



## Five Star Crew - Terms and Conditions for Supply of Services

### 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 form or the Client's written acceptance of Five Star Crew' quotation, as the case may be.  
Booking Confirmation: the written confirmation from Five Star Crew to the Client of Five Star Crew' acceptance of the Booking.  
Charges: the charges payable by the Client for the supply of the Services in accordance with clause 6.  
Client: the person or company who purchases Services from Five Star Crew.  
Conditions: these terms and conditions as amended by Five Star Crew from time to time.  
Contract: the contract between Five Star Crew and the Client for the supply of Services in accordance with these Conditions.  
Crew: those personnel of Five Star Crew employed or engaged in the provision of the Services.  
Crew Chief: that member (or those members) of the Crew responsible for receiving instructions from the Client (pursuant to clause 5.1.2) and relaying them to the Crew on site.  
Five Star Crew: Five Star Crew Ltd registered in England and Wales with company number 09714107 whose registered office is situated at 24a Market Street, Disley, Stockport, SK12 2AA.  
The Services will be provided.  
Services: the services supplied by Five Star Crew to the Client as set out in the Booking Confirmation.  
Start Time: the time that the provision of the Services is scheduled to begin pursuant to the Booking Confirmation.  
Venue: the venue at which the Services are to be performed, whether belonging to the Client or otherwise.

### 2. Services

2.1 The Booking constitutes an offer by the Client to purchase the Services in accordance with these Conditions. The Booking shall only be deemed to be accepted when Five Star Crew issues the Booking Confirmation at which point and on which date the Contract shall come into existence.  
2.2 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Five Star Crew which is not set out in the Contract.  
2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.  
2.4 Any quotation given by Five Star Crew shall not constitute an offer. Any quotation shall be valid in respect of Charges until the Client is notified otherwise by Five Star Crew. Any quotation shall be valid in respect of availability of Crew only at the time it is given.

### 3. Changes to the Booking

3.1 Where reasonably practicable, Five Star Crew shall accommodate changes to the Booking requested by the Client but shall be under no obligation to do so. In any event, no changes to the Booking will be accepted unless requested at least 2 hours before the Start Time.  
3.2 Any request to change the Booking shall be made by the Client to Five Star Crew:  
3.2.1 (if made 24 hours or less before the Start Time or on a non-business day) by telephone to the office telephone number notified to the Client by Five Star Crew; or  
3.2.2 (if more than 24 hours before the Start Time on a business day) by email to the email address notified to the Client by Five Star Crew, or to the telephone number described above.  
3.3 The Client shall not be entitled to request changes to the Booking by SMS, Whatsapp, or by direct request to the Crew or the Crew Chief.  
3.4 Where Five Star Crew accepts a change to the Booking, it shall (as soon as reasonably practicable) raise and send to the Client a further Booking Confirmation detailing the changes and any applicable additional Charges. If a change to the Booking results in additional Charges, Five Star Crew shall be entitled (at its discretion) to issue a separate invoice for the additional Charges.  
4. Supply of Services  
4.1 Subject to clause 4.3, Five Star Crew shall provide the Crew to supply the Services to the Client at the Venue during the Hours of Call, solely at the instruction of the Client pursuant to clause 5.1.2.  
4.2 Five Star Crew shall have the right to suspend the provision of the Services if, in the opinion (at its absolute discretion) of the Crew Chief (or, if no Crew Chief is present, any Crew member), to continue to provide the Services as instructed by the Client would put any person at risk of injury or is in contravention of any applicable health and safety laws, regulations or policies, and Five Star Crew shall notify the Client in any such event.  
4.3 Five Star Crew shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Five Star Crew shall notify the Client in any such event.

### 5. Client's Obligations

5.1 The Client shall:  
5.1.1 ensure that the terms of the Booking are complete and accurate, including the Start Time and the date on which the Services are to be performed, the Hours of Call, details of the Venue, the Crew required, and details of any specialist skills required of the Crew;  
5.1.2 provide supervision of, and instructions to, the Crew at all times while the Crew are present at the Venue. The Client shall instruct the Crew solely through the Crew Chief (or, where no Crew Chief is present, through such Crew member as Five Star Crew shall notify to the Client). The Client acknowledges that it is responsible for the instruction of the Crew in order to achieve the provision of the Services;  
5.1.3 provide Five Star Crew, its employees, agents, consultants and subcontractors, with access to the Venue and other facilities as reasonably required by Five Star Crew;  
5.1.4 provide Five Star Crew with such information and materials as Five Star Crew may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;  
5.1.5 prepare the Venue for the supply of the Services in advance of the Start Time; and  
5.1.6 obtain and maintain all necessary licenses, permissions and consents which may be required in order to perform the Services at the Venue.  
5.1.7 advise the company of any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks in relation

to the event and the services.

5.2 Five Star Crew shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Five Star Crew' failure or delay to perform any of its obligations under the Contract to the extent that such performance is prevented or delayed by any act or omission of the Client or failure by the Client to perform any relevant obligation.

### 6. Charges, Payment and Cancellation

6.1 The Charges for the Services shall be 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, any Crew member) during the provision of the Services. Five Star Crew shall invoice the Client for such expenses pursuant to this clause 6.  
6.3 If the Client cancels the Booking prior to the provision of the Services, Five Star Crew shall be entitled to charge the Client:  
6.3.1 100% of the Charges for the entirety of the project if the Client cancels the Booking 24 hours or less before the Start Time; or  
6.3.2 50% of the Charges for the entirety of the project if the Client cancels the Booking less than 48 hours but more than 25 hours before the Start Time.  
6.3.3 Five Star Crew shall be entitled to require the Client to pay a deposit for the Services which (where applicable) will be set out in the Booking Confirmation. The Client shall pay any such deposit in full before Five Star Crew commences the provision of the Services.  
6.3.4 Five Star Crew shall invoice the Client on completion of the Services or, where the Services are to be performed in stages, Five Star Crew shall be entitled to invoice the Client for the Services then performed after each stage of the Services is completed.  
6.3.5 The Client shall pay each invoice submitted by Five Star Crew within 30 days of the date of the invoice, in full and in cleared funds to a bank account nominated in writing by Five Star Crew, and time for payment shall be of the essence of the Contract.  
6.3.6 All amounts payable by the Client under the Contract are inclusive of VAT.  
6.3.7 Without limiting any other right or remedy of Five Star Crew, if the Client fails to make any payment due to Five Star Crew under the Contract by the due date for payment, Five Star Crew shall have the right to charge interest on the overdue amount. Charges shall be calculated in accordance with The Late Payment of Commercial Debts (Interest) Act 1998 (as amended) from the date the payment was originally due until the date of actual payment whether before or after judgment.  
6.3.8 The Client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against Five Star Crew in order to justify withholding payment of any such amount in whole or in part. Five Star Crew may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by Five Star Crew to the Client.

### 7. Crew Information and Confidentiality

7.1 Where the Client requests identification information about the Crew, Five Star Crew shall (subject to clause 7.2) endeavour to provide such information no later than 24 hours before the Start Time, or (in the case of a request received less than 24 hours before the Start Time) promptly following receipt of a request.  
7.2 Five Star Crew shall be entitled to change the individual Crew members who are to provide the Services when required due to illness or other events outside its control.  
7.3 Each Party undertakes that it shall not, at any time, disclose to any person any confidential information concerning the business, affairs, customers, Clients or suppliers of the other Party except:  
7.3.1 To its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out that Party's obligations under these Terms and Conditions. Each Party shall procure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this Clause 9; and/or  
7.3.2 As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.  
7.3.3 Neither Party shall use the other Party's confidential information for any purpose other than to perform its obligations under this Contract.

### 8. Limitation of Liability

8.1 Nothing in these Conditions shall limit or exclude Five Star Crew' liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors, or for fraud or fraudulent misrepresentation.  
8.2 Subject to clause 8.1, Five Star Crew shall in no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or loss of revenue, or any indirect or consequential loss arising under or in connection with the Contract.  
8.3 Subject to clause 8.1, Five Star Crew' total liability to the Client shall be limited as follows:  
8.3.1 in respect of damage to or loss of land and buildings (including but not limited to the Venue), Five Star Crew' liability shall be limited to £1,000,000 in aggregate;  
8.3.2 in respect of damage to or loss of all other physical property Five Star Crew' liability shall (subject to clauses 8.4 and 8.5) be limited to £10,000 per item of property; and  
8.3.3 in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, Five Star Crew' liability shall in no circumstances exceed £50,000 in aggregate.  
8.3.4 If Five Star Crew is responsible for any loss of or damage to any item of equipment it shall (at its option) have the right to replace the lost or damaged item with an equivalent item of new equipment and where it elects to do so, Five Star Crew shall be entitled to retain the damaged item of equipment replaced and shall have no further liability to the Client in respect of the lost or damaged equipment. In any event, Five Star Crew' liability in respect of equipment shall be subject to the limit in clause 8.3.2.  
8.3.5 Any claim by the Client in respect of any loss of or damage to physical

property (including equipment) shall be notified to Five Star Crew in writing as soon as reasonably practicable and in any event within 72 hours of when the Client became aware of the loss or damage, or ought reasonably to have become aware of the loss or damage. Five Star Crew shall have no liability for any loss or damage to physical property (including equipment) which is notified to it after such time.

8.3.6 Subject to clause 8.1, Five Star Crew shall in no circumstances whatever be liable to the Client for loss or damage to property (real or personal) where such loss or damage arises as a result of any instruction given by the Client to the Crew Chief (or, where no Crew Chief is present, any Crew member) and where the Crew Chief (or Crew member, as appropriate) has alerted the Client that the performance of such instruction carries a risk of damage or loss to such property, and the Client so instructs the Crew Chief (or Crew) nonetheless.  
8.3.7 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.  
8.3.8 This clause 8 shall survive termination of the Contract.

### 9. Termination

9.1 Without limiting its other rights or remedies, Five Star Crew may terminate the Contract with immediate effect by giving written notice to the Client if the Client commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach.  
9.2 Without limiting its other rights or remedies, Five Star Crew shall have the right to suspend provision of the Services under the Contract or any other contract between the Client and Five Star Crew if the Client becomes subject to any event of insolvency, liquidation, administration, receivership, winding-up or similar, or Five Star Crew reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under this Contract on the due date for payment.

### 10. Consequences of Termination

On termination of the Contract for any reason:  
10.1 The Client shall immediately pay to Five Star Crew all of Five Star Crew' outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Five Star Crew shall submit an invoice, which shall be payable by the Client immediately on receipt;  
10.2 The accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and  
10.3 clauses which expressly or by implication have effect after termination shall continue in full force and effect.  
11. Non-Solicitation  
11.1 The Client shall not (except with the prior written consent of Five Star Crew) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of Five Star Crew any person employed or engaged by Five Star Crew in the provision of the Services, at any time during the provision of the Services or for a further period of 6 months afterwards other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of Five Star Crew.  
11.2 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 or the annual fee that was payable by Five Star Crew to that employee, worker or independent contractor plus the recruitment costs incurred by Five Star Crew in replacing such person.

### 12. General

12.1 Five Star Crew shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of an event beyond its reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Five Star Crew or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.  
12.2 Any notice required to be given pursuant to the Contract shall be in writing and sent either by prepaid recorded delivery or registered post to Five Star Crew or the Client to the address specified in the Booking Confirmation and any such notice shall be deemed to have been received by the addressee at the time of delivery. This clause 12.2 shall not apply to the service of any proceedings or other documents in any legal action.  
12.3 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.  
12.4 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.  
12.5 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

### 13. Severance

If a court or 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-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

### 14. Variation

Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by Five Star Crew.

### 15. Governing Law and Jurisdiction

This Contract shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales