

# Terms and Conditions

Version 2023.2 / Updated 18 July 2023

The following terms and conditions are applicable for any entity (the "client") that has received an invoice from Scouts EMS. Scouts EMS is a trading name of The Manta Group Limited ("we"/"us"/"our"), registered at Town House Farm, Clotton, Tarporley, CW6 0EG (14341667). Contact details are available at [scouts-ems.com](https://scouts-ems.com).

## 1. Quotations, agreements and invoices

- 1.1. All fees are subject to VAT, and will be issued in GBP.
- 1.2. All fees are presented on our website, or a document, or via email.
- 1.3. All fees presented are subject to change in the future as we see fit.
- 1.4. The license fee is defined as the fee quoted for a user to access our online platform.
- 1.5. The wristband fee is defined as the fee quoted for a user of our platform to be provided with a wristband.
- 1.6. Once we are notified of confirmation to proceed, we will issue an invoice detailing the license fee which will be delivered via email.
- 1.7. By notifying us of this confirmation to proceed, the individual notifying us of this confirmation to proceed - via email, recorded telephone call, or text message - is confirming that they are authorised to commit to the services, commit to the expenditure, and are authorised to act, on behalf of the client now and in the future, until we are otherwise notified.
- 1.8. If, after the invoice for the license fee is issued but before payment is made, the client wishes to cancel our services, cancellation is possible, however is subject to a cancellation fee of £100 plus VAT.

## 2. Payments

- 2.1. We will require full payment of the license fee immediately upon receipt of our invoice, unless otherwise specified. Set up of your event within our platform not commence until we receive payment.
- 2.2. Should payment of the license fee not be made within 14 days of the date shown on the invoice issued, this will lead to cancellation, and will be subject to a cancellation fee of £100 plus VAT.
- 2.3. The wristband fee will may be estimated by us at any time, but will not be confirmed until the wristband order has been placed with us by the client. We will require full payment of the wristband fee immediately upon receipt of our invoice, unless otherwise specified. The production of wristbands will not begin until we receive payment.
- 2.4. We prefer all payments where an invoice is issued in advance to be made via Bank Transfer (BACS) using the details on the invoice.
- 2.5. No refunds, partial or full, will be issued for any payments made, even in the event your event is cancelled or postponed.
- 2.6. Failure to make payment may result in the suspension of services, additional charges, or cancellation by us.

## 3. Services

- 3.1. We provide an online platform that may be can to take bookings and manage individuals that have booked to attend an event. This platform has been created for use by many events, and is therefore, in some places, rigid in terms of flexibility and aesthetic.
- 3.2. Where a client wishes to extend the functionality or alter the aesthetic of our platform, we will notify the client in advance that this will be subject to an additional fee, which can be considered and accepted, or declined. In the event of a dispute arising as to whether the platform satisfies the specification agreed, we will consider the dispute and make a fair decision that shall be final and binding.
- 3.3. Our team will require information from the organisation to set up the platform for use. This needs to be provided in text and imagery, ideally via our onboarding system which will be shared with you.
- 3.4. Platform access will be given to the event organiser, and it is the responsibility of this individual(s) to share further access.
- 3.5. We require the client to work with us in a timely and suitable manner, communicating and delivering feedback and assets in the format required.
- 3.6. We will endeavour to provide all work within reasonable and any approximate or agreed timeframes, however there is no guarantee.

- 3.7. The client shall not supply any information which infringes the Intellectual Property Rights of a third party, or is fraudulent, offensive, abusive, defamatory, obscene or menacing or causes annoyance, inconvenience or needless anxiety or constitutes unsolicited advertising or promotional material.
- 3.8. The client guarantees that any asset delivered to us for use within our work is owned by the client, or that the client has permission from the rightful owner to use each of these elements.
- 3.9. Our team will have access to the platform at all times, and by using our services, you are agreeing that this data will be accessible by us, yet the client is the owner of the data added into the platform by the client or the individuals that are given access to the platform by the client.
- 3.10. We will endeavour to supply a service that is available at all times by those who have access to the internet. However, the client understands that we may use a third party to supply some or all of these services and therefore we are not in full control of the promptness of any technical assistance that is required should an issue arise, and equally cannot guarantee the service will be available at all times. If maintenance to the infrastructure is required, we will give at least 7 days notice, and will endeavour to ensure any time that the website or application is not available is kept to an absolute minimum.
- 3.11. We do not accept any responsibility for the mistakes or actions of any third party including payment gateway providers, website and application hosting suppliers, or wristband suppliers.

## 4. Support

- 4.1. All support queries, including but not limited to: access issues, advice, guidance, and broken functionality, must be reported via our online support ticket system available at [scouts-ems.com/support](https://scouts-ems.com/support), rather than by phone call. Our online support ticket system will prioritise support requests, and we will respond to these at our earliest convenience, and within our normal office hours.

## 5. Termination

- 5.1. Should a client wish to terminate our services, we will require this in writing.
- 5.2. Either party may terminate any agreement immediately and without notice if either entity enters into administration or liquidation.
- 5.3. We may terminate any agreement immediately and without notice if any invoice becomes more than 60 days overdue, or if a client fails to cooperate.

## 6. Indemnity and Limitation of Liability

- 6.1. We shall not be liable for failure to perform any services if such failure is as a result any extraordinary event or circumstance beyond our reasonable control. This is known as force majeure.
- 6.2. We cannot be held liable to the client for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with our services.

## 7. Severance

- 7.1. If any clause (or part of a clause) within these terms and conditions is found by any court or administrative body of a competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

