



Terms & Conditions:

1. Definitions

- a) The 'Contract' shall refer to these terms and conditions, all attached schedules, proposals and correspondence.
- b) The 'Correspondence' shall refer to all proposals, letters, emails, telephone conversations etc in relation to the event.
- c) The 'Client' refers to the customer described in all Correspondence and schedules.
- d) The 'Event' means all services, drinks and meals as described in the Correspondence, schedules and proposals.
- e) 'Bookings' mean any service booked and agreed between the Client and A Safer Way Ltd, trading as ArrangeMeA.com

2. Acceptance

- a) Unless otherwise stated in writing by a director of A Safer Way Ltd, all orders, Bookings and/or Events accepted by A Safer Way Ltd are subject to the under mentioned terms and conditions.
- b) No binding contract shall be formed until A Safer Way Ltd has received confirmation of an order by notice in writing from the Client, and that order is accepted in writing by A Safer Way Ltd. Furthermore, A Safer Way Ltd shall be under no obligation to perform the contract unless the Client has paid the agreed deposits defined below.
- c) A Safer Way Ltd reserves the right to accept clear instructions (either oral or in writing) from a Client to proceed with the Event and to enter into commitments on behalf of a Client. The Client shall thereon be liable for all costs and expenses incurred by A Safer Way Ltd in pursuance of the Client's instructions and shall in all other respects be liable to A Safer Way Ltd for its fees charges and commissions.
- d) A confirmation means that (at A Safer Way Ltd's discretion subject to receipt of payment) A Safer Way Ltd will proceed to arrange the Event and book facilities. It does not mean that the facilities are confirmed to be available and booked. All Confirmations are subject to availability.

3. Payment

- a) Deposits: a deposit to be agreed at the time of confirmation will accompany all orders accepted by A Safer Way Ltd. No such deposits are returnable.
- b) The balance of all amounts due for an Event must be paid 21 days prior to the Event taking place, unless otherwise agreed in writing.
- c) All prices are exclusive of VAT, which shall be payable at the rate(s) ruling at the date of invoice.
- d) Any extra expenses incurred over and above the total anticipated cost of the Event are to be paid on receipt of invoice.
- e) All charges unpaid after their respective final date for payment shall carry interest on the amounts outstanding at a rate of 2% above the base rate calculated on a daily basis.
- f) A Safer Way Ltd reserves the right to cancel or suspend the performance of the contract if payment dates are not adhered to.
- g) All payments due from the Client shall be made without any set-off, deduction or deferment of any nature.
- h) Any queries arising from the invoice must be communicated to A Safer Way Ltd within 14 days of the invoice date. Failure to notify A Safer Way Ltd of any query within 14 days will render the full invoice payable on the due date.
- i) Save where a fixed price has been agreed and specified as such in writing, all prices quoted by A Safer Way Ltd may be amended upon notice to the Client in the event of errors or omissions in any quotation or Correspondence or where an increase or decrease is caused by a change in circumstances beyond the reasonable control of A Safer Way Ltd, including increases or decreases in prices imposed upon A Safer Way Ltd by its suppliers in connection with an Event

j) If A Safer Way Ltd in its absolute discretion, and in writing waives the conditions relating to payment for an event, as set out in this clause, such waiver shall not prejudice the rights of A Safer Way Ltd to recover from the Client the amount which would otherwise have been payable under these terms and conditions in the event of a cancellation or amendment of a Booking.

4. Numbers

- a) All Bookings of whatever nature are accepted on the understanding that the number of persons for whom the event is arranged is regarded as the minimum and no refund or allowance shall be made by A Safer Way Ltd if fewer persons actually attend the Event.
- b) After confirmation, A Safer Way Ltd will endeavour to accommodate any reasonable increases, but will be limited to the maximum capacities supplied by the Venue or any other suppliers.
- c) If the numbers are varied from the original quotation or Correspondence at the Client's request A Safer Way Ltd reserves the right to submit a revised quotation for the Event.
- d) You must confirm the actual number of people attending at least 14 days before the date of event.

5. Cancellation

- a) If the client wishes to cancel an Event, notice of cancellation from the Client must be made in writing to A Safer Way Ltd.
- b) The following minimum cancellation charges will apply: Up to 28 days prior to the Event - 50%
14 days prior to the Event - 75%
Less than 14 days prior to the Event - 100%
- c) A Safer Way may cancel an order, Booking or Event at any time, upon notice to the Client, if:
 - i) The Client is in breach of any of the Terms and Conditions including, without limitation, any term relating to payment; or
 - ii) The Client, being a company, has had a winding up petition presented against it, has entered into administration, receivership, liquidation or an arrangement with its creditors; or
 - iii) The Client, being an individual, has had a bankruptcy petition presented against it, has become bankrupt, insolvent or entered into an arrangement with its creditors;
- d) If the Client intends to use the Event(s) booked as a competition prize, this must be disclosed to A Safer Way Ltd on Booking who may have to seek permission from some or all of A Safer Way Ltd's suppliers. Should permission be refused A Safer Way Ltd reserves the right to cancel the Booking.

6. Amendments

- a) If the Client wishes to change a confirmed order, A Safer Way Ltd must receive from the Client a written statement to this effect, and the request will be effective from the date of receipt by A Safer Way Ltd.
- b) It is not guaranteed that any requests for amendment will be satisfied, however, all efforts will be made to accommodate the requirements in the written statement, subject to availability and payment by the Client of an Amendment Fee. Such fee will only be applicable should A Safer Way Ltd incur any costs as a result of the amendment.

7. Limitation

- a) A Safer Way Ltd, or its employees, will not under any circumstances be liable to the Client in contract, tort (including negligence) or otherwise for loss of revenues or opportunities, goodwill, reputation or any type of special, indirect or consequential loss (even if such loss was reasonably foreseeable or A Safer Way Ltd had been advised of the possibility of the Client incurring the same.)
- b) Any loss or damage to equipment or property connected in any way to the Event will be the responsibility of the Client and all replacement and repair costs will be charged in full.
- c) A Safer Way Ltd does not accept any responsibility for the loss or damage of personal property belonging to Clients or their guests. Neither A Safer Way Ltd nor its employees shall be liable for any death, injury, damage, loss, illness, delay or expense caused to the Client, its employees, licensees or invitees or any other person or any other persons attending the booked Event except insofar as such death, injury, loss, illness, delay or expense results from the proven negligence or deliberate action or omission of A Safer Way Ltd. A Safer Way Ltd's liability shall in all cases be limited to the sums paid by the Client and excludes all indirect or consequential loss of whatever nature. Nothing in this clause shall affect A Safer Way Ltd's liability for death or personal injury caused by its negligence.
- d) The Client agrees to indemnify A Safer Way Ltd against any injury, damage, loss, illness, delay or expense caused to the Venue, its employees, licensees or invitees or any other person or

persons attending the booked Event except insofar as such injury, loss, illness, delay or expense results from the proven negligence or deliberate action or omission of A Safer Way Ltd.

e) The Client warrants that adequate insurance cover is held to cover such risks.

f) A Safer Way Ltd relies totally on its suppliers for correct information and whilst all details are given in good faith, A Safer Way Ltd cannot accept responsibility for any inaccuracies on behalf of the supplier.

g) Sub-contractors may be engaged on behalf of the Client. The liability of A Safer Way Ltd in their failure to perform is limited to the value of the sub-contractor's services.

8. Third Parties

a) Should for any reason an Event be wholly or partly cancelled or postponed owing to circumstances beyond the control of A Safer Way Ltd, A Safer Way Ltd shall not be liable to refund any part of the fees paid by the client, save refunds that will be made where A Safer Way Ltd are able to secure a refund on the bookings that they themselves have made in connection with a particular Event and should such a refund be made then A Safer Way Ltd will account to the Client having made a deduction of 25% for administration charges.

b) Whilst A Safer Way Ltd do not exercise direct control over the running of hotels, venues, caterers, entertainers and other services, A Safer Way Ltd will always endeavour to protect the interest of its Clients by vigilant selection of third parties contracted to supply within its packages. However A Safer Way Ltd cannot be liable for any loss, damage or disappointment due to unforeseeable or unavoidable circumstances beyond the control of A Safer Way Ltd.

9. Insurance

a) For any Events, Damage, Personal Accident or Cancellation Insurance is not included, unless specified.

b) It is advised that the Client takes out an insurance policy of its own to cover personal accidents, cancellation and other possible effects, should this not be included in any proposal from A Safer Way Ltd.

c) Assistance in arranging other insurance in connection with any booked Event is offered by A Safer Way Ltd to the Client.

10. Conditions/Force Majeure

a) A Safer Way Ltd shall bear no liability for loss damage delay cancellation or failure of performance however arising caused in circumstances outside of its control including (but not limited to) Acts of God, civil commotion, strike, work to rule or go slow, lock-outs, hostilities, acts of terror, fire, flood, exceptional adverse weather conditions, drought or inability to procure materials, venues or services except at increased prices due to any of the foregoing clauses (and in these circumstances A Safer Way Ltd may suspend or cancel the whole or any part of the Event). A Safer Way Ltd will endeavour to notify the Client as quickly as reasonably possible if a Force Majeure event occurs and a cancellation being made and refunds will be dealt with in accordance with clause 5.

b) A Safer Way Ltd shall not be liable for any change in the Music and Dance License or the Alcohol and Beverage License issued to venues contracted by A Safer Way Ltd.

c) The liability of A Safer Way Ltd in respect of all claims arising under any contract shall be limited to the amount of the price or charges payable to A Safer Way Ltd under such contract.

d) If property belonging to A Safer Way Ltd (or supplier to A Safer Way Ltd) is wilfully or negligently lost, damaged or stolen at an Event, the replacement cost is payable by the Client within 7 days from the date of the function.

e) Accidental damage, loss or injury at an Event should be covered by the Client's own insurance and no claim can be accepted by A Safer Way Ltd.

f) A Safer Way Ltd shall not be responsible for possessions brought to the Event by the Client or its guests.

g) The rights granted to the Client under this agreement may not be transferred or assigned to a third party without the prior written consent of A Safer Way Ltd.

h) This contract supersedes and excludes all prior representations, discussions, understandings or agreements in relation to the subject matter of this contract. The terms of this contract may not be modified except in writing signed by or on behalf of both parties.

i) A failure to exercise or any delay or forbearance in exercising any right or remedy in relation to the contract shall not operate as a waiver of such right or remedy.

11. Special Conditions

A Safer Way Ltd reserves the right to add further special conditions for specific bookings, as and where considered appropriate, and any such conditions will be notified to the Client in writing prior to confirmation.

12. Warranty and Limitation

a) A Safer Way Ltd warrants that the services supplied by it will be provided with reasonable skill and care. A Safer Way Ltd's liability under this warranty shall be limited as specified in these terms.

b) The warranty given above is given in lieu of and shall be deemed to exclude all other warranties and conditions whether express or implied whether arising by common law, statute or otherwise.