agreed. In the event of any increase in such costs after the date of the quotation or agreement and before delivery of the goods or completion of the work the Company reserves the right to make a corresponding increase in the prices. All prices quoted are exclusive of VAT and any other taxes, levies or similar charges whatsoever, all of which shall be paid by the Customer.
3. Orders are accepted and delivery dates are agreed subject to the Company being able to secure the necessary labour and materials. The Company accepts no responsibility if the delivery of goods or materials or the execution of work is delayed or prevented by any cause beyond its control including (but not limited to)
  - i. Strike, lock-out, labour disturbance, restriction or ban on overtime, fire, explosion, war, riot or Act of God.
  - ii. Reduction or stoppage of output at the works of makers of any goods or materials required.
  - iii. Failure by the Customer or any third party to observe any of the provisions of the National Labour Agreements issued by the National Joint Industrial Council for the exhibition industry and the National Exhibition Electrical Joint Council.
  - iv. Failure by the Customer to give instructions or supply necessary drawings in due time
  - v. Failure by any third party including organisers or promoters of any exhibition to carry out their part of the work or otherwise perform their obligations when required.
4. Unless otherwise agreed in writing, 50% of the agreed contract price shall be paid on the Company's acceptance of the Customer's order and the balance shall be payable on delivery of the goods, materials or in the execution of the work, and in any case no later than the opening day of the exhibition or event. In the event of goods or services not being fully completed due to circumstances beyond our reasonable control, the Company reserves the right to collect the full outstanding balance. If the Customer fails to make full payment on the due dates, the Company is entitled, without prejudice to any other right or remedy available, to terminate the relevant contract and suspend any performance of contract work. In the case of death, incapacity, bankruptcy or insolvency of the Customer or where the Customer is a firm or business and a receiver is appointed, the price of all goods or materials invoiced and/or delivered and the cost of all work already invoiced and/or carried out shall immediately become due and payable and in addition on the occurrence of any such event the Company shall have the right to cancel forthwith every contract with the Customer and/or to retake possession of all property on hire to the Customer and/or to suspend delivery of further goods or materials or the execution of further work under the contract without prejudice to the Company's right to recover any loss sustained.
5. The Company at its sole discretion reserves the right to substitute unavailable Company property of a similar quality, specification and performance. The Company may sub contract all or any part of the services. The Company contracts for itself and as agent of and trustee for its employees and sub contractors and their employees and any reference in these Terms & Conditions shall be deemed to include every such employee and sub contractor.
6. The Company shall not under any circumstances be liable for any direct or indirect consequential loss arising from the services howsoever, whensoever, or wheresoever caused and whether or not resulting from a negligent act or omission by the Company.
7. All goods, materials, plant, equipment or machinery supplied by the Company in connection with the contract shall, unless expressly agreed by the Company in writing, be on hire for the duration of the exhibition. The Customer will be responsible for the Company's property from the time of delivery up until the time of collection by the Company. The Customer shall insure all of the Company's property for its full replacement cost and indemnify the Company against loss of or damage to any of the Company's property howsoever caused. The Customer shall not assign, re-hire or part with possession of the Company's property. The Customer warrants that it is the owner of exhibits and any other property entrusted to the Company's custody or control or is authorised by the owner to accept these conditions on the owner's behalf. The Company shall not be liable for loss or damage to the Customer's property howsoever, whensoever or wheresoever caused and whether or not such loss or damage results from a negligent act or omission by the Company.
8. The Customer will fully and completely indemnify the Company against all actions, costs, claims and demands whatsoever brought or made against us by any party arising out of the supply or hire by the Company to the Customer of any goods, materials, plant, equipment, machinery or fittings or by reason of any work carried out by us or by reason of our complying with any exhibition conditions save only where the same shall arise by reason of negligence on the part of the Company.
9. The Customer shall comply with all regulations and conditions imposed by any exhibition organiser, promoter, hall owner, local or other authority and shall be responsible for obtaining their written consent to any modification thereto or waiver thereof as may be necessary to enable the Company to perform the contract. The Customer shall communicate to the Company such as these regulations and conditions as may affect the services and indemnify the Company against all liabilities arising from non compliance with any of the said regulations and conditions unless resulting from a negligent act or omission by the Company.
10. In the event of the Company incurring additional costs in carrying out work for the Customer owing to the alteration of any exhibition install and/or dismantling periods or other working conditions unknown to the Company at the date of the quotation or the date when the contract was entered into, the Company reserves the right to charge the Customer with such additional costs.
11. Estimates, designs, plans, drawings and media prepared by the Company for the Customer remain the property and copyright of the Company. They must not in whole or in part be submitted or otherwise made use of by any other party without the express written agreement of the Company.
12. Unless otherwise agreed by the Company in writing, these terms and conditions apply to all orders and contracts entered into by the Company to the exclusion of any terms and conditions contained in the Customer's order which conflict or purport to modify these terms and conditions and to the exclusion of any conditions or warranties implied by common law or statute.
13. All terms and conditions shall be governed by and construed in accordance with the laws of England and Wales.