

# **Terms and Conditions**

## **Notes**

- This proposal constitutes an offer intended to be legally binding and subject to terms & conditions.
- All prices quoted are inclusive of tax; however, as a small start-up Hendo Talks is at present below VAT threshold and therefore receipts are not eligible to reclaim VAT.
- Contents and descriptions within this proposal are for estimates and may be subject to change.

## **Terms & Conditions**

### **Definition**

- "Client" means any individual, firm or body corporate which makes a booking with Hendo Talks
- "Event" means the event or events the subject of the booking agreement.
- "Payment" means the fee payable by the Client to Hendo Talks for the Event as stated above
- "Numbers" means the number of people to attend the Event as set out at clause 6. Numbers for an Event are organised only as a guideline to Payment to be calculated by multiplying a per head spend.
- "Payment" means purchase order agreed by the Client and Hendo Talks for the Event price.
- "Hendo Talks" means Ewan Henderson 3/1 78 Mavisbank Gardens, Glasgow G51 1HN.

### **General**

- All quotations made and bookings accepted are made subject to the following terms and conditions and no addition to or variation of, such terms and conditions, shall be binding unless agreed by Hendo Talks in writing. For removal of any doubt, the placing of a booking with Hendo Talks shall constitute unqualified acceptance of such terms and conditions.

### **Terms and conditions of the booking**

1. Bookings are only secured on receipt of a purchase order payment is received by Hendo Talks.
2. Hendo Talks does not ask for a deposit but require full Payment as agreed upfront and received at the latest 14 days before Event date. This is due to the costs to Hendo Talks before an Event.
3. A purchase order will be raised by Hendo Talks to the client with 30 days payment terms to coincide a date prior to the 14 days in advance of Event date. Payment to be paid within 30 days, bacs payment is preferred or by cheque to be cleared of funds on business day date as Hendo Talks terms and conditions. If event date more than 3 months a deposit may be required to secure event.
4. Prices quoted per person is only intended as a guideline and once fee agreed becomes the cost of job, so does not merit refund for reduced numbers - for clarity price is agreed on fee not numbers.
5. Hendo Talks reserves the right to cancel or suspend the provision of agreed facilities and services if:
  - I. the payment dates are not adhered to
  - II. the client, being a company, has had a winding up petition presented against it, has entered into administration, receivership, liquidation or an arrangement with its creditors.
  - III. the client, being an individual, has had a bankruptcy petition against it, has become bankrupt, insolvent or entered into an arrangement with its creditors
  - IV. the supplier or any other key element of the Event is cancelled by the provider of the venue for the Event.
6. At the date of payment receipt, Numbers to attend the Event will be agreed between Hendo Talks and the Client; no refund or allowance will be made by Hendo Talks if fewer persons than agreed attend the Event.
7. Hendo Talks can accept no responsibility for any injury to Clients and their guests whilst attending the Event.
8. Hendo Talks does not accept responsibility of loss or damage of personal property belonging to Clients & guests.
9. Should the client cancel the Event at any stage between 1 to 2 months prior to the Event, the Client shall be liable for 75% of the Payment. Should the Client cancel the Event within 1 month prior to the date of the Event, the client shall be liable for the full cost of the Event, unless otherwise agreed by Hendo Talks in writing
10. The Client may only increase the Numbers with consent and conditional Payment to Hendo Talks.
11. The Client shall be liable for any costs incurred in repairing any damage to premises or contents provided for at Event, including glass or furniture breakages, caused by Client or its guests.
12. Clients should contact their own insurers for any claims.
14. All IP, photographed materials, designs, props or data supplied by Hendo Talks is their property.
15. Hendo Talks cannot be held responsible for conditions outside their control. E.g. weather, terrorism, fire, covid etc.
16. Hendo Talks and its subcontractors cannot be responsible for any non-fulfilment of this contract by either party, but please be assured that this has been taken in good faith and safeguards applied.
17. It is intended that no provisions are enforceable by any party other than Hendo Talks or the Client.
18. Terms & conditions are governed by and subject to exclusive jurisdiction of the courts of Scotland.
19. Due to the nature of food and drinks at our events, Hendo Talks must be made aware prior to the Event by the client of any health & safety issues, guest legal age restrictions and guest allergy or dietary requirements. Hendo Talks will try to accommodate dietary requirements where possible is sometimes not possible to do so.
20. Hendo Talks cannot be responsibility for adverse reactions, guest take taste tests at their own risk.

### **Terms and Conditions agreement:**

Signed.....

Block Capitals.....

Company/Organisation.....

Date.....

