

# TERMS & CONDITIONS OF BUSINESS

Version\_3\_2018



Science Made Simple Ltd

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## 1. Your Order

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**Your order for our services must be confirmed in writing by post or email.** Your written confirmation indicates that you accept our quote, the details of the services that we are to provide and the timescale to which we will work. These are detailed separately in an email/letter or booking form that will be sent to you prior to your order.

Your confirmation also indicates that you accept the terms and conditions laid out below and agreement that you are entering into a contract with Science Made Simple Ltd.

## 2. Contract Period

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The contract shall commence from the date of your order confirmation and shall terminate on the delivery of the product ordered, unless agreed by both parties in writing.

## 3. Customer's Responsibilities

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- 3.1 It is the event organiser's responsibility to ensure that a suitable venue is chosen for Science Made Simple Ltd to deliver the agreed programme;
- 3.2 The event venue should be suitable for the number of people attending and should satisfy both local authority and national health and safety guidelines;
- 3.3 Science Made Simple Ltd should be briefed on any evacuation or emergency procedures prior to the event taking place;
- 3.4 For festival events or public performances, an event staff member or venue staff member should attend all performances and should be fully briefed on any evacuation or emergency procedures. It is their responsibility to respond to any evacuation or emergencies that occurs during the event;
- 3.5 If at any time Science Made Simple Ltd feels the audience's health and safety is at risk, the event will be stopped until the problem is resolved.

**In addition to the above, schools hosting events or venues hosting events attended by schools should also ensure the following are adhered to:**

- 3.6 Pupils attending the event should be accompanied by an appropriate number of teachers/adults. We recommend a minimum of one teacher per class (max. 35 pupils). Please refer to our Safeguarding Children information at [sciencemadesimple.co.uk/shows/safeguarding-children](http://sciencemadesimple.co.uk/shows/safeguarding-children)
- 3.7 The behaviour of pupils attending an event is the responsibility of the accompanying teachers/adults; accompanying adults must take appropriate action to restrict unacceptable behaviour;
- 3.8 Venues hosting events attended by schools should ensure the above is communicated to the teachers/adults prior to the event.

## 4. Insurance

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Science Made Simple Ltd is covered by **£1,000,000 professional indemnity** insurance and **£5 million public liability** insurance. We recommend that you review your own insurance and ensure that it protects you for the duration of this contract and the terms and conditions listed.

## 5. Intellectual Property Rights

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Intellectual property rights remain with Science Made Simple Ltd on all original work produced for the contract, unless agreed otherwise in writing.

- 5.1. No unauthorised filming, copying, editing or lending of material produced for the contract is allowed without written permission from Science Made Simple Ltd.
- 5.2. Science Made Simple Ltd material produced for the contract cannot be sold on to third parties without written permission from Science Made Simple Ltd
- 5.3. Science Made Simple Ltd reserves the right to use any material produced for the contract for its own promotional needs (e.g. press, web or other media)
- 5.4. When an existing Science Made Simple Ltd show is purchased, the client must sign a contract agreeing to specific guidelines regarding permission for performance. This will be issued as a separate written agreement specific to the contract.

## 6. Payment Terms

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Payment shall be upon invoice. Our payment terms are 28 days from date of invoice.

Electronic payment is requested where possible but payment may also be made by cheque drawn upon a UK bank, or a UK branch of a foreign bank. All payments must be in pounds Sterling, and currency conversion costs must be met by the client.

The information required for electronic payment will be supplied by Science Made Simple Ltd on the invoice sent to you.

Overdue invoices may attract interest charges applicable on the day that the invoice becomes overdue. Please note, we understand and will exercise our statutory right to interest and compensation for debt recovery costs under current late payment legislation if we are not paid according to agreed credit terms. Further details can be found at [www.payontime.co.uk](http://www.payontime.co.uk)

Commissions requiring development work and/or equipment procurement may require stage payments and/or payment in advance of work commencing. Advance or staged payments will be agreed in a document separate to this. If payment in advance is required, no work will commence on the project for which such payment is required until the full amount of the advance payment agreed has been received and cleared into the company bank account. Science Made Simple Ltd will accept no liability for delays to projects arising from late payment or non-receipt of advance payments or staged payments.

## 7. Delivery

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Whilst all reasonable steps will be taken by Science Made Simple Ltd to ensure that delivery times agreed for goods or services are met this may not always be possible due to circumstances outside Science Made Simple Ltd control, or due to technical difficulties unforeseen at the time of ordering.

**Science Made Simple Ltd will not accept any liability arising out of delayed or non-delivery due to:**

- 7.1 acts of aggression by foreign powers, acts of terrorism, civil unrest or commotion, industrial action, criminal activity, accidents involving the release of radioactive material, road, rail, air or shipping accidents or damage to or the destruction of Science Made Simple Ltd and equipment by any means whatsoever;
- 7.2 the death, injury or illness of any principal, partner or employee of Science Made Simple Ltd or the death, injury or illness of any close relative of any principal, partner or employee of Science Made Simple Ltd;
- 7.3 non-receipt of any payments in advance that have been agreed by the client;
- 7.4 late or non-delivery by suppliers or subcontractors;
- 7.5 failure of clients (or any agent or subcontractor of a client) to provide information or materials required for the completion of any work by Science Made Simple Ltd, or the late delivery of any such information or materials;
- 7.6 the non-availability of materials, sub assemblies or components required by Science Made Simple Ltd to complete any project;
- 7.7 any other cause beyond the control of Science Made Simple Ltd and not specified above, e.g. Force Majeure.

## 8. Cancellation by the Customer

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Cancellation of the contract should be done in writing by email or post stating reasons for terminating the contract. The following fees apply:

### 8.1 Cancellation terms if cancelled by customer - standard show bookings

Cancellation of the contract with:

**0 - 14 days' notice** of the confirmed show date will result in fees amounting to 100% payment of contract plus any associated costs incurred (accommodation, advance purchase travel, etc.)

**15 - 31 days' notice** of the confirmed show date will result in fees amounting to 50% payment of contract plus any associated costs incurred (accommodation, advance purchase travel, etc.)

**32 + days' notice** of the confirmed show date will result in no fee, but any costs incurred in advance relating to the booking (accommodation, advance purchase travel, etc.) will be charged.

### 8.2 Cancellation terms if cancelled by customer - training work, theatre shows, international bookings, consultancy & development work

Cancellation of the contract with:

**0 - 30 days' notice** of the event/project deliverable will result in fees amounting to 75% of project costs plus expenses incurred

**31 - 60 days' notice** will result in fees amounting to 50% of the project costs plus expenses incurred

**61+ days' notice** will result in an admin charge of £150 plus expenses incurred.

Cancellation charges may be waived at the discretion of Science Made Simple Ltd depending on the circumstances surrounding the cancellation.

## 9. Cancellation by Science Made Simple Ltd

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In the event of cancellation or non-delivery caused by 7.1 - 7.7 above, we will endeavour to rearrange delivery at a mutually convenient time to both parties.

In the event of cancellation or non-delivery caused by reasons not outlined in 7.1 - 7.7 above, and/or a mutually convenient date cannot be arranged for delivery, then Science Made Simple Ltd will return any customer payments made in relation to the aspect of the work that has not been done.