1. Definitions
1.1 In these Conditions, the following definitions apply:

Booking: the Client’s booking for Services as set out in the Client’s purchase order and the Client accepts these Terms and Conditions, either written or verbally.

Crew Chief: the Crew leader who is responsible for receiving instructions from the Client, passing such instructions to the Crew and ensuring adherence to the contract.

Client: the person or company who purchases Services from Five Star Crew.

Confirmation: the written confirmation from Five Star Crew to the Client of the booking details.

Contract: the contract between Five Star Crew and the Client for the supply of Services in accordance with these Conditions.

Five Star Crew: a group of professionals that provide Services to the Client.

Property: any property, equipment, or materials that are used by Five Star Crew to provide the Services.

Services: the services provided by Five Star Crew to the Client, as set out in the Confirmation.

Terms: the terms and conditions of the Contract.

1.2 Words indicating the singular shall include the plural and vice versa.

2. Services
2.0 Five Star Crew shall provide the Services to the Client in accordance with the Confirmation. The Client acknowledges that Five Star Crew shall have absolute discretion to provide services that are reasonably equivalent to the Services specified.

3. Changes to the Booking
3.1 Where reasonably practicable, Five Star Crew shall accommodate changes to the Booking provided that Five Star Crew shall not be required to accommodate any change that would contravene any law, any contract or any agreement to which Five Star Crew is a party.

4. Payment
4.1 Five Star Crew shall have the right to suspend the provision of Services under the Contract or any other contract between the Client and Five Star Crew if the Client shall default in the payment of any amounts payable under the Contract or any other contract or for a further period of 6 months afterwards otherwise than by means of a national advertising campaign open to all comers and not restricted to any particular area or clientele.

5. Client’s Obligations
5.1 The Client shall, at all times during the provision of the Services, keep Five Star Crew informed of the Client’s instructions.

6. Charges, Payment and Cancellation
6.1 The Client shall pay for the Services as set out in the Booking Confirmation.

6.2 Five Star Crew shall be entitled to charge the Client (and the Client shall pay for) any additional work by the Crew outside the Hours of Call together with any expenses reasonably incurred over and above those Charges set out in the Booking Confirmation including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of Services provided by third parties and required by Five Star Crew for the performance of the Services, and for the cost of any materials where such expenses arise as a result of instructions given by the Client to the Crew Chief (or, where no Crew Chief is present, the Crew or the Crew Chief if no Crew Chief is present) to Five Star Crew shall invoice the Client for such expenses pursuant to this clause 6.

7. Property
7.1 Five Star Crew shall be entitled to use the Client’s property and any personal property of the Client for the provision of the Services and for the performance of the Services.

8. Limitation of Liability
8.1 Nothing in these Terms and Conditions shall limit or exclude Five Star Crew’s liability for death or personal injury caused by Five Star Crew’s negligence.

9. Governing Law and Jurisdiction
9.1 These Terms and Conditions shall be governed by English law, and in the event of any dispute arising under these Terms and Conditions, the Client hereby irrevocably submits to the exclusive jurisdiction of the English courts.

10. Other Provisions
10.1 Any additional terms and conditions, to the Contract, shall only be binding when the written consent of Five Star Crew has been given in writing to the Client and Five Star Crew is satisfied with their implementation.

11. Governing Law and Jurisdiction
11.1 The Client shall not (except with the prior written consent of Five Star Crew) commence any legal proceedings by way of arbitration or litigation against Five Star Crew in respect of any matter arising out of the Contract or any legal proceedings against Five Star Crew in respect of any matter arising out of the Contract or any legal proceedings against Five Star Crew in relation to any matter arising out of the Contract.

12. Governing Law and Jurisdiction
12.1 If the Client commits any breach of clause 11.1, it shall, on demand, pay to Five Star Crew a sum equal to one year’s basic salary on the annual fee that would have been payable to Five Star Crew had Five Star Crew not been required by law to act as agent for, or to bind, the other party in any way.

13. Severance
13.1 If any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part of the provision shall be modifiable to such extent necessary to make it valid, legal and enforceable.

14. Variation
14.1 Each party agrees that this variation of this agreement is subject to the inclusion of any additional terms and conditions, as may be required by law or for the continued performance of Five Star Crew’s obligations under the Contract.

15. Governing Law and Jurisdiction
15.1 The Contract shall be governed by, and construed in accordance with, English law, and in the event of any dispute arising under the Contract, the Client hereby irrevocably submits to the exclusive jurisdiction of the English courts.

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