

## 1. DEFINITIONS

The following phrases used in these terms and conditions shall have the following meanings:

**“the Company”** Image Display & Graphics Limited. (Trading as ‘Image Experiential’ & ‘Image Development’)

**“Image Display”** means Image Display & Graphics Limited. (Trading as ‘Image Experiential’ & ‘Image Development’)

**“Parties”** means You and the Company collectively.

**“Project”** means the goods or services (as applicable) being sold or provided by the Company to You.

**“Estimate”** means the specific estimate, quotation or outline budget supplied.

## 2. GENERAL

**2.1** The following Conditions apply to the project sold, supplied or otherwise provided by the Company to You and shall be read in conjunction with the specific Estimate supplied.

**2.2** No variation to these Conditions shall be binding unless superseded by an otherwise formal contract for continued supply between both Parties agreed in writing and signed by both Parties.

**2.3** Any typographical or clerical error or omission in any Quotation, price list, acceptance, invoice or other such document issued by the Contractor shall be subject to correction without any liability on the part of the Contractor.

## 3. PRELIMINARY WORK

Unless explicitly agreed, you will be charged for all or an agreed percentage of preliminary work carried out by the Company at Your request, (whether undertaken experimentally or otherwise).

## 4. ORDERS & SPECIFICATIONS

**4.1** You must satisfy yourself that the Project You order or instruct the Company to provide is suitable for the particular environment in which it is to be installed, used or applied.

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**4.2** You shall be responsible to the Company for ensuring the accuracy of the terms of any order as set out in the Estimate, including specification and for giving the Company any necessary information relating to the Project.

**4.3** The Company's employees or representatives are not authorised to make any representation concerning the Project unless confirmed by the Company in writing. Any advice or recommendation given by the Company or its representatives to You as to the Project, which is not confirmed in writing by the Company is followed or acted upon entirely at Your own risk and accordingly the Company shall not be liable for any such advice or recommendation.

**4.4** No order shall be binding on the Company until the Company has prepared a written Estimate and You have accepted the same, together with these Conditions. Subject to the provisions of 7 below, a legally binding agreement will be made between You and the Company as soon as the Company receives written acceptance of the Estimate and these Conditions from You or in the event of your verbal acceptance, of the Estimate, when the Company confirms the order in writing to You (whichever is sooner). Such agreement will be between You and the Company and no other person has the right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the agreement.

**4.5** No order which has been accepted by the Company may be cancelled by You except with the agreement in writing of the Company and on the terms that You shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and material used), damages, charges and expenses incurred by the Company as a result of Your cancellation.

## **5. MATERIALS & PROPERTY**

**5.1** The Company shall bear no liability in respect of any materials supplied or specified by You.

**5.2** The Company reserves the right to reject any materials supplied or specified by You if in its opinion such materials are unsuitable or insufficient in respect of the Project and in such circumstances the Company may charge You an additional sum to cover the cost and time of locating and purchasing suitable replacement materials.

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**5.3** All materials and property supplied to the Company by or on behalf of You are at Your risk and you should ensure that such materials and property are covered by a valid policy of insurance.

## **6. PRINTED MATTER**

**6.1** The Company reserves the right to refuse to print any matter that in the opinion of the Company is or is likely to be interpreted by the reasonable person on the street as offensive, obscene, illegal, libellous or an infringement of the proprietary rights of any third party.

**6.2** You shall be responsible for ensuring the accuracy any correctness of any brand, product or industry related text and phrasing in any artwork. The Company will not be liable for incorrect spelling, phrasing or wording, which was otherwise unnoticed and/or provided incorrectly at the point of briefing, design and/or proofing.

## **7. REJECTION OF ORDERS**

The Company reserves the right to reject an order on giving written notice to You within seven days of the Company receiving written acceptance of the Estimate from You or the Company confirming Your order in writing to You (whichever is sooner). In the event of such rejection, no liability shall accrue to the Company whatsoever.

## **8. PRICE & PAYMENT**

**8.1** Estimates are given only as a guide to assist You in budgeting and should not be regarded as a Company quotation unless so agreed in writing by the Company.

**8.2** Estimates are based on the current cost of production and are subject to amendment by the Company on or at any time after such acceptance to meet any rise or fall in such costs.

**8.3** In agreeing to these Conditions and accepting the Estimate, You authorise the Company to incur such expenses and payments out as the Company

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## TERMS OF BUSINESS

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considers necessary and which You will be required to reimburse to the Company (for example this may include site costs for electricity, piped services, floorcoverings, internet connection, furniture hire, travelling and other such related costs including hotel expenses of the Company's employees or agents). The Company will consult You before incurring any expenses and payments out and requires You to make payment in advance to cover these expenses.

**8.4** The Company reserves the right to charge an additional fee for any alterations or amendments requested by You in respect of the Project.

**8.5** Payment is due within thirty days of presentation of an invoice to You or earlier as specified on the invoice ('the Due Date').

**8.6** The Company reserves the right to charge interest on all invoices presented to You which are not paid by the Due Date at the annual rate of 8% above the Bank of England base rate. Such interest will accrue on a daily basis from the Due Date up to the date on which the Company receives the full amount outstanding together with all accrued interest.

**8.7** The Company requires a deposit from You on acceptance of the Estimate and these Conditions. This payment will be requested via initial invoice, typically calculated as a 50% balance of the Estimate amount prior to any additions, deduction or amendment in completion of the project. This initial invoice is payable prior to any work proceeding or advance costs being incurred on your behalf.

**8.8** If You fail to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled, at its option at any time thereafter to: **8.8.1** terminate the relevant Contract and suspend further performance of Contract Work; and **8.8.2** require the immediate return of any Goods hired to the Customer; and **8.8.3** require full payment, without deduction, of the total amount due and/or which would have become due under the relevant Contract but for termination

## 9. VAT

Estimates are exclusive of VAT and VAT will be charged where applicable on all fees of the Company and on those expenses and payments that are liable for VAT.

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## **10. APPROVAL**

**10.1** Where You are provided with drawings, designs and proofs in respect of the Project these must be accepted and approved by You.

**10.2** The Company will not be responsible for any errors or omissions in respect of any Project approved or deemed to be approved by You in accordance with 10.1 save in the event that such errors or omissions were caused by negligence of the Company, its employees or representatives. See 6.2 in relation to printed matter.

## **11. DELIVERY, RISK & OWNERSHIP**

**11.1** Any times quoted for delivery are estimates although the Company will use all reasonable efforts to deliver the Project to You in accordance with the times agreed. Failure to comply with such times shall not constitute a breach of these Conditions.

**11.2** The risk in the Project shall pass to You:

**11.2.1** in the case of a Product to be collected from the Company's premises by You, at the time when the Company notifies You that the Product is available for collection; or

**11.2.2** in the case of a Project to be delivered to You, at the time when the Project is loaded onto Your or Your carrier's vehicle, or when delivered to Your order, whichever is the sooner, or if you wrongfully fail to take delivery of the Project, the time when the Company has tendered delivery of the Project.

**11.3** Notwithstanding delivery and the passing of risk in the Product or any other provision of these Conditions, the property in the Project shall not pass to You until the Company has received in cash or cleared funds payment in full for the Project and all other Projects to be sold by the Company to You for which payment is then due.

**11.4** Until such time as the property in the Project passes to You, You shall hold the Project as the Company's fiduciary agent and bailee and shall keep the Project separate from those belonging to You and third parties and properly

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stored, protected and insured and identified as the Company's property, but shall be entitled to re-sell or use the Project in the ordinary course of its business.

**11.5** Until such time as the property in the Project passes to You (and provided the Project is still in existence and has not been re-sold) the Company shall be entitled, at any time, to require You to deliver up the Project to the Company and, if You fail to do so forthwith, to enter upon Your premises or premises of any third party where the Project is stored and re-possess the Product.

**11.6** If any or all of the Project is incorporated in or is used as material for other goods before payment is made to the Company, the property and the whole of such goods shall be and remain with the Company until payment has been made or the other goods sold by way of bona fide sale at market value and all the Company's rights in the Project shall extend to those other goods. You shall, pending payment to the Company in full, retain the proceeds of sale of the Project or any item incorporating the Project in a separate account. Such proceeds of sale shall be and shall remain the property of the Company until payment is made.

**11.7** Notwithstanding the foregoing, the Company may at its election and in its absolute discretion, by notice in writing transfer the property in the Project to You.

## **12. PROJECT DELIVERY – EXHIBITIONS, EVENTS & EXPERIENTIAL**

**12.1** In all cases where the Project is related to a time critical event the Company undertakes, to the best of their ability, to complete the Project at the agreed time and in accordance with the agreed specification and design agreed in preparation for the event and in time for the event to commence. Notwithstanding the foregoing the Company will not be held responsible for matters delaying events subject to 12.2.

**12.2** The Company will not be responsible in any way for any delay or failure of supply in respect of delays at the venue or by the organiser or from any third party service supplier such as but not limited to electricity, piped services, floorcoverings, internet connection, furniture hire, travelling and other such related costs.

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**12.3** The Company undertakes to complete the project as described in the foregoing and will be available for a pre-arranged handover on site which will take place at a time mutually agreed in advance of installation and completion. Where this time is beyond and or exceeds the agreed completion time frame the Company reserves the right to make an additional charge. You must during this handover be satisfied that the Project has been delivered in accordance with the specification and design agreed. You may be asked to confirm this acceptance by signing a handover declaration on site. However acceptance will be deemed in any respect once the handover is completed and our stand build staff and / or representatives have been released by You.

**12.4** Following handover You are subsequently responsible until noted in 12.5, for all aspects of and related to the stand, project or environment to include but limited to; health & safety, public and employers liability, security of all elements, products and equipment, security. Similarly following handover You are responsible for meeting the venues and / or organisers rules and regulations applicable to the event. It is recommended that You check that You have adequate insurance in place for risks in these respects.

**12.5** Post event, The Company will return to dismantle and remove the stand, event environment or set, at a pre-arranged time. This time remains subject to free access being granted to the venue by the organiser to permit show / event breakdown. Only once Image Display personnel have arrived and officially received handover from You will responsibility noted above revert to The Company.

### **13. DAMAGE, SHORTAGE, LOSS – NON-EVENT RELATED**

**13.1** Save in cases where the Company is responsible for the delivery of the Project and/or goods , the Company shall not be liable for any damage, shortage or loss in transit in respect of any claim consequential thereon.

**13.2** In cases where the Company is responsible for delivery of the Project and/or goods, You shall notify the Company in writing of any shortage, damage or loss in transit within 24 hours of delivery. In all cases where such notice is given, the Company's liability shall be limited to the cost of the Project/goods so damaged, lost or in short supply and the Company shall not be liable for any consequential loss.

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#### **14. DEFECT – NON-EVENT RELATED**

**14.1** You must notify the Company in writing of any defects in the Product within three working days of receipt of the Project.

**14.2** In the event of notice in accordance with 14.1 being received by the Company, the Company shall at its option either rectify the defect free of charge or replace the defective Project free of charge.

**14.3** Where the Project is reported to be defective, You must at the Company's discretion either return the Project to the Company forthwith at your expense or retain the Project and provide the Company, its employees, agents and experts, the opportunity to inspect the same.

**14.4** Save as provided elsewhere in this clause 14, the Company shall be under no liability to You in respect of defects in the Project.

#### **15. Intellectual Property**

**15.1** Unless otherwise agreed in writing by the Parties all intellectual property rights in the Project shall belong to the Company until such time as the Company has received in cash or cleared funds payment in full for the Product.

**15.2** All intellectual property rights in the specifications and designs relating to the Product (including the design rights or copyright and any other intellectual property in them) shall as between the Parties be the sole property of the Company unless otherwise agreed in writing.

#### **16. Exclusions & Limitations**

**16.1** No condition or warranty or other undertaking is given whether express or implied (save insofar as the same by statute cannot be excluded) by custom, common law, statute or otherwise, in relation to the quality of workmanship of the Project or performance and/or delivery of the order, nor in relation to the suitability of any Project supplied for a particular application whether notified by You or not, save as set out in these Conditions. Any such warranty, condition or undertaking is hereby excluded for all purposes. Except as provided elsewhere in these Conditions, the Company shall be under no

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liability to you and under no circumstances howsoever arising shall the Company's liability to You exceed the cost of the Project to which any compliant relates. In particular, the Company shall not be liable to you for any consequential loss howsoever arising.

**16.2** In no circumstances whatsoever shall the Company be liable to You for loss or damage in relation to the Project which is caused as a direct or indirect result of the provision of goods and/or services by third parties.

### **17. Indemnity**

You shall indemnify the Company in respect of all damage or injury occurring to any person or property, or any loss consequential thereon and against all actions, suits, claims, demands, charges or expenses in connection therewith for which the Company may become liable in respect of the Project, save in the event that such damage or injury shall have been occasioned by the negligence of the Company, its employees or agents.

### **18. Miscellaneous**

**18.1** These Terms & Conditions and any agreement made with You in accordance therewith shall be deemed to have been made in England and shall be governed in all respects by the laws of England and Wales and subject to the exclusive jurisdiction to the courts and tribunals of England and Wales.

**18.2** Force Majeure - The Company shall be under no liability in respect of any breach of contract caused by any reason beyond its control including (but not limited to) an act of god, drought, failure of power supply, fire, flood, earthquake, windstorm, civil war, rebellion, revolution, national emergency, pandemic, lockdown, lock out, strike or other action taken by employees in contemplation or furtherance of a dispute, terrorist attack, or owing to inability to procure any materials required for the performance of the Company's duties.

**18.3** The Company reserves the right to suspend work for You and retain documents, materials and papers belonging to You, irrespective of whether they relate to the Project or not until all sums outstanding to the Company are paid.

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**18.4** The Company's rights shall not be prejudiced by any indulgence or forbearance extended to You and no waiver by the Company of any specific breach committed by You shall operate as a waiver of any other breach.

**18.5** In the event that it should be determined that any of these Conditions shall be invalid or unenforceable for any reason whatsoever, it is hereby declared and confirmed that such determination shall not affect any other provisions of these Conditions, all of which shall remain in full force and effect.

**18.6** The Company reserves the right to make changes to these Conditions on giving You not less than one month's notice in writing.

## **19. Data Collection**

We collect different types of information for various purposes to provide and improve our service to you.

### **19.1 Personal Data**

While using our service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("Personal Data"). Personally identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Phone number
- Address, Postal code, City
- Cookies and Usage Data

We may use your Personal Data to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send or by contacting us.

### **19.2 Usage Data**

We may also collect information how the Service is accessed and used ("Usage Cont...

Data”). This Usage Data may include information such as your computer’s Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

### 19.3 Location Data

We may use and store information about your location if you give us permission to do so (“Location Data”). We use this data to provide features of our service, to improve and customise our service.

You can enable or disable location services when you use our service at any time, through your device settings.

### 19.4 Tracking & Cookies Data

We use cookies and similar tracking technologies to track the activity on our website and hold certain information. Cookies are files with small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our website. Examples of Cookies we use:

- Session Cookies. We use Session Cookies to operate our Service.
- Preference Cookies. We use Preference Cookies to remember your preferences and various settings.
- Security Cookies. We use Security Cookies for security purposes

## 20. Data Usage

The Company uses collected data for various purposes:

- To provide and maintain our service
- To notify you about changes to our service
- To provide customer support
- To gather analysis or valuable information so that we can improve our service

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- To monitor the usage of our services
- To detect, prevent and address technical issues
- To provide you with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless you have opted not to receive such information.

## 21. Data Retention

The Company will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

## 22. Data Transfer

Your information is kept for the use of The Company only and will not be transferred to any other party without your specific permission to do so. Your consent to these Terms & Conditions and Privacy Policy followed by your submission of such information represents your agreement to that transfer.

## 23. Disclosure of Data

### Disclosure for Law Enforcement

Under certain circumstances, The Company may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

### 23.1 Legal Requirements

The Company may disclose your Personal Data in this respect in the good faith and belief that such action is necessary to:

- To comply with a legal obligation
- To protect and defend the rights or property of The Company
- To prevent or investigate possible wrongdoing.
- To protect the personal safety of The Company's staff or the public
- To protect against legal liability

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### **23. Data Security**

The security of your data is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

### **24. Data & Your Rights**

The Company aims to take reasonable steps to allow you to correct, amend, delete, or limit the use of your Personal Data.

**24.1** If you wish to be informed what Personal Data we hold about you and if you want it to be removed from our systems, please contact us.

In certain circumstances, you have the right:

- To access and receive a copy of the Personal Data we hold about you
- To rectify any Personal Data held about you that is inaccurate
- To request the deletion of Personal Data held about you

### **25. Service Partners**

We may employ third party companies and individuals to provide goods and services on our and your behalf, to perform related services as required for a particular project.

**25.1** These third parties may have limited access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

### **26. Children's Data & Privacy**

**26.1** We do not knowingly collect personally identifiable information from anyone under the age of 13.

### **27. Data Management Policy**

Please note separately published policy outlining all above data management, usage and security which is available via our website and/or via verbal, postal or email request.