21CC
GROUP LTD

TERMS OF BUSINESS

EVENT MANAGEMENT

Delivery of Event Management services.

Terms of Business

Service Delivery

These Terms and Conditions are the standard terms for the provision of Event Management Services by 21CC Group Ltd, trading as 21CC Events, a private limited company registered in Scotland under number SC417594, whose registered address is 6 Old Deans Road, Bathgate, EH48 1JU.

1.0 Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"the Agreement"	means the agreement entered into by the Client and the Company incorporating these Terms and Conditions which shall govern the Event Management Service;
"Business Day"	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the UK;
"Calendar Day"	means any day of the year;
"Contract"	means the contract for the provision of Event Management Services;
"Deposit"	means an advance payment made to Us
"Client/You"	means any individual, firm or corporate body (which expression shall, where the context so admits, include its successors and assigns) which makes a booking with the Company;
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
"Confirmation"	means the notification made by the Client that they wish the Event to proceed and/or to engage Us for the Event Management Service. This notification is subject to these Terms and Conditions;
"Contractor"	means a supply contractor, entertainer, act or third-party service supplier;
"Entertainment"	means acts, actors, performers and entertainment services including, but not limited to bands, face painters and magicians.
"Event"	means the event or events the subject of the Quotation;
"Event Management Service"	means the event management services to be provided by the Company as specified in the Quotation or Proposal;
"Month"	means calendar month;
"Order"	means your order for the Event Management Services
"Party"	means a party to this Agreement
"Price"	means sums payable for the Event Management Service.
"Proposal"	means any written proposal submitted by the Company to the Client;
"Quotation"	means any written quotation submitted by the Company to the Client;
"Venue"	means the location or building where the Event is taking place
"We/Us/Our"	means 21CC Group Ltd trading as 21CC Events a private limited company registered in Scotland under number SC417594, whose registered address is Hopetoun Sawmill, Hopetoun Estate. EH30 9SL.

1.2 Each reference in these Terms and Conditions to "writing" and any similar expression includes electronic communications whether sent by e-mail, text message, social media platforms or other means.
1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
1.4 Words imparting the singular number shall include the plural and vice versa.
1.5 References to any gender shall include the other gender.
1.6 References to persons shall include corporations.

2.0 Application

2.1 All Quotations and Confirmations accepted subject to the following Terms and Conditions and no addition to, or variation of, such Terms and Conditions shall be binding unless agreed to by Us in writing.
2.2 Any Confirmations made with Us shall constitute unqualified acceptance of such Terms and Conditions. These Terms and Conditions shall apply to all Quotations and Confirmations.
2.3 In the event of conflict between these Terms and Conditions and any other terms and conditions (of You or otherwise), the former shall prevail unless expressly otherwise agreed by Us in writing.
2.4 This Agreement shall come into force on the contract date and shall continue to the end of the Contract.

3.0 The Contract

3.1 A legally binding contract between Us and You will be created upon Our acceptance of your Order, indicated by Our Order Confirmation.
3.2 Order Confirmations will be provided in writing.
3.3 These Terms and Conditions govern the sale and provision of Event Management Services by Us and will form the basis of the Contract between Us and You. Before signing the contract, please ensure that You have read these Terms and Conditions carefully. If You are unsure about any part of these Terms and Conditions, please ask Us for clarification.
3.4 We shall ensure that the following information is given or made available to You prior to the formation of the Contract between Us and You, save for where such information is already apparent from the context of the transaction:
- 3.4.1 The main characteristics of the Event Management Services (via Quotation, Proposal or other similar means);
- 3.4.2 Our identity and contact details
- 3.4.3 The Price for the Event Management Services, including taxes or, if the nature of the Event Management Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated, or both;
- 3.4.4 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Event Management Services;
- 3.4.5 The duration of the Contract, where applicable, or if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract.

4.0 Orders

4.1 All Orders for Event Management Services from Us made by You will be subject to these Terms and Conditions.
4.2 You may change your Order after receiving the Order Confirmation, before the Event begins or at any time during the Contract. We will use all reasonable endeavors to accommodate any requested changes but cannot guarantee that We will be able to do so. If doing so means that We will incur higher costs, We will inform You and ask You how You wish to proceed before taking any action, where this is possible.

5.0 Event Management Services

5.1 The Company shall throughout the continuance of the Agreement provide an Event Management Service to the Client.
5.2 The Company will use reasonable care and skill in providing the Event Management Service.
5.3 Subject to the timely receipt of all payments due, We will provide the Event Management Services as specified in your Order or Our Quotation or Proposal.
5.4 We will make every reasonable effort to provide the Event Management Services on time and in accordance with your Order. We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please see Clause 15 "Force Majeure' for events outside of Our control.
5.5 If We require any further information, items or action from You in order to provide the Event Management Services, We will inform You of this as soon as is reasonably possible.
5.6 If the information or items You provide, or the action You take is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made by Us as a result of incomplete or otherwise incorrect information or items that You have provided or action that You have taken, We may charge You a reasonable additional sum for that work.
5.7 We always use reasonable efforts to ensure that Our provision of the Event Management Services is trouble-free. If, however, there is a problem with the Event Management Services We request that You inform Us as soon as is reasonably possible (You do not need to contact Us in writing).
5.8 We will use reasonable efforts to remedy problems with the Event Management Services as quickly as is reasonably possible and practical in the relevant circumstances.

6.0 Price

6.1 All prices stated by the Company in the Quotation or Proposal, unless specially stated otherwise, are exclusive of VAT which, where applicable, will be separately charged at the appropriate rate.

7.0 Payment

7.1 You shall pay Us a deposit of 25% of the Price (the "Deposit") upon the signing of the Contract, due within 7 days of issuance.
7.2 An additional payment of 25% of the Price shall be paid 3 months prior to the Event.
7.3 The balance of the Price shall be paid to Us no later than 1 month prior to the Event.
7.4 Additional items including, but not limited to, out of pocket expenses, disbursements, or any items or services requested by You after the signing of the Contract shall be invoiced by Us any amounts due and owing within 14 days of the date of Our invoice.
7.5 Time shall be of the essence for payments under the Agreement. If You fail to make any payment on its due date then We shall, without prejudice to any right which We may have pursuant to any statutory provision in force from time to time, have the right to charge You interest on any sums over due until payment is made in full, both before and after any judgment, at the rate of 5% over the Bank Of England base rate. Interest will accrue on a daily basis from the due date until payment is made. You may pay any interest due when paying an overdue sum.
7.6 If You do not make payment to Us by the due date, We may halt work until such time as the payment has been made, or satisfactory assurances have been given as to when payment will be made. In the case of work being halted due to late payment, You will be informed by Us that this is the case.
7.7 If the production or delivery of the Event is halted due to late payment and payment is made with insufficient time remaining to complete the production or delivery of The Event, the elements of the Event that are complete and safe to delivered will be presented on the Event day. No refund will be given for elements of the production that could not be presented due to insufficient time as a result of late payment.
7.8 As payment of the Price is required before your Event begins, please note that failure to make the payment by the due date may result in Us not providing the Event Management Services, Venue, Contractor or Entertainment services that We are managing as part of the Event Management Services. If this occurs, all payments made to date will be forfeit in full to cover preparatory work already undertaken and Our lost opportunity to provide services to another customer, and may still demand further payment for any part of the Event Management Services that We have already provided or committed to on your behalf (including, but not limited to, preparatory work and Venue, Contractor or Entertainment services).
7.9 We accept the following methods of payment:
  7.9.1 BACS transfer (preferable)
  7.9.2 Card over the phone
7.10 Payments by business credit or debit card (B2B) will be subject to a surcharge of 2.5%.

8.0 Variation and Amendments

8.1 If You wish to vary any details of the Order, You must notify Us in writing as soon as possible. We shall endeavor to make any required changes and any additional costs incurred shall be invoiced to You.
8.2 If, due to circumstances beyond Our control, We have to make any change in the arrangements relating to the Order, We shall notify You as soon as possible. We shall endeavor to keep such changes to a minimum and shall seek to offer You arrangements as close to the original as is reasonably possible in the circumstances.
8.3 We reserve the right to do the following:
  8.3.1 amend any accidental error or omission in a Proposal or Quotation;
  8.3.2 amend any Proposal or Quotation in order to reflect a change in the circumstances beyond Our reasonable control; and
  8.3.3 vary its schedule of charges from time to time, as is considered reasonable.

9.0 Venue

9.1 You are subject to the additional terms and conditions of any Venue booked and/or managed by Us on your behalf.
9.2 Any costs associated with a Venue, such as power, security and access are chargeable to You over and above the agreed contract rate, unless specifically included within the Venue's proposal.
9.3 Under certain emergency circumstances due to events beyond Our control, We may have to replace a Venue with a substitute without notice or compensation. Any additional costs will be passed on to You.
9.4 You are responsible for any costs associated with reinstatement of grounds or repair to buildings as a result of the Event.
9.5 All invoices paid by Us on your behalf for Venue products and services will incur a pass-through charge.
9.6 If a Venue booked and/or managed by Us goes into liquidation, administration, or by other means goes out of business prior to performing their contract, We shall not be liable for any loss or costs associated directly or indirectly.

10.0 Contractors

10.1 You are subject to the additional terms and conditions of any Contractor booked and/or managed by Us on your behalf.
10.2 Any costs associated with a Contractor, such as riders, accommodation and transport are chargeable to You over and above the agreed contract rate, unless specifically included within the Contractors Proposal.
10.3 Under certain emergency circumstances, i.e. last-minute illness, accident or other events beyond Our control, We may have to replace a Contractor with a substitute without notice or compensation. Any additional costs will be passed on to You.
10.4 All invoices paid by Us on your behalf for Contractor products and services will incur a pass-through charge.
10.5 If a Contractor booked and/or managed by Us goes into liquidation, administration, or by other means goes out of business prior to performing their contract, We shall not be liable for any loss or costs associated directly or indirectly.

11.0 Entertainment

11.1 You are subject to the additional terms and conditions of any Entertainment booked and/or managed by Us on your behalf.
11.2 Any costs associated with Entertainment, such as riders, accommodation and transport are chargeable to You over and above the agreed contract rate, unless specifically included within the Entertainment's Proposal.
11.3 Under certain emergency circumstances, i.e. last-minute illness, accident or other events beyond Our control, We may have to replace Entertainment with a substitute without notice or compensation. Any additional costs will be passed on to You.
11.4 In the event of illness and/or injury, breakdown or failure of the Entertainments transportation, any act of God or event beyond the control of the Entertainment, including but not limited to fire, flood, epidemic, riot or public disorder, the Entertainment reserves the right to cancel the Contract. In these circumstances, The Entertainment will in no way be liable for any loss, either financial or otherwise incurred by You due to such cancellation.
11.5 Provided the Entertainment is ready, willing and able to perform, You agree to compensate the Entertainment in accordance with their terms, regardless of act of God, fire, accident, riots, terrorism, strike, or any event of any kind or character whatsoever, whether similar or dissimilar.
11.6 No portion of the Entertainment may be broadcast, recorded, filmed, taped, or embodied in any form for any purpose of reproducing such performance without prior written consent from Us. No recording for live or future broadcast on (for example but not limited to) television, radio or internet is permitted. Any rights requested are subject to separate agreement and contract directly between the Us and the Entertainment. Stills photography is permitted throughout the performance unless otherwise stated by the Entertainment.
11.7 All invoices paid by Us on your behalf for Entertainment products and services will incur a pass-through charge.
11.8 If Entertainment booked and/or managed by Us goes into liquidation, administration, or by other means goes out of business prior to performing their contract, We shall not be liable for any loss or costs associated directly or indirectly.

12.0 Liability and Indemnity

12.1 Except in respect of death or personal injury caused by Our negligence, We shall not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the terms of the Agreement, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by Us or otherwise) in connection with the performance of obligations arising under the Agreement, or with the use by You of Our Event Management Services supplied in connection with the Event.
12.2 You shall indemnify Us against all damages, costs, claims and expenses incurred by it arising from loss or damage to any equipment (including that of Venues, Contractors and Entertainment) caused by the Client or its agents or employees or the public.
12.3 We shall not be liable to You or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of Our obligations if the delay or failure was due to any cause beyond Our reasonable control.
12.4 If generators or additional power supplies are required and if You do not permit us to provide an emergency or back-up supply (where this is available) We shall accept no responsibility for loss or damage howsoever caused as a result of any failure in the primary supply.

13.0 Confidentiality

13.1 Each Party undertakes that it shall, at all times during the continuance of the Agreement and for 5 years after its termination:
  13.1.1 keep confidential all Confidential Information;
  13.1.2 not disclose any Confidential Information to any other party;

13.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
13.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
13.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers breach confidentiality;

13.2 Either Party may:
13.2.1 disclose any Confidential Information to any employee to such extent only as is necessary for provision of the Services, or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question.

13.3 The provisions of confidentiality shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

14.0 Ownership

14.1 All products, materials and equipment used by Us for the delivery of services remain the property of The Company.
14.2 All drafts, designs and intellectual content of Our services, which are performed by Us remain exclusively the legal position, property and rights of The Company.
14.3 We reserve the right to photograph products and services in action and to use this imagery without restriction, unless specifically requested otherwise by You.
14.4 We reserve the right to video products in action and to use the footage without restriction, unless specifically requested otherwise by You.

15.0 Force Majeure (Events Out with Our Control)

15.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic, pandemic, disease, contamination or other natural disaster, or any other event that is beyond the reasonable control of the Company.

15.2 If any event described under this Clause occurs, which is likely to adversely affect Our performance of any obligations under these Terms and Conditions:
15.2.1 We will inform You as soon as is reasonably possible;
15.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
15.2.3 We will inform You of when the event outside of Our control is over and provide details of any new dates, times or availability of the delivery of services, including Venue, Contractor and Entertainment services managed by Us on your behalf, as necessary, including any additional costs as a result;
15.2.4 If an event outside of Our control occurs and You wish to cancel the Event, You may do so in accordance with your right to cancel under Clause 16.
15.2.5 If an event outside of Our control occurs and You wish to postpone the Event, You may do so in accordance with Clause 17.

16.0 Cancellation

16.1 If You wish to cancel your Order for the Event Management Services before signing the Contract, You may do so at any time. Any costs incurred by Us as a result of working in good faith or as a result of verbal instruction prior to signing the Contract will be recoverable by Us from You.

16.2 Where the Event is cancelled, and where such cancellation occurs due to reasons which are outside Our reasonable control, or if You cancel the Event for any reason, You may do so at any time by written notice to Us.

16.3 Upon cancellation;
16.3.1 We will be entitled to retain from any sums paid by You, or which may still be due;
16.3.1.1 Notice not less than 6 months before the start date of the Event, 25% of the Price payable shall become immediately due and payable to the extent that the same has not already been received by Us;
16.3.1.2 Notice not less than 3 months but less than 6 months before the start date of the Event, 50% of the Price payable shall become immediately due and payable to the extent that the same has not already been received by Us;
16.3.1.3 Notice less than 3 months before the start date of the Event, 100% of the Price payable shall become immediately due and payable to the extent that the same has not already been received by Us;
16.3.2 Any additional expenses incurred to date or costs reasonably incurred by Us in cancelling any arrangements connected with the Event shall also be paid by You, including costs committed to Venues, Contractors and Entertainment by Us on your behalf.

16.4 It is your responsibility to have cancellation insurance in place to cover the Price of the Contract, including Venue, Contractor and Entertainment costs and any other committed costs, including the refund of any ticketed events (if applicable).

16.5 We are not responsible for any losses as a result of the Event being cancelled by You, or where You have the option to postpone but choose to cancel.

17.0 Postponement

17.1 Where the Event is postponed, and where such postponement occurs due to reasons which are outside the Company's reasonable control, or if You wish to postpone the Event for any reason, You may do so at any time by written notice to Us.

17.2 Upon postponement;
17.2.1 The original payment terms are to be maintained for the Event date prior to postponement.
17.2.2 Sums paid by You will be retained by Us and held in credit, except where;
17.2.2.1 Services have already been delivered in whole or in part;
17.2.2.2 Costs have been incurred that will be incurred again as a result of the postponement;
17.2.2.3 Venue, Contractor or Entertainment fees are due.
17.2.3 We will advise the value of any credit to You once We have worked this out in accordance with Clause 17.2.2 above;
17.2.4 Any credit will be held for a maximum of 6 months;
17.2.5 A postponement fee of 10% of the Price will be chargeable to cover additional work and loss of business;
17.2.6 We will advise any other known additional costs or expenses that will be reasonably incurred by Us, the Venue, Contractors and Entertainment providers as result of the Event being postponed.

17.3 We will work with You , the Venue, Contractors and Entertainment to determine a suitable alternative date for the Event.
17.4 Rescheduling the Event will be subject to Our availability and the availability of the Venue, the Contractors and the Entertainment.
17.5 It is your responsibility to have postponement insurance in place to cover the Price of the Contract, including Contractor and Entertainment costs and any other committed costs, including the refund of any ticketed events (if applicable).
17.6 We are not responsible for any losses as a result of the event being postponed.

18.0 Termination

18.1 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:
18.1.1 any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 30 Business Days of the due date for payment;
18.1.2 the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 20 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
18.1.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
18.1.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
18.1.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);
18.1.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
18.1.7 that other Party ceases, or threatens to cease, to carry on business; or
18.1.8 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of this Clause, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

18.2 A breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.

18.3 The rights to terminate this Agreement given by this Clause shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

19.0 Effects of Termination

19.1 Upon the termination of the Agreement for any reason:
- 19.1.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;
- 19.1.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
- 19.1.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which existed at or before the date of termination;
- 19.1.4 neither Party shall be under any further obligation to the other; and
- 19.1.5 each Party shall immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

20.0 Verbal Agreements

20.1 Non-return of confirmation documents (whether written or electronic) does not constitute cancellation.
20.2 All verbal agreements will remain in force.

21.0 Assignment and Sub-Contracting

21.1 The Company shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of the Company.

22.0 Time

22.1 The Parties agree that the times and dates referred to in the Agreement are for guidance only and are not of the essence of the Agreement and may be varied by mutual agreement between the Parties.

23.0 Relationship of the Parties

23.1 Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

24.0 Non-Solicitation

24.1 Neither Party shall, for the term of the Agreement and for a period of 1 year after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to the Agreement without the express written consent of that Party.
24.2 Neither Party shall, for the term of the Agreement and for a period of 1 year after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement would cause damage to the business of that Party without the express written consent of that Party.

25.0 Third Party Rights

25.1 No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.
25.2 Subject to this Clause the Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

26.0 Entire Agreement

26.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except in writing and signed by the duly authorised representatives of the Parties.
26.2 Each Party acknowledges that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

27.0 Severance

27.1 In the event that one or more of the provisions of the Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of the Agreement shall be valid and enforceable.

28.0 Dispute Resolution

28.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
28.2 If negotiations do not resolve the matter within 1 month of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.
28.3 If the ADR procedure does not resolve the matter within 1 month of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.
28.4 The seat of the arbitration shall be Scotland. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.
28.5 Nothing in this shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
28.6 The Parties hereby agree that the decision and outcome of the final method of dispute resolution shall be final and binding on both Parties.

29.0 Law and Jurisdiction

29.1 These Terms and Conditions and the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of Scotland.
29.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of Scotland.

30.0 Complaints and Feedback

30.1 We always welcome feedback. Whilst We always use all reasonable endeavors to ensure that your experience as a customer is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
30.2 All complaints are handled in accordance with The Company's complaints handling policy and procedure. A hard copy is available upon request.

31.0 Communications & Contact Details

31.1 If You wish to contact Us with questions or complaints, You may contact Us by telephone at 0131 331 4509 or by email at info@21ccgroup.com.

32.0 How We Use Personal Data

32.1 All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 2018 and your rights under that Act.
32.2 We may use your personal information to:
- 32.2.1 Provide the Event Management Services to you.
- 32.2.2 Process your payment for the Event Management Services.

32.2.3 Inform You of new products and services available from Us. You may request that We stop sending You this information at any time.
32.2.4 In certain circumstances (if, for example, You wish to pay for the Event Management Services on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act and should use and hold your personal information accordingly.

32.3 We will not pass on your personal information to any other third parties without first obtaining your express permission except to enable Us to provide Event Management Services to you.

33.0 Privacy Policy

33.1 To review Our Privacy Policy in relation to how We gather and use your data for the delivery of Our services, please click here. A hard copy is available upon request.
33.2 To review Our Privacy Policy in relation to how We gather and use your data for marketing of Our services, please click here. A hard copy is available upon request.

34.0 Other Important Terms

34.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing. your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
34.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
34.3 The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
34.4 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

35.0 Agreement

35.1 If You accept Our terms of business, sign the Contract and return it to Us.
35.2 If a signed contract is not received by return, receipt of payment of the deposit sum requested will deem acceptance of these Terms and Conditions.
35.3 Any person signing the contract on behalf of The Client should ensure they are authorised to sign The Contract.
35.4 The Contract is legally binding.

We assure You of the highest level of service. Thank You for choosing 21CC Group Ltd.

Geoff Crow
Director
21CC Group Ltd