

Polka Dot Event Production Ltd

Terms and Conditions of Trading



Last updated 1st October 2020

1. Definitions

In these Terms of Business "the Company" means Polka Dot Event Production Ltd, and "the Customer" means the person, firm or company entering into a contract with the Company in accordance with these Terms of Business. "Event Date" means the first date on which installation crew go to site to work on an event or a series of events for which a contract has been formed, (in the event of no schedule being agreed this shall be the first date on which Customer guests are scheduled to arrive on site).

2. Acceptance

A contract will not come into effect between the Company and the Customer until the Customer's order has been accepted by the Company in writing. Any such contract shall be subject to these Terms of Business and any attempt by the Customer to incorporate other terms and conditions shall be null and void and of no legal effect.

3. Variation

No variation of these Terms of Business shall be effective unless made in writing and signed by an authorized officer of the Company. At the request of the Customer the Company will confirm whether or not any named individual has the requisite authority.

4. The Right to Sub-Contract

The Company shall be entitled to sub-contract the performance of the whole or part of the contract with the Customer without prior notice to the Customer.

5. Price

a) The Company reserves the right to vary the contract price at any time to take account of:

i) Any alteration agreed between the Company and the Customer to the terms of the Contract; and / or

ii) Any increase in the cost price of materials or of equipment hire; and / or

iii) Any cost for waiting time or other additional expenses incurred by the Company as a result of matters beyond its control; and / or

iv) Any additional work which is necessitated by the state or condition of the Customer's premises unless the Company was aware of such state of condition when its quotation was given and such state or condition was specifically referred to in the Company's quotation.

b) All prices are quoted exclusive of any value added tax ("VAT") which shall be payable in addition thereto.

6. Representations

a) The employees of the Company are not authorized to make oral representations as to the description, quality or fitness for any particular purpose of any goods or services supplied by the Company. If a representation has been made or an opinion expressed orally which affected materially the Customer's decision to enter into a contract with the Company, the Customer must ensure that the relevant statement is confirmed in writing by a duly authorized officer of the Company so as to form part of the contract; no liability can otherwise be accepted.

b) All descriptions and other information contained in the Company's sales literature, advertisements and quotations are based on information received from the Company's suppliers and the Company cannot accept any liability in respect thereof.

7. Designs

a) Designs, drawings and the like contained in the Company's quotations or otherwise, must be regarded as illustrative only. The Customer's attention is drawn to the conditions set out on the Company's drawings and quotations. The Customer must satisfy itself that the goods and / or services to be provided by the Company are fit for the Customer's purposes.

b) Where the Company has undertaken to offer a design service, the drawings shall remain the property of the Company until a contract of sale is made between the Company and the Customer or an agreed fee has been paid in full to the Company.

8. Warranties and Liability

a) The Company warrants to the Customer that it will provide the services referred to in the contract using reasonable care and skill. Where the Company supplies any goods supplied by a third party, the Company does not give any warranty, guarantee or other term as to their quality, fitness for purposes or otherwise but shall, where possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Company.

b) The Company shall have no liability to the Customer for any loss, damage, costs, expenses, or other claims for

compensation arising from any documents, materials, data

or other information supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or nonarrival, or any other fault of the Customer.

c) Except in respect of death or personal injury caused by the Company's negligence, or as expressly provided in these Terms of Business, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract for any losses which are not reasonably foreseeable on acceptance of the Customer's order or for any loss of profit or any indirect, special, economic or consequential loss, damage, costs, expenses or other claims (whether caused by negligence of the Company, its servants or agents or otherwise) which arise out of or in connection with the provision of the goods and / or services under the contract and their use by the Customer.

d) In any event the Company's total liability in contract, tort, negligence or otherwise under or in connection with the contract shall be limited to an amount equal to the amount of the contract price actually received by the Company from the Customer up to the date such liability arose.

The contract price has been calculated on the basis that the Company can exclude or limit liability as set out in these Terms of Business. The Customer confirms that it will bear itself (or insure against) any loss for which the Company has excluded or limited liability. However, nothing in the Terms of Business shall exclude or limit the Company's liability to the Customer for death or personal injury resulting from the Company's negligence.

e) The Company shall not be liable to the Customer for any loss or damage suffered by the Customer as a result of, or in connection with any claim brought against the Customer by any third party. The Customer shall fully indemnify the Company against all liability (including professional costs) suffered or incurred by the Company as a result of, or in connection with, any third party claim brought against the Company arising out of or in connection with the use by the Customer of the goods and / or services supplied under the contract.

f) The Company shall not be liable to the Customer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations hereunder if the delay of failure was due to any cause beyond the Company's reasonable control.

9. Access

The Customer agrees to provide unimpeded access for the employees and vehicles of the Company, its subcontractors and carriers on or into the Customer's property for the purpose of delivering goods to the Customer or for any related purpose. The Company reserves the right to refuse to make delivery if access is dangerous or if the condition of the site is unsuitable for the delivery and storage of the goods.

10. Terms of Payment

a) Terms of payment shall be such as may be agreed between the Company and the Customer, but (subject to the provisions of sub-clauses (c), (d), (g) and (h) below) in the

absence of any such agreement, a non-refundable deposit of 50% of the quoted price plus VAT, shall be payable on confirmation of the order, an additional non-refundable deposit of 30% of the quoted price plus VAT shall be payable not less than 21 days prior to the Event Date with the balance payable before the expiration of 28 days from the date of

invoice. The Company reserves the right to charge interest at the rate of 3% above the base lending rate of Metro Bank on invoices more than 28 days overdue for payment from the

due date to the date of actual payment.

b) In the case of death, permanent incapacity, bankruptcy or insolvency of the Customer or (if the Customer is a limited company) in the case of liquidation or the appointment of a receiver, the outstanding balance of the purchase price of all goods and services invoiced and provided by the Company to the Customer prior to the date of the relevant event shall immediately become due and payable from the Customer to the Company.

c) On the happening of any of the events in sub-clause (b) above the Company (in addition and without prejudice

to its other rights referred to in this clause) will have the right to cancel every contract made with the Customer and / or to suspend or discontinue delivery of the goods and / or services at the Company's option without prejudice to the Company's right to recover damages for any loss sustained by it.

d) Where the Company has undertaken to offer set and staging services, all related items of set and staging shall remain the property of the Company. If the Customer contracts to purchase any set or staging goods the goods shall remain the property of the Company until a contract of sale is made between the Company and the Customer and an agreed fee has been paid in full to the Company.

e) Any discounts agreed by the Company and the Customer shall cease to apply if there is any default by the Customer in performance of its obligations under the Contract. The Customer accepts that in the event of any such default on its part the full amount of the contract price will be payable by it to the Company.

f) If, for any reason, the Customer terminates or postpones the contract after confirmation of the order payments will become due according to the following schedule:

i) Cancellation or postponement more than two calendar months before the Event Date - 50% of the quoted price plus VAT will become due for payment.

ii) Cancellation or postponement from two calendar months before the Event Date and more than 30 days before the Event Date - 80% of the quoted price plus VAT will become due for payment.

iii) Cancellation or postponement from 30 days before the Event Date to the Event Date - 100% of the quoted price plus VAT will become due for payment.

g) If the company is to invoice a non-UK address, full payment of cleared funds are required prior to the first day of the install. This will supersede all other payment terms referred to in this document

h) If for any reason the client does not adhere to the payment terms and in particular the dates of payments due, we reserve the right to amend the terms to 100% payment prior to the event.

11. Governing Law

These Terms of Business shall be construed and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts. If any provision of these Terms of Business is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, the remaining provisions under these Terms of Business shall otherwise continue in full force and effect.

12. Equality and Harassment

Polka Dot Event Production is committed to providing a professional work environment that maintains the equality, respect and dignity of all its employees and contractors. In keeping with this commitment, Polka Dot Event Production maintains a strict policy prohibiting discriminatory practices in any form including sexual, physical and psychological harassment.

Harassment, in any form and whether in the workplace or outside work sponsored settings, is unacceptable and will not be tolerated. Polka Dot Event Production expects clients to adhere to these standards as a condition of their contract with Polka Dot Event Production and to ensure that their subcontractors and suppliers are contractually bound to adhere to the same standards. Sexual harassment is defined as any unwelcome sexual advance, request for special favour, and other verbal or physical conduct of a sexual nature when;

- such conduct has the purpose or effect of unreasonably interfering with the individual's work performance creating an intimidating, hostile or offensive work environment;
- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or client contract; or
- submission to or rejection of such conduct by an individual is used as the basis for the employment and contractual decisions affecting such individual or Polka Dot Event Production.

In any such circumstances, Polka Dot Event Production may exercise its discretion as to the disciplinary measures or action that will be taken, depending on the nature of the conduct.