

# TERMS AND CONDITIONS

## Application and entire agreement

- These Terms and Conditions apply to the provision of the services detailed in our quotation (**Services**) by Go Live Group Limited of Unit 4.14, Paintworks, Bath Road, Brislington, Bristol, BS4 3EH (**we or us**) to the person/organisation buying the services (**you**).
- You are deemed to have accepted these Terms and Conditions when you accept the quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation (**the Contract**) are the entire agreement between us.
- You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing without prior agreement with Go Live Group Limited

## Interpretation

1. A "business day" means any day other than a Saturday, Sunday or bank holiday.
2. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
3. Words imparting the singular number shall include the plural and vice-versa.

## Services

4. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation, including any specification in all material and hire respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
5. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations.
6. All of these Terms and Conditions apply to the supply of any goods as well as Services and hire items unless we specify otherwise.

## Your obligations

7. You must obtain any permissions, consents, licences or otherwise that we need and must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the Services such as projected content and copyright material.
8. If you do not comply with clause 10, we can terminate the Services.
9. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (**Your obligations**).

## Fees and Deposit

10. The fees (**Fees**) for the Services are set out in the quotation and are on a time and materials basis.
  - a. Deposits of 50% event total will be required for contracts over £5000 value excluding VAT
11. In addition to the Fees, we can recover from you
  - a. reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, all of which will be detailed in the estimates we provide.
  - b. the cost of services provided by third parties and required by us for the performance of the Services
  - c. the cost of any materials required for the provision of the Services.
12. You must pay us for any additional services provided by us that are not specified in the estimate after sign off in accordance with our then current, applicable daily rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 14 also apply to these additional services. These additional costs will be notified via a Project Extra (PE) agreed in advance.
13. The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.
14. You must pay a 100% in full before any works are undertaken as detailed in the quotation at the time of accepting the quotation if you are a new client or your agreed account terms.
15. If you do not pay the amounts due or deposit to us according to the clause above, we can either withhold provision of the Services until the relevant fund is received or can terminate under the clause below (**Termination**).
16. The Deposit is refundable except any justified expenses incurred or unless we fail to provide the Services and are at fault for such failure.

## Cancellation and amendment

17. We can withdraw, cancel or amend an estimate if it has not been accepted by you, or if the Services have not started, within a period of 30 days from the date of the estimate.
18. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the estimate.
19. If you want to amend any details of the Services you must tell us as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.
20. If, due to circumstances beyond our control, including those set out in the clause below (**Circumstances beyond a party's control**), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.
21. If you decide to cancel the production at short notice (48 hours or less) we are entitled to charge the full amount of the production costs and cover our expenses. If less than 7 days we can charge up to 75% of the project total and between 7 to 30 days, up to 50% of the total.
22. If a project is postponed up to 6 months, we will invoice 50% of the total that will be re-allocated minus out of pocket expenses. Once 6 months has lapsed it will be deemed the project is cancelled and the 50% deposit will be used to cover costs.

## Payment

23. We will invoice you for payment of the Fees either:
  - a. when we have completed the Services; or
  - b. on the invoice dates set out in the quotation.
24. You must pay the Fees due within 30 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.
25. Time for payment shall be of the essence of the Contract.
26. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 10% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.
27. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
28. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.
29. Receipts for payment will be issued by us only at your request.
30. All payments must be made in British Pounds unless otherwise agreed in writing between us.

## Sub-Contracting and assignment

31. We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party. You will be notified in advance.
32. You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

## Termination

33. We can terminate the provision of the Services immediately if you:
  - a. commit a material breach of your obligations under these Terms and Conditions; or
  - b. fail to make pay any amount due under the Contract on the due date for payment; or
  - c. are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
  - d. enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
  - e. convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in

respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

### Intellectual property

34. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

### Liability and indemnity

35. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in clause 10.
36. The total amount of either party's liability to the other party is limited to the total amount of Fees payable by you under the Contract. Subject to the limit of liability at clause 10,
37. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:
- a. any indirect, special or consequential loss, damage, costs, or expenses or;
  - b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
  - c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
  - d. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
  - e. any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.
38. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees. Subject to the limit of liability at clause 10,.
39. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

### Circumstances beyond a party's control

40. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

## Communications

41. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
42. Notices shall be deemed to have been duly given:
  - a. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
  - b. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
  - c. on the fifth business day following mailing, if mailed by national ordinary mail; or
  - d. on the tenth business day following mailing, if mailed by airmail.
43. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

## No waiver

44. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

## Severance

45. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

## Law and jurisdiction

46. These Terms and Conditions are governed by and interpreted according to English law. All disputes arising under these Terms and Conditions are subject to the exclusive jurisdiction of the English courts.

## Data Protection and GDPR

47. All personal data sent via email to Go Live Group is only held on secure servers in the cloud and not downloaded. (Google Business)
48. Personal contact details are only printed with permission and disposed of in a secure manor.
49. Any content required to carry out our role is securely stored and deleted from any portable device.
50. All business-related software (accounting, contacts, project management) are carried out on cloud based and GDPR compliant platforms minimizing our susceptibility for data leaks.
51. All ordering sites are hosted with GDPR compliant hosting companies and their payment data is handled via Stripe Online payments.