



## Supplier Terms and Conditions

No work should be undertaken by you ("the Supplier") and no liability is accepted by The MotivAction Group plc ("the Company") without a properly completed and authorised purchase order ("Order") and by you the Supplier acknowledging the Order by email.

Please ensure that all correspondence including your invoice quotes the Company Purchase Order Number as no invoice will be paid without this information.

Any purchase order raised by the Company is under the following conditions:

### 1. PERFORMANCE

It is essential to the Order that the equipment and/or services ordered are supplied strictly to the times and dates stated by the Company and to the expected quality. The Company reserves the right to withhold all or part of the payment if the Supplier fails to meet such specified times and dates and/or fails to deliver to the expected quality. If the Company refunds money to its client due to the Supplier's performance then the Company reserves the right to withhold all or part of the payment and/or charge compensation.

Where the Company and the Supplier ("the parties") agree to add to or otherwise change the content of an Order then the Supplier shall first obtain the prior written consent of the Company to such change(s) and any associated costs before commencing any further work.

### 2. PAYMENT

Provided the equipment and/or services are supplied in accordance with this Order the Company will pay all correct invoices at the end of the month following the month of the submission of the invoice. Invoices raised more than 60 days after the provision of goods or services will not be accepted and will not be paid in any circumstances. Amounts above the level of the purchase order will only be accepted if it has previously been agreed in writing between the two parties.

### 3. INSURANCE

The Supplier must provide a copy of its Public and Product Liability Insurance Certificate of not less than £2 million and all risk assessments or any other relevant documentation or certification prior to any work being undertaken. These documents must be approved by the Company's Health and Safety Officer.

### 4. CONFIDENTIALITY and THE DATA PROTECTION ACT 1998

The Supplier shall treat all information provided by the Company or the Company's client as confidential and shall only use, hold and process such information for the purpose of performing the Order. Any employee data provided by the Company shall be held by the Supplier in compliance with the Data Protection Act 1998. The Supplier shall not publicise any information in connection with this Order without the Company's prior written consent.

### 5. ASSIGNMENT AND SUB-CONTRACTING

The Supplier shall not assign or sub-contract any part of this Order without the Company's prior written consent. In the event that the Company agrees to an assignment or an appointment of a sub-contractor the Supplier shall still remain fully responsible for performance of this Order.

### 6. SAFETY

The Supplier shall at all times conform to the safety instructions issued by the Company. The Supplier will comply with the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999 and the Provision and Use of Work Equipment Regulations 1998, any re-enactment or amendment of these and any other relevant legislation. If there are any special health and safety requirements associated with an Order, the Supplier must highlight those requirements to the Company prior to acceptance of the Order.

### 7. SHOWMAN GUILD RIGHTS

Showman guild rights will not be claimed on this site or event by the Supplier named in the contract or any tenants and/or subcontractors the Supplier contracts with.

### 8. NON COMPETE

The Supplier undertakes and agrees not to, at any time either prior to, during or after termination of the Order, either directly or indirectly, without prior written consent of the Company contact the Client (through any means of communication and on any subject matter) or use or permit (to the extent that it is within its control) the use of the confidential information to compete with the Company or in any manner which may injure or cause loss to the Company. Any attempt by the Client to approach the Supplier directly must be declared to the Company as soon as practically possible.

9. The MotivAction Group plc is committed to working with our staff, clients, venue partners and suppliers to promote a fully integrated sustainability agenda.

### 10. LAW

This Order shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

Please refer to the confirmation and itinerary document for full details of the Order.

(Reference: Supplier Terms 01/05/11)

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