

## Tanks a Lot Ltd - Client Terms and Conditions

These are the standard terms of Client Business of Tanks a Lot Ltd (TANKS A LOT LTD), of Spring Farm, Welsh Lane, Helmdon, Brackley, NN13 5QD and all work undertaken by TANKS A LOT LTD shall be on these terms unless specifically varied in writing and agreed to by both parties prior to the event.

### 1. Event Booking Details

- 1.1 All bookings will be regarded as provisional until a signed copy of these Terms & Conditions has been received from the client, along with a non-refundable deposit for the required services (as set out in Clause 2.4 below), and only if accepted by TANKS A LOT LTD will the booking be confirmed. TANKS A LOT LTD is not under any obligation to continue holding provisional bookings beyond the given option date (usually 10 working days from the time of booking), if these have not been received. For the purposes of this Agreement "working days" shall mean Monday to Friday inclusive.
- 1.2 Guaranteed final minimum numbers are required 5 working days prior to the start of the event. Where catering is also being provided, a minimum chargeable number for catering purposes applies for each booking and the final invoice will be based on whichever is the greater of these two figures. The client may not, without the prior written agreement of TANKS A LOT LTD bring any food, drinks or spirits into the venue for use during the catering of an event.
- 1.3 TANKS A LOT LTD will charge for any non-attendees at full price. Should there be any increase in numbers than those set out in the written proposal overleaf, then TANKS A LOT LTD reserves the right to revise the price accordingly and such will amount to an agreed variation of this Agreement and be binding on the parties.

### 2. Price & Payment

- 2.1 All prices quoted by TANKS A LOT LTD may be amended with notice given to the Client in the event of errors or omissions in any proposal or where an increase is caused by a change in the circumstances beyond the reasonable control of TANKS A LOT LTD.
- 2.2 Any query arising from an invoice must be notified to TANKS A LOT LTD in writing by the Client within 10 working days of the invoice date. Failure to comply will render the full invoice payable on the due date.
- 2.3 It is strictly the responsibility of the representative of the Client confirming the booking to inform all interested parties of the payment terms, as set out by TANKS A LOT LTD.
- 2.4 **Deposit** – A deposit of 25% of the total fee payable (including VAT), as quoted and agreed in the written proposal (attached), of any event or programme shall be payable on confirmation of the order. The remaining 75% shall be known as the "balance".
- 2.5 **Balance Due** - the balance of the total fee shall be payable 14 working days prior to the event date.
- 2.6 **Additional Expenses** – any additional expenses or fees, not quoted in the agreed proposal, but subsequently incurred by TANKS A LOT LTD, will be invoiced separately after the event. Payment will be due within 5 working days of presentation, any queries thereon raised within 3 working days of presentation and payment shall be made in accordance with Clause 2.9. TANKS A LOT LTD will make every effort to inform and agree any additional expenses or fees with the client prior to being incurred.
- 2.7 **Time overruns** – Extra charge may be made for time overruns, for hire, personnel and haulage.
- 2.8 **Late Bookings** - Should a booking be made within 20 working days of the event date, payment in full will be required to secure the event.
- 2.9 **Methods of Payment:**

<b>Cheque payable to Tanks a Lot Ltd</b>	
<b>Bank transfer:</b>	
<b>Bank:</b>	<b>Barclays Bank Ltd</b>
<b>Branch:</b>	<b>Brackley</b>
<b>Sort Code:</b>	<b>20-03-84</b>
<b>Account No:</b>	<b>93871657</b>
<b>The Client must inform TANKS A LOT LTD in writing (preferably by e-mail) of any bank transfers</b>	
<b>All major credit cards are accepted, but please note that Credit Card payments will be subject to a 3% handling fee</b>	

### 3. Cancellation

- 3.1 This clause applies to the following: where the client (a) cancels the entire event, (b) cancels partial use of the facilities for the event or (c) reduces the duration of the event as a result of which the contracted value is reduced.

- 3.2 Should an event be cancelled, the following cancellation charges will apply and extend to the total charge which includes: any required accommodation, function room hire, equipment, pre-booked food and beverage charges. In addition, the client will settle any third party charges incurred by TANKS A LOT LTD on behalf of the client.

<b>CANCELLATION CLAUSE</b>	<b>%</b>
up to 61 working days prior to the event	25%
60 to 21 working days prior to the event	50%
20 working days or less prior to the event	100%

- 3.3 All cancellations must be received in writing from the client and will be deemed to take effect from the date of receipt.
- 3.4 TANKS A LOT LTD reserves the right to cancel the client's booking if there has been a significant change in the client's original contract. Written notification will be sent to the client.
- 3.5 Any postponements of confirmed and contracted business will be considered as a cancellation in accordance with the above cancellation clause. However, provided the revised event date is agreed and takes place within 130 working days of the original event date, payments received by TANKS A LOT LTD from the client may, at TANKS A LOT LTD's discretion, form a credit towards the future event. The client shall, in that eventuality, be liable for any and all costs or expenses incurred by TANKS A LOT LTD as a direct result of the postponement.

### 4. Liability

The activities that Clients will undertake are inherently dangerous although all guests are fully supervised throughout. As such neither TANKS A LOT LTD or its employees or agents shall be liable for any damage, loss, delay or expenses caused to the client, its employees, agents, licensees or invitees or any other persons attending the event except insofar as it results from the proven negligence of TANKS A LOT LTD. TANKS A LOT LTD's liability shall in all cases (individual personal injury excepted) be limited to the sums paid by the client and shall exclude indirect or consequential loss of whatsoever nature. Individuals are required to sign a liability waiver on the day of the event (although the same does not purport to exclude liability for personal injury arising as a result of the proven negligence of TANKS A LOT LTD).

### 5. Force Majeure

TANKS A LOT LTD shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery, and TANKS A LOT LTD shall be entitled to a reasonable extension of its obligations.

### 6. Severance

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

### 7. DISPUTE RESOLUTION

In the event of any dispute under the terms of this Agreement which does not prove capable of amicable resolution by the parties hereto, the parties agree that, save where there are substantial allegations of fraud, they will submit to Independent Mediation of their dispute through an independent mediator provided through either CEDR or the Academy of Experts and that the costs of mediation shall be shared equally between them. For the avoidance of doubt, in the event that (fraud excepted) proceedings are commenced by one party to this agreement against the other without there first having been a referral to Independent Mediation, then such proceedings will be stayed pending such referral and the Claimant in such proceedings shall not, in those circumstances, be entitled to any costs up to the date that such proceedings are stayed.

### 8. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

### 8. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.