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Beckenham BR3 4AA

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ECLIPSE PRESENTATIONS LTD
EVENT MANAGEMENT TERMS AND CONDITIONS

1. APPLICATION

1.1 All Quotations are made and Confirmations accepted subject to the following Terms and Conditions and no addition to, or variation of, such Terms and Conditions shall be binding unless agreed to by the Company in writing.

1.2 Any Confirmations made with the Company shall constitute unqualified acceptance of such Terms and Conditions. These Terms and Conditions shall apply to all Quotations and Confirmations.

1.3 In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by the Company in writing.

2. DEFINITIONS AND INTERPRETATION

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

"the Agreement"	means the agreement entered into by the Client and the Company incorporating these Terms and Conditions which shall govern the Event Management Service;
"Business Day"	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England;
"Client"	means any individual, firm or corporate body (which expression shall, where the context so admits, include its successors and assigns) which requests a Quotation from the Company;
"Company"	means Eclipse Presentations Limited, a company registered in England under number 2326716 whose registered office is at Kings Parade, Lower Coombe Street, Croydon, Surrey, CR0 1AA;
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
"Confirmation"	means the notification made by the Client that they wish the Event to proceed. This notification is subject to these Terms and Conditions;
"Event"	means the event or events the subject of the Quotation;
"Event Management Service"	means the event management services to be provided by the Company as specified in the Quotation;
"Quotation"	means any written quotation submitted by the Company to the Client; and
"Total Price"	means the total sums payable for the Event Management Service.

2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

2.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means.

2.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.

2.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions as amended or supplemented at the relevant time.

2.2.4 a Clause is a reference to a Clause of these Terms and Conditions; and

2.2.5 a "Party" or the "Parties" refer to the Company and/or Client (as appropriate).

2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

2.4 Words imparting the singular number shall include the plural and vice versa.

2.5 References to any gender shall include the other gender.

2.6 References to persons shall include corporations.

3. EVENT MANAGEMENT SERVICES

3.1 The Company shall throughout the continuance of the Agreement provide an Event Management Service to the Client in accordance with the terms of the Quotation or as otherwise agreed between the Parties.

3.2 The Company will use reasonable care and skill in providing the Event Management Service.

3.3 The Client shall:

3.3.1 co-operate with the Company in all matters relating to the Event Management Service.

3.3.2 provide, for the Company, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Event premises and other facilities as reasonably required by the Company for the purpose of delivering the Event Management Service.

3.3.3 provide to the Company in a timely manner all documents, information, items and materials in any form (whether owned by the Client or third party) required by the Company in connection with the Event Management Service.

3.3.4 inform the Company of all health and safety and security requirements that apply at the Event premises.

3.3.5 ensure that all the equipment agreed to be provided by the Client is in good working order and suitable for the purposes for which it is used in relation to the Event and conforms to all relevant United Kingdom standards or requirements.

3.3.6 obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to host the Event and to enable the Company to provide the Event Management Service.

3.4 If the Company's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Company shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.

4. PRICE

All prices stated by the Company in the Quotation, unless specially stated otherwise, are exclusive of VAT which, where applicable, will be separately charged at the appropriate rate.

5. PAYMENT

5.1 The Client shall pay to the Company a deposit as agreed in the quotation (the “Deposit”) upon the signing of the Agreement or the Confirmation or as specified in the Quotation or agreed in advance of receipt of invoice by both parties in writing.

5.2 Following the signing of the Agreement or the Confirmation, the balance of the Total Price shall be paid to the Company no later than 10 days prior to the start of the Event or as specified in the Quotation.

5.3 If the Agreement or the Confirmation is signed within 10 working days prior to the start of the Event, notwithstanding sub-Clauses 5.1 and 5.2, the Total Price shall be payable in full at the time of signing unless agreed by both parties in advance in writing with alternative payment plan.

5.4 Any outstanding balance payment and additional items including, but not limited to, out of pocket expenses, disbursements, or any items requested by the Client after the signing of this Agreement, or the Confirmation must be confirmed by the Client in writing before being acted upon by the Company. Any such items shall be invoiced by the Company to the Client at the discretion of the Company and payment therefor shall be due within 30 days of the date of the invoice.

5.5 If the Client fails to make any payment on its due date then the Company shall, without prejudice to any right which the Company may have pursuant to any statutory provision in force from time to time, have the right to charge the Client interest on any sums overdue until payment is made in full, both before and after any

judgment, at the rate of 3% per annum over the National Westminster Bank Plc base rate from time to time in force. This provision shall apply without prejudice to, and notwithstanding sub-Clause 11.3.1.

5.6 Where payment for the Company services is via a third party such as, but not limited to, a venue or agency, the third-party payment terms shall take precedent unless alternative terms have been agreed in writing by the Company, Client and third-party.

6. VARIATION AND AMENDMENTS

6.1 If the Client wishes to vary any details of the Event, it must notify the Company in writing as soon as possible. The Company shall endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to the Client.

6.2 If, due to circumstances beyond the Company's control, it has to make any change in the arrangements relating to the Event it shall notify the Client forthwith. The Company shall endeavour to keep such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.

6.3 The Company reserves the right to do the following and will infirm the Client in writing should the need arise to do so:

6.3.1 amend any accidental error or omission in a Quotation.

6.3.2 amend any Quotation in order to reflect a change in the circumstances beyond the reasonable control of the Company; and

6.3.3 vary its schedule of charges from time to time.

7. ASSURANCE

7.1 In the event of the Client not taking up the Company's option for assurance as specified in the quotation:

7.1.1 The Company's liability in respect of any defect or failure of equipment or services is limited to making good such defect or failure by repair or replacement at the Company's option. Equipment will be returned to the original dispatch destination. Additional costs incurred as a result of dispatch to any other destination or as a result of priority carriage will be charged at the Company's discretion, in particular but without prejudice to the generality of the foregoing the Company will not be liable in any way for loss, damage, loss of profits or of contracts or any other consequential loss of any kind suffered by the Client or any third party and whether caused by negligence or otherwise resulting from any delay, late delivery, defect or deficiency of or relating to any equipment or ancillaries thereto or any failure, error or mistake by any technicians or other staff of any provided by the Company.

7.1.2 Equipment must be insured for its replacement value and consequential loss or damage from the time the equipment leaves the Company's premises until it is returned. Notification of the name of the Client's insurers and the policy number will be made available to the Company. The Client will remain liable to the Company for the replacement cost of the equipment and continuing hire charge until settlement is received by the Company.

7.2 In the event of the Client taking up the option of cover of assurance by the Company and provided that the Client has complied with the conditions of the Company's own insurance policy, a full copy of which is available on request, the following provisions shall apply in place of condition 7.1 above:

7.2.1 Any possible claim must be notified to the Company within 12 hours and written confirmation must be received within 48 hours.

7.2.2 The policy provides for normal exclusions in respect of war, radioactivity, sonic bangs etc.

7.2.3 The Client will be responsible if the loss is not immediately reported to the police and confirmation of the police address and crime reference number are provided.

7.3 If the equipment is left unattended in a vehicle:

7.3.1 The vehicle must be fitted with a burglar alarm and this alarm must be Thatcham category 1 approved, activated, the doors of the vehicle should be securely locked, and all windows and other openings of the vehicle should be fully closed and properly fastened.

7.3.2 The equipment must not be left overnight in a vehicle unless the vehicle is kept in a locked garage or locked compound.

8. LIABILITY AND INDEMNITY

8.1 If the Company breaches the Agreement by failing to exercise reasonable care and skill and this breach can be

remedied, the Company shall so remedy that breach at no extra cost to the Client. If the breach cannot be remedied the Company shall refund the Client any sums paid.

8.2 Where the Event is cancelled or terminated, the following provisions shall apply:

8.2.1 where such cancellation or termination occurs due to the Client's breach of its obligations under the Agreement the Company shall be entitled to retain from any sums hitherto received from the Client, or which may still be due from the Client to the Company thereunder, such costs, expenses and disbursements which it has incurred or for which it shall or may be liable in connection with the Event and such contribution to the Company's overheads as shall be reasonable and shall return any balance to the Client. The Company may, but shall not be obliged to, take such steps as it shall in its discretion consider reasonable to obtain reimbursement of any such costs and expenses and shall, subject to deduction of costs incurred in connection therewith, reimburse any sums so recovered to the Client; or

8.2.2 where such cancellation or termination occurs due to the Company's breach of the Agreement, the Company shall refund to the Client any sums received.

8.3 Subject to clause 8.7 but without prejudice to the foregoing clauses, both parties agree total liability shall not exceed the Total Price in respect of an Event. The total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement.

8.4 The Client shall indemnify the Company against all damages, costs, claims and expenses suffered by it arising from loss or damage to any equipment (including that of third parties) caused by the Client, its agents or employees.

8.5 Both parties mutually agree they shall not in any circumstances be liable for any third party or for any claims in respect of loss of profits, special damage or any consequential loss whatsoever or be under any liability for or in respect of loss or damage to persons or property howsoever caused whether arising directly or indirectly from the services provided by the Company to the Client.

8.6 If electrical generators or additional power supplies are required and if the Client does not avail themselves of the opportunity of the Company providing an emergency supply (where this is available) the Company shall accept no responsibility for loss or damage howsoever caused as a result of any failure in the primary supply.

8.7 Nothing in these Terms and Conditions limits any liability which cannot legally be limited, including liability for:

8.7.1 death or personal injury caused by negligence

8.7.2 fraud or fraudulent misrepresentation and

8.7.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9. CONFIDENTIALITY

9.1 Each Party undertakes that, except as provided by sub-Clause 8.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Agreement and for 1 year after its termination:

9.1.1 keep confidential all Confidential Information.

9.1.2 not disclose any Confidential Information to any other party.

9.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement.

9.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

9.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 9.1.1 to 9.1.4 above.

9.2 Either Party may:

9.2.1 disclose any Confidential Information to:

9.2.1.1 any sub-contractor or supplier of that Party.

9.2.1.2 any governmental or other authority or regulatory body; or

9.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies.

to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Event Management Service), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 9.2.1.2 or any

employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 9, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

9.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.

9.3 The provisions of this Clause 9 shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

10. FORCE MAJEURE

10.1 No Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, official pandemic within the geographical region of the event, governmental action or any other event that is beyond the control of the Party in question.

10.2 In the event that a Party to the Agreement cannot perform their obligations thereunder as a result of force majeure for a continuous period of 60 days, the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all services rendered up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.

11. TERM, CANCELLATION AND TERMINATION

11.1 This Agreement shall come into force on the date when the Confirmation is received by the Company or such other commencement date as may be agreed and shall continue for an agreed term from that date, subject to the provisions of this Clause 11. All incurred costs and time incurred to the point of cancellation are invoiceable and the greater of this value or 11.2 will be owed by the Client to the Company with payment upon invoice.

11.2 If the Client wishes to cancel the Event, they may do so at any time by written notice to the Company provided that:

11.2.1 under no circumstances will the Deposit be returnable if equal to clauses 11.2.2, 11.2.3, 11.2.4.

11.2.2 if the cancellation notice is received by the Company more than 60 days before the start date of the Event, 25% of the Total Price payable shall become immediately due and payable to the extent that the same has not already been received by the Company.

11.2.3 if the cancellation notice is received by the Company less than 60 days but greater than 30 days before the start date of the Event, 50% of the Total Price payable shall become immediately due and payable to the extent that the same has not already been received by the Company.

11.2.4 if the cancellation notice is received by the Company less than 30 days before the start date of the Event, the balance of the Total Price shall become immediately due and payable to the extent that the same has not already been received by the Company.

11.2.5 the Company will use reasonable endeavour to keep any additional costs incurred by the Company in cancelling any arrangements connected with the Event to a minimum and shall be payable by the Client upon request.

11.3 Notwithstanding sub-Clause 11.2, either Party may immediately terminate the Agreement by giving written notice to the other Party if:

11.3.1 any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 10 Business Days of the due date for payment.

11.3.2 the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 30 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied.

11.3.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party.

11.3.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

11.3.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);

11.3.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party.

11.3.7 that other Party ceases, or threatens to cease, to carry on business; or

11.3.8 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of this Clause 10, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

11.4 For the purposes of sub-Clause 11.3.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.

11.5 The rights to terminate this Agreement given by this Clause 11 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

12. EFFECTS OF TERMINATION

Upon the termination of the Agreement for any reason:

12.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable.

12.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect.

12.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which existed at or before the date of termination.

12.4 subject as provided in this Clause 12 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and

12.5 each Party shall (except to the extent referred to in Clause 9) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

13. NO WAIVER

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

14. FURTHER ASSURANCE

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

15. COSTS

Subject to any provisions to the contrary each Party to the Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.

16. SET-OFF

Neither Party shall be entitled to set-off any sums in any manner from payments due nor sums received in respect of any claim under the Agreement or any other agreement at any time.

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17. ASSIGNMENT AND SUB-CONTRACTING

17.1 Subject to sub-Clause 17.2 the Agreement is personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

17.2 The Company shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of the Company.

18. TIME

The Parties agree to use their reasonable endeavours to meet all times and dates referred to in the Agreement. Cost implications due to not meeting the Time Schedule as outlined and agreed by both parties in the Agreement, is to be informed in writing by either party.

19. RELATIONSHIP OF THE PARTIES

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

20. THIRD PARTY RIGHTS

20.1 No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

20.2 Subject to this Clause 20 the Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

21. NOTICES

21.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

21.2 Notices shall be deemed to have been duly given:

21.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

21.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

21.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

21.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

22. ENTIRE AGREEMENT

22.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

22.2 Each Party acknowledges that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

23. COUNTERPARTS

The Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

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24. SEVERANCE

In the event that one or more of the provisions of the Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of the Agreement shall be valid and enforceable.

25. DISPUTE RESOLUTION

25.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

25.2 If negotiations under sub-Clause 25.1 do not resolve the matter within 30 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.

25.3 If the ADR procedure under sub-Clause 25.2 does not resolve the matter within 30 days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.

25.4 The seat of the arbitration under sub-Clause 25.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.

25.5 Nothing in this Clause 25 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.

25.6 The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 25 shall be final and binding on both Parties.

26. POSTPONEMENT

26.1 Should the Client look to postpone the Event for any reason due to the Clients own decision, any monies held by the Company will be held on account until the new Event date is confirmed and the Company reserves the right to issue a new Quotation should the Event specification change from the original one.

26.2 Any postponement period triggered by clause 26.1 is valid for up to 6 months where upon a new mutually agreed postponement period is to be agreed in writing between the Client and Company.

26.3 Any postponement period triggered by clause 26.5 will be valid for the duration of the legislated period plus a further 6 months. Any extension to this period will be subject to mutual agreement between the Client and Company in writing.

26.4 Any costs incurred by the Company that are not able to be cancelled or postponed will be chargeable and payable by the Client immediately to the Company above and beyond any deposit held.

26.5 Should the Event be postponed due to any factor outside of the Clients control preventing the Event from taking place, the Company will retain any pre-paid deposit.

26.6 Should the chargeable costs incurred by the Company be greater than the deposit held in clause 26.1 and 26.5 the Company reserves the right to invoice for the outstanding balance.

26.7 Should the Client subsequently cancel the postponed Event, clause 11.2 shall be reverted to.

27. COVID-19 or Governmental Control Orders

27.1 The Company, when employees of the Company are working outside the UK, reserves the right to pass on to the Client any costs incurred post Event due to any third-party restrictions imposed upon the Company due to quarantine regulations that were not in place at the time of departure from the UK to the country of the Event.

28. PLATFORM SERVICES

28.1 The Company are not liable or responsible for the service levels, functionality or stability of any third-party platform regardless of recommendation or if contracting on behalf of the Client.

28.2 The Company's recommendations on suitable platforms are purely a recommendation and it is the Clients responsibility to do due diligence on the appropriateness of the platform provider to deliver the service and

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product the Client requires.

29. STUDIO BOOKING

29.1 The booking of Company studio space is binding and any cancellation, no show or postponement will be subject to clause 11.2

30. IT CONNECTIVITY

30.1 The Company are only responsible for the connectivity from the Company operational premises to the boundary of the premises at BR3 4AA. Any third-party connectivity utilised during the Event shall be the responsibility of the third party and the Client shall not hold the Company liable for loss or connectivity.

30.2 The Company can on request by the Client and on agreement by the third party produce a quotation to pre-Event test bandwidth, stability and propose suitability of a third party connectivity for the Event. However, the Company recommendation is not an acceptance of liability as per clause 25.11

31. LAW AND JURISDICTION

31.1 These Terms and Conditions and the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

31.2 Subject to the provisions of Clause 25, any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

I confirm receipt of and agree to Eclipse Presentations Ltd Terms and Conditions of business and sign on behalf of the Client.

Signed……..

Print……..

Company……..

Date……