



Event Organisation UK

Terms & Conditions of Business

1. The “Company” Referred to below is Event Organisation UK
2. The “Client” referred to below is the business; firm or individual to whom this form is addressed and details of which are shown in section 10 of these terms.

EVENT ORGANISATION UK TERMS AND CONDITIONS OF BUSINESS

1. GENERAL

Any quotation or estimate given by Event Organisation UK Ltd is an invitation to the Client to make an offer only and no order of the Client placed with Event Organisation UK in pursuance of a quotation or estimate or otherwise shall be binding on Event Organisation UK unless, and until, it is explicitly accepted by Event Organisation UK.

Any Contract shall incorporate and be subject to these Conditions. Once these terms and conditions have been issued the client agrees to abide by them, irrespective of the fact they may not have been signed and returned. Issuing these terms and condition is the basis of our contract.

2. PRICE

The price of the Services is exclusive of Value Added Tax, which will be charged at the rate applicable at the appropriate tax point. If, after the date of Event Organisation UK acceptance of order, any increase occurs in the costs necessarily incurred by Event Organisation UK in supplying the Services, including but not limited to materials, labour, transport, overheads or other items which Event Organisation UK has to pay or incur in the performance of the Contract, then the amount of any increase in such costs shall be added to the Contract price.

Where the price has been quoted in Event Organisation UK quotation or estimate based on the Client's specification then Event Organisation UK reserves the right to vary the price for the Services should the Client's specification change.

3. PAYMENTS

The Client shall pay to Event Organisation UK a non-refundable deposit that shall be calculated in relation to the cost of the Services to be provided and which shall be deducted from any further amounts due to Event Organisation UK by the Client. On receipt of the deposit Event Organisation UK will confirm the terms of the Contract. In the event that the deposit is not paid then Event

Organisation UK shall be entitled to terminate the Contract with immediate effect.

Unless the Contract otherwise provides the Contract price for the Services shall be payable within thirty days of the date of Event Organisation UK invoice

The time stipulated for payment shall be of the essence of the Contract and failure to pay within the period specified shall entitle Event Organisation UK upon the expiration of ten days notice in writing to the Client to suspend further performance of the Contract pending payment and in addition Event Organisation UK shall be entitled without liability wholly or partially to cancel the Contract or any other contract between Event Organisation UK and the Client without prejudice to any other remedy available to Event Organisation UK.

Event Organisation UK shall be entitled to interest as well after as before judgement on any part of the Contract price not paid by its due date from that date until actual payment at the rate of three per cent (3%) per annum above the Base Lending Rate of HSBC Plc prevailing from time to time during such period.

4. CANCELLATION CHARGES

If an Event is cancelled by the Client for whatever reason, then the Client shall pay to Event Organisation UK (which the Client hereby agrees is reasonable) the following in addition to any deposit already paid:

- (a) Where an Event is cancelled 9 or more weeks before the start of the Event 25% of the estimated Revenue
- (b) Where any Event is cancelled 8 to 5 weeks before the start of the Event 75% of the estimated Revenue
- (c) Where an Event is cancelled or numbers reduced 4 to 2 weeks before the start of the Event 95% of the estimated Revenue
- (d) Where an Event is cancelled or numbers reduced within 14 days of the start of the Event 100% of the estimated Revenue

5. POSTPONEMENT

Where postponement of an Event or completion of the Services is agreed by Event Organisation UK the Client shall, if required by Event Organisation UK pay all costs and expenses caused by such postponement. In addition the Client hereby agrees to pay for any pre booked and prepaid services, products and facilities where refunds are not due. If performance of the Contract is suspended at the request of or delayed through default of the Client including (without prejudice to the generality of the foregoing) lack of, incomplete or incorrect instructions Event Organisation UK shall be entitled to payment at the Contract rate for Services already performed and any other additional costs incurred.

If the date of an Event is changed ("the Deferred Event") then any deposit received by Event Organisation UK or work carried out will where reasonably practicable be applied to the Deferred Event

6. CLIENT'S OBLIGATIONS AND UNDERTAKINGS // REDUCTIONS IN ESTIMATED NUMBER OF ATTENDEES

In addition to the other obligations set out in these Conditions the Client agrees to:

- (a) Confirm at the time the Contract is made and as accurately as reasonably practicable the number of people attending each Event;
- (b) Confirm at least three (3) working days prior to the date of the Event the total number of people attending each Event
- (c) Supply Event Organisation UK with a final list of people due to attend an Event before the start of the event to enable Event Organisation UK to confirm attendance or to put in place other procedures to provide evidence of attendance
- (d) If the final number of attendees is less than the estimated number of attendees as stated on the confirmation of booking, Event Organisation UK will charge for 75% of the estimated number of attendees at the time the contract is made.

7. PERFORMANCE

If Event Organisation UK is prevented or hindered from performing the Contract or any part thereof by any circumstances beyond its reasonable control (including but without limitation damage or destruction to an Event venue, and failure by any third party to carry out its obligations and food or labour shortages) and whenever occurring further performance of the Contract shall be suspended for so long as Event Organisation UK Ltd is so prevented or hindered provided that if the performance of the Contract is suspended for more than two (2) consecutive calendar months the Client shall be entitled by notice in writing to Event Organisation UK forthwith to terminate the Contract or to cancel any outstanding part thereof and in such circumstances the Client shall pay at the Contract rate for all Services supplied and materials used by Event Organisation UK to the actual date of such termination Event Organisation UK shall have no liability to the Client for any direct or consequential loss or damage suffered by the Client as a result of Event Organisation UK inability to perform its obligations under the Contract by reason of any such circumstances.

8. LIABILITY

The liability of Event Organisation UK for any claim or claims for direct injury, loss or damage made by the Client against Event Organisation UK whether in contract or in tort (including negligence on the part of its staff or agents) arising out of or in connection with any defect in the Services or any act, omission, neglect or default (whether or not the same constitutes a fundamental breach of the Contract or the breach of a fundamental term thereof) of its staff or agents in the performance of the Contract (including, without limiting the generality of the foregoing, breach of any condition or warranty whether express or implied by statute, common law or otherwise howsoever) shall be limited to the Contract price Event Organisation UK shall have no liability in respect of damage or loss to the property of the Client or any third parties attending an Event

No employee, representative, agent or officer of Event Organisation UK shall be authorised to commit Event Organisation UK to any admission of liability whatsoever and Event Organisation UK shall not be bound by any such admission unless it is explicitly stated in writing and executed on behalf of Event Organisation UK.

Nothing in these Conditions shall limit or exclude the liability of Event Organisation UK in respect of death or personal injury resulting from the negligence of Event Organisation UK its employees or agents.

9. HIRE OF EQUIPMENT AND OTHER FACILITIES

All equipment, facilities and other property used in connection with an Event shall be the sole responsibility of the Client who shall be liable for the full cost of replacement or repair in the event of theft damage or any other loss being

suffered The Client shall be solely responsible for the health and safety of all third parties attending an Event and shall ensure that all such persons conduct themselves in an appropriate manner at all times.

10. Client Details:

Acceptance.....

Position.....

Client.....

Date.....