

A-TECH

EVENT SERVICES



A-TECH " means A-TECH Event Services. "The Customer" means the client.

1. A-TECH shall indemnify and keep indemnified the Customer from and against any and all loss damage or liability (whether criminal or civil) suffered by the Customer resulting from a breach by A-TECH including any act neglect or default of A-TECH sub-contractors or agents PROVIDED ALWAYS that such liability shall be limited to A-TECH profit (i.e. the cost of the payment made by the Customer less the cost to A-TECH of performing the contract).
2. A-TECH shall maintain at its own cost Public Liability insurance (total cover £2,000,000) to cover the liability of A-TECH in respect of any act or default for which it may become liable to indemnify the Customer.
3. A-TECH shall not be liable to the Customer for the death or injury to the Customer or loss or damage to the Customer's property unless due to the negligence or other failure of A-TECH to perform its obligations under this agreement or under the general law.
4. The Customer agrees:
 - 4.1. To pay all invoices within 30 days without demand deduction or set-off
 - 4.2. Prior to commencement of the contract to supply to A-TECH details of any unusual working conditions and to list any safety equipment or tools A-TECH is expected to supply.
 - 4.3. That if the Venue, The Customer or his sub contractor shall make an offer of employment (whether as an employee or as a sub-contractor) within six months of using A-TECH to any employee or contractor of A-TECH then the Customer shall pay to A-TECH £5,000.
5. The Customer may cancel the contract at any time seven days before the date the contract falls to be performed. If the contract is cancelled with less than seven days notice the Customer shall be liable to pay the full amount of the contract.
6. The Customer shall pay to A-TECH Event Stage Crew a deposit of cleared funds of 33% of the contract at any time before commencement of the contract. The deposit shall not be refundable to the Customer if the Customer cancels the agreement in accordance with clause 5 above.
7. All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes.
8. Any breach of the following obligations shall be deemed a fundamental breach which shall determine the agreement immediately:
 - 8.1. Failure on the part of the Customer to make punctual payment of all sums due to A-TECH .
 - 8.2. The levying of any distress or execution against the Customer or the making by him of any composition or arrangement with creditors or being a company the Customer's liquidation (other than a members' voluntary liquidation).
 - 8.3. Failure on the part of the Customer to provide sufficient accurate information to allow continuance of the project such as in paragraph 4.2.
 - 8.4. Unacceptable and unilateral changes by the Customer in the terms, targets, time periods or other previously agreed criteria.

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9. In the event determination whether by effluxion of time, breach or otherwise the Customer shall immediately pay to A-TECH all arrears of sums due.

10. All sums due which are not paid on the due date (without prejudice to the rights of A-TECH under this agreement) shall bear interest from day to day at the rate of 5% over the daily base lending rate of HSBC Plc or at the rate of 15% per annum whichever is the greater.

11. The receipt of money by A-TECH shall not prevent it from questioning the correctness of any statement in respect of such money.

12. Both parties shall be released from their respective obligations in the event of national emergency war prohibitive governmental regulations or if any other cause beyond the control of the parties or either of them renders the performance of the services impossible whereupon all money due shall be paid immediately and in particular:

12.1. The Customer shall immediately pay to A-TECH all sums due under the contract 12.2. each party shall be liable to pay to the other damages for any breach of this agreement and all expenses and costs incurred by that party in enforcing its rights under this agreement

13. If any provision of these terms is declared by any competent authority to be void, voidable, illegal or otherwise unenforceable or indications to that effect are received that provision shall be amended in such reasonable manner as achieved the intention of the parties without illegality or at the discretion of A-TECH it may be severed from this agreement with the remaining provisions of this agreement remaining in full force and effect unless A-TECH in A-TECH's discretion decides that the effect of such declaration is to defeat the original intention of the parties in which event A-TECH shall be entitled to terminate this agreement and the provisions of clause 9 shall apply accordingly

14. These terms and conditions supersede any prior agreement between the parties whether written or oral and any such prior agreements are cancelled.

15. If the Customer shall comprise more than one person or entity they shall be jointly and severally liable.

16. This agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England and any proceedings arising out of or in connection with this agreement may be brought in any court of competent jurisdiction in England.

17. All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any right under this agreement shall restrict or prejudice the exercise of any other right granted by this agreement or otherwise available to it.

18. The failure by either party to enforce at any time or for any period any one or more of these terms or conditions shall not be a waiver of them or of the right at any time subsequently to enforce all the terms and conditions.

19. A-TECH and its contractors shall be independent contractors and not servants of the Customer AND A-TECH shall not be subject to directions from the Customer as to the manner in which it shall perform its work.

20. All disputes or differences which shall at any time arise between the parties whether during the term or afterwards touching or concerning this agreement or its construction or effect or the rights duties or liabilities of the parties under or by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of this agreement shall be referred to a single arbitrator nominated by the President of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1950

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