# Terms of Business

**QuanTech Partners Ltd, trading as QTP Events**

Company no. 13155867 · Registered office: 20–22 Wenlock Road, London N1 7GU

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**How QTP works, in brief.** QTP finds venues and services for its clients and helps them arrange events. QTP acts as the client's agent. Each booking is a contract directly between the client and the supplier, and the client pays the supplier. Suppliers pay QTP commission. QTP is not a party to any booking and is not liable for either side's obligations under it.

Part A applies to everyone. Part B also applies to Suppliers. Part C also applies to Clients.

## Part A – General terms

### 1. Definitions

**QTP** means QuanTech Partners Ltd, trading as QTP Events.

**Client** means the business or organisation for which QTP makes an enquiry or arranges a Booking.

**Supplier** means any venue, hotel, destination management company or other provider of goods or services that QTP contacts for a Client.

**Introduction** means QTP's first communication to a Supplier about an enquiry, event or Client, whether or not the Client is named in it.

**Booking** means any reservation, order or contract between a Supplier and a Client that results from an Introduction. It includes any later changes and additions.

**Event** means the event, meeting or trip that a Booking is for.

### 2. QTP acts as agent only

2.1 QTP acts only as an intermediary and as the Client's agent. QTP never acts as a principal, buyer, seller or customer.

2.2 QTP will give the Supplier the Client's name before any Booking is confirmed. Until then, QTP still acts for a client and not on its own account.

2.3 A Supplier document may name QTP, for example as “company”, “customer”, “organiser”, “booker” or “contact”. Any such naming is for reference only and identifies QTP as the Client's agent. It does not make QTP a party to the Booking or liable under it.

2.4 QTP may pass on a Client's acceptance, confirm a Booking, sign a document, or give numbers or instructions. When it does, it acts only as agent for and on behalf of the Client. Any signature by QTP is given “for and on behalf of [the Client], as agent only”, whether or not those words appear.

### 3. QTP's liability

3.1 QTP will act with reasonable care and skill, and will pass on enquiries, information and instructions in good faith.

3.2 QTP does not own, operate or control any Supplier. Suppliers are independent businesses. QTP is not liable for anything a Supplier or a Client does or fails to do.

3.3 QTP's total liability for all claims relating to any one Event, however they arise, is limited to the total commission and fees QTP has received for that Event.

3.4 QTP is not liable for any loss of profit, revenue or business, loss of opportunity or goodwill, damage to reputation, or any indirect or consequential loss.

3.5 Nothing in these terms limits or excludes liability for death or personal injury caused by negligence, for fraud, or for anything else that cannot lawfully be limited or excluded.

3.6 QTP's directors, employees and representatives are not personally liable to any Client or Supplier for anything done on QTP's behalf. They may rely on this clause 3 and on clause 15.

## 4. Confidentiality and data protection

4.1 Everyone will keep confidential any non-public business information they receive under these terms, unless the law requires it to be disclosed.

4.2 Everyone will comply with UK data protection law, and any other data protection law that applies to them, when handling personal data about Clients, guests or attendees. Personal data will be used only to arrange and deliver the Event.

## 5. Acceptance and duration

5.1 These terms apply to anyone who deals with QTP after receiving them or being referred to them. No signature is needed.

- A Supplier accepts them by, for example, providing a quote, holding space or accepting a Booking.
- A Client accepts them by, for example, asking QTP to make enquiries, accepting a proposal, or confirming a Booking.

For larger Events, QTP may also ask a Client to confirm by email that it accepts these terms before QTP starts work or confirms anything.

5.2 Anyone who does not agree to these terms must tell QTP in writing before taking any of those steps. Otherwise these terms apply.

5.3 These terms apply from the first enquiry or Introduction until every Booking is complete and all commission has been paid.

5.4 Anyone may stop future dealings with QTP by giving written notice. These terms continue to apply to enquiries, Introductions and Bookings made before the notice.

## 6. These terms take priority

6.1 Where they concern QTP, these terms take priority over any other terms, including those in proposals, contracts, terms and conditions, purchase orders, invoices or emails. A Supplier's own terms apply only between that Supplier and the Client.

6.2 Any change to these terms must be in writing, refer to these terms, and be agreed by a director of QTP. An email can be used.

## 7. General

7.1 Nothing in these terms creates a partnership or joint venture.

7.2 If any clause is found to be invalid, the rest of these terms still apply.

7.3 No one other than QTP, the Supplier or Client concerned, and (for clauses 3 and 15) QTP's directors, employees and representatives has any right to enforce these terms under the Contracts (Rights of Third Parties) Act 1999. A Client cannot enforce Part B, and a Supplier cannot enforce Part C.

7.4 Notices may be sent by email to the address last used in dealings with QTP.

7.5 QTP works only with businesses and organisations, not consumers.

### 8. Governing law and jurisdiction

8.1 These terms, and any dispute arising from them, are governed by the law of England and Wales.

8.2 The courts of England and Wales have exclusive jurisdiction. However, QTP may bring a claim for unpaid commission in the courts of the country where the Supplier is based.

## Part B – Terms for Suppliers

### 9. Contracts and invoices

9.1 Every Booking is a contract directly between the Supplier and the Client. QTP is not a party to it.

9.2 The Supplier must issue every proposal for acceptance, contract, confirmation, deposit or prepayment request, and invoice in the Client's full legal name and address. On request, it will reissue any document that names QTP instead.

9.3 The Supplier is responsible for assessing the Client's creditworthiness, and for taking any deposit, prepayment or guarantee it needs from the Client. It does not rely on QTP's credit or financial standing.

9.4 The Supplier is responsible for the accuracy of its own proposals and information, and for delivering the services it agrees to provide.

### 10. QTP is not liable for the Client's payments

10.1 QTP is not liable for any amount payable by a Client under or in connection with a Booking. This includes:

- fees and charges
- deposits and prepayments
- cancellation and attrition charges
- damage
- interest, late-payment compensation and debt collection costs.

10.2 The Supplier will not claim any such amount from QTP, or instruct any third party to do so. This includes a debt collection agency. The Supplier will not report QTP to any credit reference agency for any such amount.

10.3 If the Supplier breaches clause 10.2, it will repay QTP's reasonable costs of responding, including legal costs.

10.4 If asked, QTP may help, for example by passing correspondence to the Client. It does so as a courtesy only, and it does not mean QTP accepts any responsibility for payment.

### 11. Commission

11.1 The Supplier will pay QTP commission on every Booking. The rate is the rate agreed in writing for that Booking. If no rate has been agreed, the rate is 12% of the Commissionable Value.

11.2 **Commissionable Value** means the total amount payable by the Client for the Booking, excluding VAT, calculated on the greater of the contracted value and the final spend. It includes any cancellation or attrition charges the Supplier keeps. It excludes any items that QTP has agreed in writing are not commissionable.

11.3 Commission is payable on:

- the Booking, and any changes or additional services the Client books for that Event
- any other booking the Client, or any company in the Client's group, makes with the Supplier within 24 months of the Introduction, whether it is made through QTP or directly.

The Supplier will not encourage a Client to book directly in order to avoid paying commission.

11.4 Within 14 days after the Event ends, the Supplier will send QTP a statement of the final net spend, or a copy of its final invoice to the Client.

11.5 QTP will invoice its commission after the Event. The Supplier will pay each invoice within 30 days of its date, in the invoice currency, to the account shown on it, without set-off or deduction. If the Client has not paid the Supplier by then, commission is due within 14 days of the Supplier receiving payment.

11.6 Commission is subject to VAT where applicable. If payment is late, QTP may charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998.

11.7 Where QTP shares a Booking with a destination management company or another intermediary, commission is split as agreed in writing between them.

11.8 The Supplier will not disclose QTP's commission rates or amounts to any Client or third party without QTP's written consent. The Supplier acknowledges that QTP tells its Clients that it receives commission from Suppliers.

## Part C – Terms for Clients

### 12. QTP's services

12.1 QTP finds and recommends venues and Suppliers, obtains and negotiates proposals, passes on information and instructions, and supports the Client's planning. QTP does not provide the venue or event services itself.

12.2 QTP chooses and recommends Suppliers in good faith. The Client decides which Suppliers to book.

### 13. How QTP is paid

13.1 QTP is paid by commission from Suppliers, usually a percentage of the value of each Booking. The Client agrees that QTP may receive and keep this commission.

13.2 The Client does not pay QTP a fee unless one is agreed in writing before the work starts.

### 14. The Client's contracts with Suppliers

14.1 Each Booking is a contract directly between the Client and the Supplier. The Client should read each Supplier's contract and terms before confirming, and should sign Supplier contracts itself.

14.2 QTP will confirm a Booking, or pass on the Client's acceptance, only when the Client instructs it to in writing. An email can be used. Any confirmation QTP gives on the Client's instruction binds the Client.

14.3 The Client is solely responsible for paying the Supplier everything due under each Booking, on time. This includes deposits, prepayments, final balances, extras, cancellation and attrition charges, and any damage caused by the Client or its guests.

14.4 The Client is responsible for giving accurate information, numbers and decisions by the deadlines in each Supplier's contract. Late changes may lead to Supplier charges.

### 15. The Client protects QTP

15.1 The Client will indemnify QTP, and its directors, employees and representatives, against all reasonable losses, liabilities, claims, demands, damages, costs and expenses, including reasonable legal, professional, court and debt collection costs, arising from:

- a Supplier, or anyone acting for a Supplier, seeking payment, compensation or damages from QTP in relation to a Booking or Event arranged for the Client

- the Client failing to pay a Supplier, or breaching a Supplier's contract, including cancellation, attrition, reduced numbers, damage and additional charges
- the Client's instructions, decisions or approvals, or any inaccurate or missing information from the Client
- any claim by a third party arising from the Client's Event, its guests' attendance or activities, or their use of a Supplier's premises or services

except to the extent the loss is caused by QTP's own negligence or breach of these terms.

15.2 This includes QTP's reasonable costs of responding to, defending, settling or resolving a claim, whether or not legal proceedings start.

15.3 QTP will tell the Client about any such claim as soon as reasonably practicable, and will take reasonable steps to limit its losses.

15.4 Nothing in this clause requires the Client to indemnify QTP for any liability that cannot lawfully be transferred.

## 16. Venue recommendations, site visits and Supplier services

16.1 Each Supplier is responsible for its own premises, facilities, staff, equipment and services.

16.2 Information about a Supplier, including descriptions, photographs, specifications, availability, facilities and prices, is given in good faith and usually comes from the Supplier. QTP does not guarantee that it is accurate, complete or still available.

16.3 Site visits, inspections and recommendations help the Client judge whether a venue is suitable. They are not a guarantee or certification by QTP of the venue's condition, safety, compliance, facilities or future performance.

16.4 The Client is responsible for its own assessment and approval of each venue and Supplier, and for checking that they meet its requirements, before confirming a Booking.

16.5 QTP is not liable for any defect, accident, injury, loss, damage, cancellation, disruption or poor performance arising from a Supplier's premises, facilities, services, staff or equipment, or from a Supplier becoming insolvent, except to the extent caused by QTP's own negligence or breach of these terms.

16.6 The Client's rights and remedies for a Supplier's failure are against that Supplier. If asked, QTP will give reasonable help in raising or resolving the issue, without taking on the Supplier's obligations.