



Terms and conditions

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES - VALID FROM 10 DECEMBER 2025

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

MEANINGS

1. These words and phrases have defined meanings:

Contract - the contract for the supply of the Services, incorporating the Terms;

Customer Default - has the meaning give to that term in paragraph 28;

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 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;

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

Specification - any description or specification for the Services, 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;

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 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.

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 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. 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.
9. 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.
10. 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.
11. The Website is solely for the supply of the Services in the UK. Unfortunately, we do not supply to, or deliver to, addresses outside the UK.

HOW THE ORDER IS PROCESSED

12. 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.
13. An order by you constitutes an offer by you to purchase the Services 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. If we are unable to supply the Services, for example because any Services are 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, we will refund the amount paid by you for the part of the Services not processed by us as soon as reasonably possible.
14. 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

15. The price of the Services 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.
16. Prices for the Services 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 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.
17. The price of the Services 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 before the change in the rate of VAT takes effect.
18. Unless otherwise agreed between us and you, we will invoice you for the Services at the time of ordering and payment for the Services 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.
19. 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.
20. 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 47 to 49 (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.
21. 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

22. All Services 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.
23. Unfortunately, we cannot accept the cancellation or refund of the Contract in the case of Services provided according to a Specification. However, this paragraph will not affect your right to terminate under paragraph 47 (Termination rights).
24. 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.
25. We have the right to make any changes to the Services 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.
26. Occasionally, the supply of the Services may be affected by circumstances beyond our control. See paragraphs 35 to 37 (Circumstances beyond our control) for our responsibilities when this happens.

YOUR RESPONSIBILITIES

27. You must:
 - a. co-operate with us in all matters relating to the Services; 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;
 - c. procure that all subcontractors involved in the provision of Services act in accordance with any subcontract related thereto;
 - d. 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;



- e. 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
 - f. comply with all applicable UK laws and regulations. We will not be liable or responsible to you if the provision of the Services breaches any law or regulation applicable outwith any part of the UK.
28. If the Services are prevented, delayed or affected by your failure to carry out any of your responsibilities set out in paragraph 27 or any other task reasonably required by us, this failure will be a Customer Default.
29. If there is a Customer Default:
- a. we will have the right to suspend performance of the Services 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

30. 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.
31. Where we provide the Services 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. 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.



32. We supply the Services for your use in relation to your business. You agree not to use the Services 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 including any loss of profit, loss of business, business interruption, or loss of business opportunity.
33. 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.
34. Subject to paragraph 33:
- 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 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

35. We shall not be liable for any failure or delay in the performance of our obligations under these Terms for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond our reasonably control ("**Circumstances Beyond our Control**").
36. In the event that Circumstances Beyond our Control affect the performance of our obligations under these Terms, we will contact you as soon as reasonably possible to notify you.
37. If we are unable to resume full performance of any suspended obligations within 30 days of the Circumstances Beyond our Control, you may terminate this Contract by giving us not less than 1 week written notice.



YOUR CANCELLATION RIGHTS

38. You may cancel an order:
- a. subject to paragraphs 39, 40, 41 and 42, before any Services are performed or:
 - b. if we change these Terms to your material disadvantage under paragraphs 51 and 52 (How these Terms can be changed).
39. Subject to paragraphs 40, 41 and 42 notice of cancellation of the Services must be served before the date of the provision of the Services by telephone or email. Where such cancellation takes place more than or equal to 30 days prior to the date of the provision of the Services, the order payment shall be refunded. Where such cancellation takes place less than 30 days prior to the provision of Services, You shall reimburse us in respect of all reasonable costs incurred up to that date in relation to the provision of Services.
40. Subject to paragraph 42, re-scheduling of the date of the provision of the Services or amending the Services 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, 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, an additional 50% of the order cost will be payable. Any secondary and subsequent requests to re-schedule or amend the Services will be treated as a new order.
41. Where the provision of the Services 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.
42. Where the Services are cancelled and/or re-arranged by us less than 24 hours prior to the commencement date, we will make every effort to re-schedule the provision of the Services to an alternative date. Any monies paid by you will be used to cover payment of the re-scheduled Services. Should the new date be unsuitable to you, we shall issue a credit note to you for use against future orders.
43. 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.



44. 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.
45. 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.
46. We will confirm the cancellation in writing. Where you have paid for the Services and a refund is due we will refund appropriate amount.

TERMINATION RIGHTS

47. You can terminate this Contract immediately by giving written notice to us if:
- a. we commit a material breach of these Terms;
 - 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.



48. 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 27 to 29 (Your responsibilities) or if you do not make a payment on its due date as set out in paragraphs 15 to 21 (Price and payment).
49. 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

50. We operate the Website 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

51. 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.
52. Every time you place an order for Services, the Terms in force at that time will apply to the Contract.

COMPLAINTS

53. 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 or by writing to Complaints, The Hub, Exploration Drive, Aberdeen Energy Park, Bridge of Don, Aberdeen AB23 8GX.

MISCELLANEOUS

54. These Terms 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.



55. 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.
56. These Terms are between us and you. No other person shall have any rights to enforce any of its terms.
57. 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.
58. 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.
59. These Terms will be governed by and interpreted according to Scots law. This means any Contract for the purchase of Services, 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.

December 2025