



## Terms & conditions

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES AND PRODUCTS - VALID FROM FEBRUARY 1, 2022

**These Terms set out our and your legal rights and obligations in relation to the Services and Products supplied to you. Please read them carefully, print out a copy for your records and make sure you understand them before purchasing any Services and Products from us.**

### Meanings

1. These words and phrases have defined meanings:

**Contract** – the contract for the supply of the Services and Products, incorporating the Terms;

**Customer Default** - has the meaning give to that term in paragraph 33;

**Intellectual Property** - any invention, patent, utility model right, copyright and related right, registered design, unregistered design right, trade mark trade, name, internet domain name, design right, design, service mark, database rights, topography rights, rights in get-up, rights in goodwill or to sue for passing off and any other rights of a similar nature or other industrial or intellectual property rights owned or used by us in any part of the world whether or not any of the same is registered (or capable of registration), and the right to apply for any of them, in each case in the Work Output;

**Order Confirmation** - an email or another form of written correspondence from us to you acknowledging that your order for the Services and/or Products has been accepted by us under these Terms;

**Privacy Policy** - the terms set out on our Website which set out how we will deal with confidential and personal information received from you;

**Products** - any products sold to you in connection with the Services as set out in the Order Confirmation;

**Services** - the Services sold by us to you as set out in the Order Confirmation;

**Specification** - any description or specification for the Services and/or Products, which is provided to your specific requirements and is agreed between us and you;

**Terms** - the terms and conditions set out in this document (and any terms of use applicable to the Website and the Privacy Policy) which apply to a Contract;

**you** - the person purchasing the Services and/or Products;

**we or us** - Aberdeen & Grampian Chamber of Commerce, a private company limited by guarantee with company number SC000791 and having its registered office at The Hub, Exploration Drive, Aberdeen Energy Park, Bridge of Don, Aberdeen AB23 8GX;

**Website** - our website, on which the Services and Products are advertised; and



**Work Output** - any and all forms of work, including works of authorship, products, documents, materials, discoveries, inventions, programs (including software programs and source code), databases, know-how, methodologies, ideas and designs, in whatever form which are developed, created, written, prepared, devised or discovered by us in the course of providing the Services and/or Products.

2. Unless the opposite is clear from the context:
  - a. all singular words include plural ones and vice versa;
  - b. all references to sub-paragraphs, paragraphs, schedules or appendices are to the ones in the Terms;
  - c. all references to a person includes firms, companies, government entities, trusts and partnerships;
  - d. the term 'including' does not exclude anything not listed;
  - e. all references to statutory provisions include any changes to those provisions; and
  - f. no headings or sub-headings form part of the Terms.

## **Introduction**

3. Where you are placing an order via the Website, you will be asked to agree to these Terms. Please click on the button marked "I Accept". If you refuse to accept these Terms, you will not be able to order any Services and/or Products from the Website.
4. These Terms apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## **USE OF THE WEBSITE AND PERSONAL INFORMATION**

5. Your use of the Website is governed by the Terms.
6. We retain and use all information strictly under the Privacy Policy.
7. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

## **IMPORTANT INFORMATION ABOUT MAKING A PURCHASE**

8. When registering to use the Website, you may set up a username and password. Where this happens, you remain responsible for all actions taken under the chosen username and password and undertake not to disclose your username and password to anyone else and to keep them secret. We shall have no liability to you or any other party should such details become lost or disclosed.
9. You undertake that all information provided to us is accurate, current and complete, and to notify us of any changes which may mean that the information is inaccurate.
10. You authorise us to contact any third party agencies, including credit reference agencies, to verify the accuracy of information provided by you and where you have failed to comply with a request for verification of information from us.



11. You accept responsibility for statements and representations made by your duly authorised agents. It is your responsibility to check that they have identified and are referring to the correct version of the Terms which is current on the date on which the order is placed.
12. The Website is solely for the supply of the Services and/or Products in the UK. Unfortunately, we do not supply to, or deliver to, addresses outside the UK.

#### **HOW THE ORDER IS PROCESSED**

13. For orders placed via the Website, the order process is set out on the Website. Each step allows you to check and amend any errors before submitting the order. It is your responsibility to check that you have used the ordering process correctly.
14. An order by you constitutes an offer by you to purchase the Services and/or Products in accordance with these Terms. After an order has been placed, you will receive an Order Confirmation. Submission of an order does not mean that we have accepted the order for the Services and/or Products. If we are unable to supply the Services and/or Products, for example because any Products are not in stock or no longer available or because of an error in the price, we will inform you of this and will not process the order. If you have already paid for the Services and/or Products, we will refund the amount paid by you for the part of the Services and/or Products not processed by us as soon as reasonably possible.
15. It is your responsibility to ensure that the Order Confirmation is complete and accurate and to inform us immediately of any errors. We are not responsible for any inaccuracies in the order placed by you.

#### **PRICE AND PAYMENT**

16. The price of the Services and Products will be as set out on the Website or as otherwise advised by us to you if not set out on the Website at the time that your order is placed. Prices for Services may be calculated on a fixed price or on a standard daily rate basis.
17. Prices for the Services and Products may change from time to time, but changes will not affect any order that we have accepted. Where you have been a member of Aberdeen & Grampian Chamber of Commerce but you have not renewed your membership at a renewal date, and we have at our sole discretion continued after the passing of such renewal date to charge you prices for the Services and Products at the discounted rate applicable for members, should you not renew your membership within 90 days of such a renewal date, we reserve the right to charge you an amount equal to such member's discount(s) as you may have received since you ceased being a member.
18. The price of the Services and Products includes VAT (where applicable) at the applicable current rate chargeable in the UK at the date of the Order Confirmation. However, if the rate of VAT changes between the date of the Order Confirmation and the date of delivery, you must pay any increase, unless you have already paid for the Services and Products before the change in the rate of VAT takes effect.
19. Unless otherwise agreed between us and you, we will invoice you for the Services and/or Products at the time of ordering and payment for the Services and Products must be made immediately. Payment may be made by most major credit cards or debit cards. Time for payment is of the essence of the Contract.
20. Where the Services are in relation to the provision of a course, training or an event (other than a trade mission event), substitution of delegates attending such course, training or event can



be made at any time. Any orders received less than 24 hours prior to the course, training or event are not guaranteed to include the name of delegates in the delegates list on the day and in relation to a Northern Star Business Awards booking order received less than 7 days prior to the date of that Northern Star Business Awards event is not guaranteed to be included on the table plan for that event. We aim to ensure that the Services are accessible. If you have any special access or dietary requirements please contact us before the course, training or event.

21. You must pay all amounts due under the Contract in full. Where either we or you give notice of termination to the other under the paragraphs 50 or 52 (Termination rights), you must pay all amounts due up to the end of the notice period, but will not be required to pay any more. We will refund any balance outstanding for unperformed Services within 30 days of the date of termination.
22. Without limiting our other rights or remedies, we may terminate the Contract with immediate effect, by giving written notice to you, if you fail to pay any amount due under these Terms on the due date for payment. When this happens, you must immediately pay to us all of our outstanding unpaid invoices and interest, and must immediately pay upon receipt our final invoice.

#### **THE SUPPLY OF SERVICES AND PRODUCTS**

23. All Services and Products are subject to availability. We warrant that the Services will be provided using reasonable care and skill. Where you have provided a Specification for the Services, it remains your responsibility to ensure that the Specification is based on accurate information and the correct choice of Services and Products.
24. Unfortunately, we cannot accept the cancellation or refund of the Contract in the case of Services and Products provided according to a Specification. However, this paragraph will not affect your right to terminate under paragraph 52 (Termination rights).
25. Whilst we will use all reasonable endeavours to meet any performance or delivery dates, any performance dates or deadlines (whether specified by you or us) are estimates and approximate only. We cannot guarantee performance or delivery dates and times and time is not of the essence for performance of the Services or delivery of Products.
26. We have the right to make any changes to the Services and Products which are necessary to comply with any applicable law or safety requirement, or which do not substantially affect the nature or quality of the Services. We will notify you of these changes.
27. Occasionally, the supply of the Services and delivery of Products may be affected by circumstances beyond our control. See paragraphs 38 to 40 (Circumstances beyond our control) for our responsibilities when this happens.

#### **TITLE AND RISK**

28. The risk in the Products shall pass to you on delivery.
29. Title to the Products shall not pass to you until we have received (in cleared funds) payment in full for the Products.

#### **YOUR RESPONSIBILITIES**



30. You must:
- a. co-operate with us in all matters relating to the Services and Products; procure that your delegates attending a course, training or an event conduct themselves in a professional manner; and procure that your delegates attending a trade mission event have their own passport, visa (if applicable), health and travel insurance and make your own assessment regarding the appropriateness and risk of travel to any destination (we do not warrant the safety of travel in any respect);
  - b. provide us, our employees, agents, consultants and subcontractors, with access to your property, office, accommodation and other facilities as reasonably required by us in order to provide the Services and/or deliver the Products;
  - c. provide us with any information and materials as we may reasonably require in order to supply the Services, and ensure that such information is accurate;
  - d. obtain all necessary licences, permissions and consents or other approvals and carry out any tasks which may be required by law or reasonably required by us before the date on which the Services are to start and any Products delivered; and
  - e. comply with all applicable laws and regulations. We will not be liable or responsible to you if the provision of the Services or any Products breaches any local law or regulation.
31. If the Services are prevented, delayed or affected by your failure to carry out any of your responsibilities set out in paragraph 30 or any other task reasonably required by us, this failure will be a Customer Default.
32. If there is a Customer Default:
- a. we will have the right to suspend performance of the Services and delivery of any Products until you remedy the Customer Default; and
  - b. if you fail to remedy a Customer Default promptly following our request, we can, without limiting our other rights or remedies, terminate the Contract with immediate effect on written notice to you; and
  - c. we will not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations, to the extent the failure or delay is caused by a Customer Default; and
  - d. to the extent permitted by law, we can seek to recover from you any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default, including the termination of the Contract.

## **OUR LIABILITY**

33. If we are in breach of the Contract and you suffer loss or damage directly as a result of our breach of the Contract, we will be responsible for such loss or damage suffered which is foreseeable as a result of our breach of the Contract, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the breach or if the loss was contemplated by the parties at the time the order was accepted by us.
34. Where we provide the Services or install any Products in your property, office, accommodation and other facilities, we will make good any damage to your property caused by us in the course of providing the Services or installing the Products. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property, office, accommodation and other facilities discovered in the course of performance.
35. We supply the Services and Products for your use in relation to your business. You agree not to use the Services and Products for any re-sale purpose and we have no liability to you for



any loss or damage suffered as a result of any re-sale of the Services and/or Products including any loss of profit, loss of business, business interruption, or loss of business opportunity.

36. We do not exclude or limit in any way our liability for:

- a. death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or
- b. misrepresentation which amounts to a breach of schedule 1 of the Unfair Terms in Consumer Contracts Regulations 1999.

37. Subject to paragraph 36:

- a. we shall under no circumstances whatsoever be liable to you, whether in contract, delict, tort (including negligence, breach of statutory or other duty), or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract;
- b. our total liability to you in respect of all loss and damage arising under or in connection with a Contract, whether in contract, delict, tort (including negligence, breach of statutory or other duty), or otherwise, shall in no circumstances exceed the price paid or payable (or would have been payable) by you for the Services and/or Products relating to that Contract; and
- c. any claim in respect of the provision of the Services must be brought by you within 3 months from the date of completion of the Services. We will not be liable to you in respect of any claims brought by you outside such period.

#### **CIRCUMSTANCES BEYOND OUR CONTROL**

38. We will not be liable for any failure or delay in performing our obligations under these Terms where such failure or delay results from any cause that is beyond our reasonable control.

39. In the event of circumstances beyond our control that affect the performance of our obligations under these Terms:

- a. we will contact you as soon as reasonably possible to notify you. Our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the circumstances beyond our control. Where necessary, we will contact you to arrange a new date to begin the Services and/or deliver the Products after the circumstances beyond our control are over; and
- b. if you no longer wish to buy the Services and Products, you may cancel the Contract under paragraph 41(b) (Your cancellation rights).

40. If the circumstances beyond our control continue for longer than 1 week, we will cancel the Contract, and refund any money paid by you in advance.

#### **Your cancellation rights**

41. You may cancel an order:

- a. subject to paragraphs 42, 46, 47 and 48, before any Services are performed and any Products are delivered or;
- b. as a result of circumstances beyond our control under paragraphs 38 to 40 (Circumstances beyond our control); or
- c. if we change these Terms to your material disadvantage under paragraphs 54 and 55 (How these Terms can be changed).



42. Subject to paragraphs 46, 47 and 48, notice of cancellation of the Services and/or Products must be served before the date of the provision of the Services and/or delivery of the Products by telephone or email. Where such cancellation takes place more than or equal to 21 days prior to the date of the provision of the Services and/or delivery of the Products, the order payment shall be refunded. Where such cancellation takes place between 20 days and 7 days (inclusive) prior to the date of the provision of the Services and/or delivery of the Products, 50% of the order cost will be payable or should payment have been made in advance 50% of the order payment shall be refunded. Where such cancellation takes place less than 7 days prior to the date of the provision of the Services and/or delivery of the Products, 100% of the order cost will be payable or should payment have been made in advance no refund shall be made.
43. Subject to paragraph 44, re-scheduling of the date of the provision of the Services and/or delivery of the Products or amending the Services and/or Products may be possible, subject to availability. Where such re-scheduling or amendment takes place between 20 days and 7 days (inclusive) prior to the original date of the provision of the Services and/or delivery of the Products, an additional 25% of the order cost will be payable. Where such re-scheduling or amendment takes place less than 7 days prior to the original date of the provision of the Services and/or delivery of the Products, an additional 50% of the order cost will be payable. Any secondary and subsequent requests to re-schedule or amend the Services and/or Products will be treated as a new order.
44. Where the provision of the Services and/or delivery of the Products involves a Specification, where re-scheduled or amended at your request at any time with our agreement, we reserve the right to levy an additional administration charge equal to 10% of the original order cost. Where the provision of the Services involves a trade mission event, no re-scheduling is available.
45. Where the Services and/or Products are cancelled and/or re-arranged at short notice by us, we will make every effort to re-schedule the provision of the Services and/or delivery of the Products to an alternative date. Any monies paid by you will be used to cover payment of the re-scheduled Services and/or delivery of the Products. Should the new date be unsuitable to you, we shall issue a credit note to you for use against future orders.
46. Notice of cancellation of your order in relation to a Northern Star Business Awards event must be served by you in writing before the date of that Northern Star Business Awards event. Where such cancellation takes place more than or equal to 21 days prior to the date of that Northern Star Business Awards event, 50% of the order cost will be payable or should payment have been made in advance 50% of the order payment shall be refunded. Where cancellation takes place less than 21 days prior to the date of that Northern Star Business Awards event, 100% of the order cost will be payable or should payment have been made in advance no refund shall be made.
47. Notice of cancellation of your order in relation to Services involving a trade mission event must be served by you in writing before the date of that trade mission event. Where such cancellation takes place more than or equal to 49 days prior to the date of that trade mission event, the trade mission administration fee shall be refunded less an amount equal to the proportion of the communal costs incurred up to the date of cancellation which are directly or proportionately attributable to you (where such proportion of communal costs exceeds the trade mission administration fee you shall pay to us that excess). Where cancellation takes place less than 49 days prior to the date of that trade mission event, the trade mission administration fee shall remain payable and shall not be refunded, in addition you shall pay to us an amount equal to the proportion of the communal costs incurred up to the date of cancellation which are directly or proportionately attributable to you.



48. Notice of cancellation of your order in relation to Services involving a media publication booking (including adverts, inserts, web adverts and web links) must be served by you in writing before the booking deadline date. Where such cancellation takes place more than or equal to 7 days prior to the date of that booking deadline date, 50% of the order cost will be payable or should payment have been made in advance 50% of the order payment shall be refunded. Where cancellation takes place less than 7 days prior to that booking deadline date, 100% of the order cost will be payable or should payment have been made in advance no refund shall be made.
49. We will confirm the cancellation in writing. Where you have paid for the Services and Products and a refund is due we will refund appropriate amount.

### **TERMINATION RIGHTS**

50. You can terminate this Contract immediately by giving written notice to us if:
- a. we commit any breach of any of these Terms and, if the breach is capable of remedy, fail to remedy it within 7 days after being given written notice giving details of the breach and requiring it to be remedied;
  - b. we amend these Terms to your material disadvantage;
  - c. we are dissolved, cease to conduct substantially all of our business or become unable to pay our debts as they fall due;
  - d. where we are a company, a receiver is appointed over any of our property or assets;
  - e. we make a voluntary arrangement with our creditors or, being a company, become subject to an administration order (within the meaning of the Insolvency Act 1986); or
  - f. being a firm, we have a bankruptcy order made against us or, being a company, go into liquidation.
51. We can terminate the Contract immediately by giving you written notice if:
- a. you commit any breach of any of these Terms and, if the breach is capable of remedy, fail to remedy it within 7 days after being given written notice giving details of the breach and requiring it to be remedied;
  - b. you have a bankruptcy order made against you; or
  - c. you do not remedy a Customer Default promptly as set out in paragraphs 30 to 32 (Your responsibilities) or if you do not make a payment on its due date as set out in paragraphs 16 to 22 (Price and payment).
52. Termination of this Contract will not affect either party's accrued rights (including rights to be paid) as at the date of termination.

### **IMPORTANT INFORMATION ABOUT THE SERVICE PROVIDER**

53. We operate the Website [www.agcc.co.uk](http://www.agcc.co.uk). We are a company registered in Scotland and our registered VAT number is 265 3165 59.

### **HOW THESE TERMS CAN BE CHANGED**

54. It may be necessary for us to revise these Terms from time to time, including for the purposes of:
- a. changes in how payments are accepted; or





b. changes in relevant laws and regulatory requirements which apply to the Services and/or Products.

55. Every time you place an order for Services and/or Products, the Terms in force at that time will apply to the Contract.

## **COMPLAINTS**

56. If you are not wholly satisfied with the service you receive from us, please tell us. If you do not complain, we cannot fix a problem. Complaints will be investigated by us and corrective action will be taken as is appropriate. Complaints can be addressed to us via e-mail at [complaints@agcc.co.uk](mailto:complaints@agcc.co.uk) or by writing to Complaints, The Hub, Exploration Drive, Aberdeen Energy Park, Bridge of Don, Aberdeen AB23 8GX.

## **MISCELLANEOUS**

57. This agreement contains the whole agreement between the parties relating to its subject matter. We own all Intellectual Property rights in or arising out of or in connection with the Services and Products.

58. We may transfer our rights and obligations under these Terms to another person or organisation, and will always notify you in writing if this happens, but this will not affect your rights.

59. This agreement is between us and you. No other person shall have any rights to enforce any of its terms. Where we sell you a Product, and where it is possible for us to assign that right to you, you have the right to enforce the manufacturer's guarantee in relation to that Product.

60. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

61. Any failure by us to insist you perform any obligation or failure or delay by us in enforcing our rights does not mean that we have waived our rights against you. Any waiver by us will be in writing.

62. These Terms will be governed by and interpreted according to Scots law. This means any Contract for the purchase of Services and Products, the Website and any dispute or claim arising out of or in connection with it will be governed by Scots law. All disputes arising under them will be subject to the exclusive jurisdiction of the Scottish courts.

**February 1, 2022**