

ct & ess Terms and Conditions

Last reviewed 25 July 2024



1. Introduction

1.1 ct & ess is a trading name of EHTJ Limited and Cstandess Limited with company registration numbers of 06969804 and 15211461 respectively. Both companies have their registered office at 86-90 Paul Street, London, England, EC2A 4NE.

1.2 Both companies have a trading address at Room 2k, Westmead House, Farnborough, GU14 7LP.

1.3 These are the terms and conditions under which we do business. Please read them carefully. We may revise or update these terms and conditions at any time without notice.

1.4 By ordering services from us you accept these terms and conditions, our Privacy Policy and our Data Protection Notice.

2. Dealings between 'you' (the client) and 'we' or 'us' (ct&ess)

2.1 Please contact us in writing if you have any issues regarding these terms and conditions. No variation to these terms and conditions will be binding unless a company Director writes to you confirming the variation.

3. Agreement of Services

3.1 We agree to provide services including but not limited to event applications, moderation and facilitation, audience response, registration, badging, other event technology, virtual events, and equipment hire as specified in our quote or proposal under the terms and conditions set out here.

3.2 Some of the services we provide include applications and technology provided by partners and other third parties. By ordering these services from us you accept any terms and conditions, privacy policies and any other terms or policies that apply to these services. These terms and policies will be made available separately by the relevant partner or other third party.

3.3 We provide a range of services that have separate deliverable dates such as registration go live dates, app launch dates, onsite event dates. These dates all

require ct&ess to deliver a range of services and it is accepted that economic activity is spread throughout the contracted period.

4. Quality

4.1 Our services are project managed to ensure that the planning for your event is handled to a high level of quality. All our staff who deliver our services at the event are highly experienced and well trained live event practitioners.

5. Confirmation of Order

5.1 An order must be confirmed by you signing our order form.

5.2 On receipt of order confirmation, we will raise our first invoice which must be paid before the event starts (see section 7).

6. Changes to Event Scope

6.1 Changes to the number of delegates and/ or the number of hired devices may be made up to 14 days prior to the event without penalty. Changes after this will be open to cancellation charges and are made at our discretion.

6.2 If the scope of your event changes from the original brief you will be subject to additional charges as agreed with your project manager.

7. Payment

7.1 For events confirmed 30 days or less before the event we will invoice 100% of the agreed total price for payment in advance.

7.2 Otherwise, we will issue 2 invoices, the first for a 50% advance payment of the Total Price quoted and a second after the event for the balance.

7.3 The first invoice must always be paid before the event starts.

7.4 If you fail to pay us on time we may:

7.4.1 Refuse to supply you with any Services or equipment until payment is made in full.

7.4.2 Disallow any discount that applies to any part of the outstanding payment.

7.4.3 Charge you interest on the outstanding amount at the rate of 3% above the Bank of England base rate, accruing on a daily basis until payment is made in full.

8. Cancellation (including postponement)

For onsite support services at a specified meeting or event:

8.1 Once our service has been confirmed, if you then cancel or postpone:

8.1.1 More than 60 days prior to the event there will be no charge.

8.1.2 Between 60 and 31 days prior to the event we will charge you 30% of our agreed fees.

8.1.3 Between 30 and 14 days prior to the event we will charge you 50% of our agreed fees.

8.1.4 With 14 days, or fewer, notice we will charge you 100% of our agreed fees.

8.1.5 Any expenses incurred by ct&ess (such as those in 9 below) will be charged in full.

For pre-event services such as registration and app build:

8.2

(a) Once the registration site or app is built, the service is chargeable and payable in full.

(b) All third party software costs will be charged in full regardless of when cancelled.

8.2.1 If clause 8.2 is not met, then cancellation or postponement more than 60 days prior to the go live or launch date will incur no charge.

8.2.2 If clause 8.2 is not met, then for cancellation or postponement between 60 and 31 days prior to the go live or launch date we will charge you 30% of our agreed fees.

8.2.3 If clause 8.2 is not met, then for cancellation or postponement between 30 and 14 days prior to the go live or launch date we will charge you 50% of our agreed fees.

8.2.4 For cancellation or postponement less than 14 days prior to the go live or launch date we will charge you 100% of our agreed fees.

8.2.5 Any expenses incurred by ct&ess (such as those in 9 below) will be charged in full.

9. Logistics expenses

9.1 Our fees are subject to expenses for crew travel, accommodation, subsistence and equipment delivery or freight charges.

9.2 We will invoice our expenses as quoted, except where:

9.2.1 Appropriate flights, accommodation and subsistence are provided by the client.

9.2.2 Flights, accommodation and freight prices have changed since the original quote.

9.2.3 There are material changes to the event (i.e. changes to the agenda, crew call, start or finish times, location or accommodation requirements) which impact on our event logistics and therefore the expenses that will be charged.

10. Loss of ct & ess voting keypads

10.1 For the duration of the event, any voting keypads or ct&ess rented smart wearables lost, stolen or damaged are the responsibility of the client.

10.2 The replacement price of a voting keypad is £40 + VAT.

11. ct & ess iPads and laptops

11.1 Where we provide iPads or laptops our insurance fee is mandatory and provides the following cover.

11.1.1 Our policy covers the first 2 lost, stolen or damaged iPads.

11.1.2 Our policy covers the first 2 lost, stolen or damaged laptops.

11.2 Any iPads lost, stolen or damaged are the responsibility of the client. The replacement price of these iPads is £400 + VAT.

11.3 Equipment or devices not returned within 1 week of an event will be invoiced. If devices are returned after 1 week, a credit will be held on account against future business. No cash refunds will be provided.

12. Smart Wearables

12.1 We provide smart wearables on the understanding that our client will work with us to collect the wearables at the end of the event. We recycle the wearables to promote sustainability and to be environmentally aware. We appreciate the support of our clients and delegates in returning the wearables at the end of an event in order to help us minimise the environmental impact of an event.

13. Staff and Equipment Costs

13.1 The fees in our quote include all staff and equipment required to support the event unless otherwise stated.

13.2 The quote does not include the method of displaying output including the supply of projector, screen, sound equipment, video switching or networking used to improve connections or maximise quality of service.

13.3 The quote does not include a connection to the Internet.

14. Limitation of Liability

14.1 We do not accept liability in any circumstances (including negligence) for:

14.1.1 Any indirect or consequential loss or damage;

14.1.2 Loss of business or capital, profit, reputation or goodwill;

14.1.3 Loss of data or programs contained in or controlled by a machine.

14.2 All representations and warranties (express or implied) are excluded to the fullest extent permitted by law.

14.3 Our liability for breach of contract or negligence shall be limited to the amount payable for the services in connection with which any breach occurs.

14.4 Nothing in this section 13 limits or excludes our liability for death or personal injury.

15. Data Protection

15.1 When supplying services to a client, we may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the customer or delegates attending the event in question.

15.2 The parties agree that where such processing of personal data takes place, the client shall be the 'data controller' and we shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR).

15.3 For the avoidance of doubt, 'personal data', 'processing', 'data controller', 'data processor' and 'data subject' shall have the same meaning as in the GDPR.

15.4 We shall only process personal data to the extent reasonably required to supply the services necessary or as requested by and agreed with our client. We shall not retain any personal data longer than necessary for the processing and refrain from processing any personal data for its own or for any third party's purposes.

15.5 We shall not disclose personal data to any third parties other than employees, contractors, and sub-contractors, on a strict 'need-to-know' basis along principles of least privilege and only under the same conditions as set out in these terms and conditions.

15.6 We shall implement and maintain technical and organisational security measures as required to protect personal data processed by the service provider on behalf of the customer.

15.7 In the event of any cross border transfer of personal data approved by ct & ess, to the extent that any transfer is outside of a jurisdiction deemed to have an adequate level of protection for personal data by competent data protection authorities including the European Economic Area (EEA), Andorra, Argentina, Canada, Faroe Islands, Guernsey, Israel, Isle of Man, Jersey, Japan, New Zealand, Switzerland, Uruguay and such other countries notified in writing by ct & ess (Adequate Countries), the respective parties shall be bound by the following transfer mechanisms: In the context of transfers from the EEA and/or the United Kingdom, the Standard Contractual Clauses pursuant to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of Personal Information to third countries pursuant to Regulation (EU) 2016/679 (GDPR) of the European Parliament and of the Council, as may be amended, updated or replaced from time to time (Standard Contractual Clauses) and/or in the context of transfers from other jurisdictions, the policies available on our website, may be amended, updated or replaced from time to time.

15.8 Further information about our approach to data protection is available on request. For any enquiries or complaints regarding data privacy, please contact us via data@ctandess.com.

16. Governing Law and Jurisdiction

15.1 These terms and conditions and any non-contractual terms arising in connection with any services provided under these terms and conditions are

governed by, and shall be construed, in accordance with English law and you and we hereby submit to the exclusive jurisdiction of the English courts.