



TERMS & CONDITIONS

1a. In placing a client order with Moyne Exhibition Services (Moyne) the client accepts, with no reservations, that these Terms & Conditions of business take the place of any other document, prior written or oral; agreement, as well as the client's terms & conditions of purchase or hire.

1b. Moyne's Terms & Conditions of business can only be amended in writing.

1c. The contract will be interpreted and applied in accordance with English Law and the parties to the contract agree to submit to the exclusive jurisdiction of the English Courts.

2a. A client must be evidenced in writing by signing a Moyne Pre Payment Order. Except where stated, Moyne's Terms & Conditions of business for the placing of client's orders, their variation and cancellation, will apply pre payment order forms, site orders and electronic sales orders.

2b. In the event that you cancel an order, even if only advised orally, you will be liable for any work put in hand in order to meet the timescales necessary to complete work to the deadlines of the event for which the work is intended.

2c. Acceptance of a client order will be conditional on timing and on stock availability. Moyne reserves the right to supply in lieu and in place of the equipment ordered, any similar equipment fit for the general purpose of the required items of equipment or service.

2d. In the event of cancellation of a client order by a client, the client will pay to Moyne the labour and material costs of any work undertaken by Moyne in order to fulfill the client order, at Moyne's fully costed rates.

2e. In the event that a client order is cancelled 16 working days prior to build up of event they will be entitled to a 100% refund less administrative costs.

2f. In the event that a client order is cancelled less than 16 working days prior to build the client will be charged 100%.

2g. If for any reason the exhibitor withdraws from the exhibition or the exhibition is cancelled less than 16 working days prior to build up of show the client will be charged 100%.

2h. Any client order placed on site will be charged at the surcharged price as detailed in the exhibitor manual or as detailed on any prepayment order form.

3a. All prices are exclusive of VAT.

3b. Where a client wishes to amend a client order after work has started on site, the client will be charged in accordance with the terms set out below, for changed client orders. Moyne will only proceed to make any change after an on site order has been signed by the client's representative on site.

4a. It is the duty of the hirer to provide at such event or exhibition, a duly authorized representative to accept the furnishings and to give written receipt. If the hirer fails to provide for this, he will not be permitted to dispute subsequently the facts of the delivery and be deemed to have accepted the delivery and these conditions.

4b. In the event of non delivery or if the client is not satisfied that the goods or services that have been ordered are delivered in conformity to the Quotation then a member of the Moyne site team must be notified before the open period of the event. If the client is not satisfied with the remedial action taken by Moyne, the matter should be addressed with the senior member of the Moyne site team or with the event organiser's on site staff.

4c. In the event of a dispute that cannot be resolved on site, the client will submit their complaint in writing to Moyne within seven days of the opening of the event. Moyne will consider the complaint and respond to the client within 10 working days.

4d. No complaint will be addressed unless it has been brought to the attention of Moyne's team before the open period of the event.

4e. If, after return, apparently malfunctioning products are found by Moyne to be to specification and fully operational, then the client will be charged for Moyne's costs in recovering and replacing the item with all costs calculated at the Moyne fully costed rate.

4f. Once the contract is complete, the client will not be able to claim "force majeure" or an act of God against Moyne, as Moyne will be considered to have performed its contractual obligations.

5. Our quoted prices are based on the current costs of materials and labour. We reserve the right to pass on any increase in same, which occur prior to the completion of any work.

6. We do not accept liability for damage to property or goods caused as a result of equipment not provided by Moyne but sourced from a third party.

7. We do not exclude our liability in respect of death or personal injury resulting from negligence by ourselves (but not subcontractors, if any).

8. We do not exclude our liability for loss or damage to exhibits or property of the customer where it has been caused by our negligence, provided that a claim is made within 14 days of the problem being brought to our attention.

9. We reserve the right to charge the customer for any additional costs incurred by works carried out in accordance with a request from any health or safety organisation.

PAYMENT

10a. Unless otherwise agreed, all client orders for items ordered from pre payment forms must be accompanied by full payment.

b. In the event of non payment within the terms detailed on our order form Moyne reserve the right to withhold the goods or services that have been ordered.

c. In the event of late payment, with reference to the terms detailed on Moyne's order form, Moyne reserves the right to charge interest of 3% p.a. over the HSBC base rate until paid.

11. Save as expressly provided in all these Terms & Conditions, the client shall indemnify Moyne against all actions, claims and demands whatsoever arising from any loss or damage of whatsoever nature suffered by any party as a result of its conduct in completing the contract or complying with any event or site conditions.

12. The client will be responsible for the safety of Moyne's property throughout the duration of the event and will be responsible for any damage for Moyne's property caused by the actions of the client or its customers.

13. Moyne provides all goods, including complete stand structures on hire only and the client undertakes:

a. To use the equipment in accordance with its usual purpose, to do nothing nor allow anything to be done that could lead to its damage or its disappearance, to give it the normal maintenance required, to keep it and to return it in good working order and clean, and to respect Moyne's particular recommendations, specific advice for use, and appropriate warnings which it acknowledges having read notably in these Terms & Conditions, the specifications sheets, and/or the documents that were handed over to it on delivery.

b. Not to carry out any modification or repair to Moyne's property, however small.

c. Not to nail, apply adhesive or paint, or damage Moyne's property in any way without Moyne's agreement or the express permission as set out in the exhibitor manual for the event.

d. To allow any of Moyne's representatives or persons authorized by the latter, unrestricted access to the equipment installed for the purposes of maintenance and to take any necessary steps to make their mission easier.

e. To return goods to Moyne free of any object.

f. To be responsible for any electrical item connected to a socket or mains connections installed by Moyne and to accept full responsibility and all consequential costs resulting from the connection of a faulty or inappropriate electrical item connected to a socket or mains connection installed by Moyne.

g. To pay Moyne the cost of repair or replacement (as appropriate) for any item damaged whilst in the care of the client however caused.

14. All goods, materials, plant or machinery supplied by Moyne, shall be on hire unless otherwise stated. The period of hire will be the duration of the event unless otherwise stated. Moyne shall enter the site to collect and to remove its property as soon as permitted after the end of the open period.