



## Positive Impact Events trading TERMS AND CONDITIONS

Documents can be provided to prove consultants are covered for Public Liability and Professional Indemnity

These Trading Terms and Conditions apply to all services provided by Positive Impact Events except where otherwise agreed

### 1. Ordering and paying for Services

- 1.1 Details of our services and the procedures for payment are displayed on our website.
- 1.2 Any times or dates stated are estimates only. We will make reasonable efforts to perform within the time specified but do not accept liability for any failure to perform within that time.
- 1.3 You must pay by bank transfer, credit or debit card within 14 days of the issue of our invoice. The price of the services is the price indicated on our Proposal (after mentioned) in force at the date and time of your order. We try to ensure that the prices intimated to you are accurate. We will inform you if the correct price is higher than that stated in our Proposal and you may cancel the order and decide whether or not to order at the correct price. In the case of billing errors we reserve the right to re-invoice with correct pricing. Our prices do not include Value Added Tax which will be charged at the rate prevailing when we issue our invoice. We will highlight any commissions and any price changes as they occur so you can advise on how to progress.
- 1.4 All services advertised through our website are not an offer by us to provide any service We will confirm our proposal to you by online electronic means ("Proposal") to the e-mail address you have given us on ordering. The Proposal will contain an estimated date for the provision of the service. The Proposal will tell you about your right to cancel the order and other information we are required by law to provide. Our Proposal is open for acceptance by you within 1 month. Your acceptance of our Proposal brings into existence a legally binding contract between us. Once you have accepted our Proposal, we will send you an invoice in respect of any deposit payable.
- 1.5 You undertake that all details you provide to us for the purpose of purchasing services which may be offered by us on our website will be correct, that the credit or debit card which you use is your company's own and that there are sufficient funds or credit facilities to cover the cost of any services. We reserve the right to obtain validation of your credit or debit card details before providing you with any services.
- 1.6 Travel and events
  - 1.6.1 Subject to paragraph 2.1 (initial right to cancel) a non-refundable deposit of 50% is payable
  - 1.6.2 Final payment is due on performance of the services or as otherwise agreed between us in
  - 1.6.3 You will be responsible for making, and liable for, all bookings you make with third parties pursuant to any report or advice produced by Positive Impact Events

### 2. Right for you to cancel your contract

- 2.1 Unless we have already commenced performance of the service with your consent, you may cancel your contract with us for the services you order at any time up to the end of the seventh working day from the date you place your order. You do not have to give us any reason for cancelling your contract nor do you have to pay any penalty.
- 2.2 To cancel your contract you must notify us in writing at Positive Impact Events, 2<sup>nd</sup> Floor, Fourways House, 57 Hilton Street, Manchester, M12EJ.
- 2.3 If you have any complaints you should direct them to us in writing to Positive Impact Events, 2<sup>nd</sup> Floor, Fourways House, 57 Hilton Street, Manchester, M1 2EJ or via e-mail at [info@positiveimpacetevents.co.uk](mailto:info@positiveimpacetevents.co.uk)



### 3. Liability

- 3.1 We cannot guarantee the existence, location or availability of any particular requirements and give no warranty as to the accuracy, availability or outcome of any itinerary or event prepared or managed by us.
- 3.2 If our performance of the service is affected by any delay or failure by you to provide necessary information or the provision of inaccurate information, you will remain liable for the agreed price for the services and any additional charges for extra work required to complete the services (subject to your agreement to proceed with such further work).
- 3.3 We exclude all other express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to any services, our website or any information or service provided through our website.
- 3.4 Save as precluded by law we accept no liability for:
  - 3.4.1 the injury or death of any party while taking part in events planned or managed by us;
  - 3.4.2 the cancellation of events due to external factors, for example weather, terrorism, or third party decisions; or
  - 3.4.3 any changes or additional charges the customer will incur due to third party decisions, for example timetable changes or travel delays causing event planned to be missed.
- 3.5 If we are liable to you for any reason our liability will be limited to the amount paid by you for the services concerned. This limit does not apply to any liability for death or personal injury resulting from negligence or fraudulent misrepresentation.
- 3.6 To the extent relevant or applicable our Website Terms and Conditions are incorporated into and form part of any contract we have with you.
- 3.7 The limitations and exclusions in this clause do not affect your non-excludable statutory rights and only apply to the extent permitted by applicable law.

### 4. Termination and cancellation

- 4.1 General
  - 4.1.1 Either party may (without limiting any other remedy) at any time terminate the contract by giving notice in writing to the other if the other commits any breach of these Trading Terms and Conditions and (if capable of remedy) fails to remedy such breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed (“the Default Event”).
  - 4.1.2 If there is a Default Event in relation to you, then (without prejudice to any other rights we may have) we shall be entitled to suspend performance of the services and you shall immediately make payment to us for any services rendered prior to such termination and for any other costs due to us pursuant to this contract for services;
- 4.2 Events and travel
  - 4.2.1 If you cancel your request for the services pursuant to the contract before the agreed date for delivery of the services (“the Delivery Date”) you are liable for payment of the following:
  - 4.2.2 Time of cancellation before Delivery Date
    - 3 months or less (but more than 2 months) before 80% of final fee
    - 2 months or less (but more than 28 days) before 90% of final fee
    - 28 days or less before 100% of final fee
- 4.3 You are liable for any cancellation fees which may apply to third party services booked by you including accommodation, optional excursions, independently supplied services reserved at any time as a result of our advice.



## 5. General

- 5.1 We may assign, transfer, novate or subcontract any or all of our rights and obligations under these Trading Terms and Conditions at any time.
- 5.2 These Trading Terms and Conditions together with the Website Terms and Conditions including the Privacy Policy, our Proposal and payment method instructions, if any, are the whole agreement and contract between you and us. You acknowledge that you have not entered into this agreement in reliance upon any statement, warranty or representation made by us or any other person and you irrevocably and unconditionally waive any rights to claim damages and/or to rescind these terms and conditions by reason of any misrepresentation (other than a fraudulent misrepresentation) that is not contained in the Trading Terms and Conditions, Website Terms and Conditions including the Privacy Policy, order form and payment method instructions.
- 5.3 If any provision or term of these Trading Terms and Conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted.
- 5.4 Except in respect of a payment obligation, neither you nor we will be held liable for any failure to perform any obligation to the other due to causes beyond your or our respective reasonable control.
- 5.5 Failure or delay by either party enforcing an obligation or exercising a right under these terms and conditions does not constitute a waiver of that obligation or right.
- 5.6 These Trading Terms and Conditions, your use of our website and any contract formed by us are governed by English law and you submit to the non-exclusive jurisdiction of the English Courts.
- 5.7 No amendment to or deletion of, or addition to, these Trading Terms and Conditions shall be valid or binding upon the parties unless such amendment, deletion or addition is either contained, or referred to, in a formal agreement signed by a duly authorised representative on behalf of each party.
- 5.8 All notices shall be given to us via e-mail at [info@positiveimpacetevents.co.uk](mailto:info@positiveimpacetevents.co.uk) or by post at Positive Impact Events, 2<sup>nd</sup> Floor, Fourways House, 57 Hilton Street, Manchester, M1 2EJ or to you at either the e-mail or postal address you provide during any ordering process. Notice will be deemed received when an e-mail is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting.

These Trading Terms and Conditions replace all other trading terms and conditions previously applicable.

By accepting the quote email and sending an email confirmation that you accept the quote, you confirm you have read and agree to be bound by the above Trading Terms and Conditions including the use of the information you supply as set out above.