
EVENT MANAGEMENT TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms for the provision of event management services by 1997 Event Management & Production Services a Private Limited Company registered in England under number 11907259, whose registered address is 120 Grange Road, Guildford, Surrey GU2 9QP

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means any day other than a Saturday, Sunday or bank holiday;
“Calendar Day”	means any day of the year;
“Contract”	means the contract for the provision of Event Management Services, as explained in Clause 3;
“Booking Fee”	means an advance payment made to Us under sub-Clause 5.5;
“Event”	means the event for which you require the Event Management Services as described in your Order;
“Event Management Services”	means the event management services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation);
“Month”	means a calendar month;
“Price”	means the price payable for the Event Management Services;
“Special Price”	means a special offer price payable for Event Management Services Which We may offer from time to time;
“Order”	means your order for the Event Management Services
“Order Confirmation”	means Our acceptance and confirmation of your Order as described in Clause 3; and
“We/Us/Our”	Means 1997 Event Management & Production Services, a Private Limited Company [registered in England under number 11907259, whose registered address is 120 Grange Road, Guildford, Surrey GU2 9QP.

Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail.

2. Information About Us

- 2.1 1997 Event Management and Production Services is a Limited Company registered in England under number 11907259, whose registered address is 120 Grange Road, Guildford, Surrey GU2 9QP.

3. The Contract

- 3.1 These Terms and Conditions govern the sale and provision of Event Management Services by Us and will form the basis of the Contract between Us and you. Before submitting an Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.
- 3.3 A legally binding contract between Us and you will be created upon Our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.
- 3.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
- 3.4.1 The main characteristics of the Event Management Services;
 - 3.4.2 Our identity (set out above in Clause 2) and contact details (as set out below in Clause 11);
 - 3.4.3 The total Price for the Event Management Services including taxes or, if the nature of the Event Management Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
 - 3.4.4 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Event Management Services;
 - 3.4.5 Our complaints handling policy;
 - 3.4.6 Where applicable, details of after-sales services and commercial guarantees; and
 - 3.4.7 The duration of the Contract, where applicable, or if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract.

4. Orders

- 4.1 All Orders for Event Management Services from Us made by you will be subject to these Terms and Conditions.
- 4.2 You may change your Order after receiving the Order Confirmation, before the Event begins. We will use all reasonable endeavours to accommodate any requested changes but cannot guarantee that We will be able to do so. If doing so means that We will incur higher costs, We will inform you and ask you how you wish to proceed before taking any action. We will not charge you a higher

Price without your express agreement.

- 4.3 You may cancel your Order up to 3 Months prior to the date of the Event. If you have already made any payments to Us under Clause 5 (including, but not limited to the Booking Fee), the payment(s) will not be refunded. If you request that your Order be cancelled, you must confirm this in writing. If you wish to cancel the Event Management Services after this time period, or once We have begun providing them, please refer to Clause 10.
- 4.4 We may cancel your Order at any time before We begin providing the Event Management Services due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform you as soon as is reasonably possible. Cancellations will be confirmed in writing.

5. Price and Payment

- 5.1 The Price of the Event Management Services will be calculated in accordance with Our standard rates in place at the time of your Order.
- 5.2 Our Prices may change at any time but these changes will not affect Orders that We have already accepted.
- 5.3 All Prices include VAT. If the rate of VAT changes between the date of your Order and the date of your payment, We will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where We have already received payment in full from you.
- 5.4 Before We begin providing the Event Management Services, you will be required to pay a Booking Fee of 25% of the total Price for the Event Management Services. The due date for payment of your Booking Fee will be included in the Order Confirmation.
- 5.5 In certain circumstances, if your Order is cancelled, your Booking Fee may be refunded in full or in part. The amount due will be calculated based upon the Price for the Event Management Services, and the amount of work (if any) already undertaken by Us. Please refer to sub-Clause 4.3 if you cancel your Order, to sub-Clause 4.4 if We cancel your Order, or to Clause 10 if the Event Management Services are cancelled after they have begun.
- 5.6 The balance of the Price will be payable no later than 21 days prior to the date of the Event.
- 5.7 Additional items such as out of pocket expenses or any additional items requested by you after the balance of the Price has been paid will be invoiced separately to you. Please note that We will not incur any additional expense without your prior agreement.
- 5.8 We accept the following methods of payment:
 - 5.8.1 Faster Payments;
 - 5.8.2 Bacs;
 - 5.8.3 Chaps;
- 5.9 If you do not make payment to Us by the due date as shown on the Invoice We may charge you interest on the overdue sum at the rate of 3% per annum above the base lending rate of Bank of England from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any

interest due when paying an overdue sum. If payment of the Price is required before your Event begins, please note that failure to make the payment by the due date may result in Us not providing the Event Management Services. If this occurs, We will retain your Booking Fee in full to cover preparatory work already undertaken and Our lost opportunity to provide services to another customer, and may still demand further payment for any part of the Event Management Services that We have already provided (including, but not limited to, preparatory work).

- 5.10 The provisions of sub-Clause 5.11 will not apply if you have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

6. Providing the Event Management Services

- 6.1 As required by law, We will provide the Event Management Services with reasonable skill and care, consistent with best practices and standards in the event management market, and in accordance with any information provided by Us about the Services and about Us.
- 6.2 Subject to the receipt of all payments due, We will provide the Event Management Services as specified in the Order Confirmation.
- 6.3 We will make every reasonable effort to provide the Event Management Services on time (and in accordance with your Order). We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please see Clause 9 for events outside of Our control.
- 6.4 If We require any further information, items or action from you in order to provide the Event Management Services, We will inform you of this as soon as is reasonably possible.
- 6.5 If the information or items you provide, or the action you take under sub-Clause 6.4 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or items that you have provided or action that you have taken We may charge you a reasonable additional sum for that work.

7. Problems with the Event Management Services and Your Legal Rights

- 7.1 We always use reasonable efforts to ensure that Our provision of the Event Management Services is trouble-free. If, however, there is a problem with the Event Management Services We request that you inform Us as soon as is reasonably possible (you do not need to contact Us in writing).
- 7.2 We will use reasonable efforts to remedy problems with the Event Management Services as quickly as is reasonably possible and practical in the relevant circumstances.
- 7.3 We will not charge you for remedying problems under this Clause 7 where the problems have been caused by Us, any of our agents or employees or sub-contractors or where nobody is at fault. If We determine that a problem has been caused by incorrect or incomplete information or items provided by you, or incorrect or incomplete action taken by you, sub-Clause 6.5 will apply and We may charge you for remedial work.
- 7.4 As a consumer, you have certain legal rights with respect to the purchase of

services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. If We do not perform the Event Management Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price. If the Event Management Services are not performed in line with information that We have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if Our breach concerns information about Us that does not relate to the performance of the Event Management Services), you have the right to a reduction in price. If for any reason We are required to repeat the Event Management Services in accordance with your legal rights, We will not charge you for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where you have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 31 calendar days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method. In addition to your legal rights relating directly to the Event Management Services, You also have remedies if We use materials that are faulty or incorrectly described.

8. Our Liability

- 8.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 8.2 We provide Event Management Services for domestic and private use (or purposes). We make no warranty or representation that the Event Management Services are fit for commercial purposes of any kind. By making your Order, you agree that you will not use the Event Management Services for such purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 8.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 8.4 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for failing to perform the Event Management Services with reasonable care and skill or in accordance with information provided by Us about the Services or about Us.
- 8.5 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

9. Events Outside of Our Control (Force Majeure)

- 9.1 We will not be liable for any failure or delay in performing Our obligations where

that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

- 9.2 If any event described under this Clause 9 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
- 9.2.1 We will inform you as soon as is reasonably possible;
 - 9.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
 - 9.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Event Management Services as necessary;
 - 9.2.4 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to Cancel under sub-Clause 10.3.3;
 - 9.2.5 If the event outside of Our control continues for more than 4 weeks, We will cancel the Contract in accordance with Our right to cancel under sub-Clause 10.5.3 and inform you of the cancellation.

10. Cancellation

- 10.1 If you wish to cancel your Order for the Event Management Services before the Event Management Services begin, you may do so under sub-Clause 4.3.
- 10.2 Once We have begun providing the Event Management Services, you are free to cancel the Event Management Services and the Contract at any time by giving Us 3 months notice (which must be either given or confirmed in writing). If you have made any payment to Us for any Event Management Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. For Event Management Services We have already provided, the relevant sums will either be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5.
- 10.3 If any of the following occur, you may cancel the Event Management Services and the Contract immediately by giving Us written notice. If you have made any payment to Us for any Event Management Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. For Event Management Services We have already provided, the relevant sums will either be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5. If you cancel because of Our breach under sub-Clause 10.3.1, you will not be required to make any further payments to Us. You will not be required to give 3 months notice in these circumstances:

- 10.3.1 We have breached the Contract in any material way and have failed to remedy that breach within 2 months of you asking Us to do so in writing; or
- 10.3.2 We enter into liquidation or have an administrator or receiver appointed over Our assets; or
- 10.3.3 We are unable to provide the Event Management Services due to an event outside of Our control (as under sub-Clause 9.2.4); or
- 10.3.4 We change these Terms and Conditions to your material disadvantage.
- 10.4 We may cancel your Order for the Event Management Services before the Event Management Services begin under sub-Clause 4.4.
- 10.5 If any of the following occur, We may cancel the Event Management Services and the Contract immediately by giving you written notice. If you have made any payment to Us for any Event Management Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. For Event Management Services We have already provided, the relevant sums will either be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5. We will not be required to give 3 months notice in these circumstances:
 - 10.5.1 You fail to make a payment on time as required under Clause 5 (this does not affect our right to charge interest on overdue sums under sub-Clause 5.11); or
 - 10.5.2 You have breached the Contract in any material way and have failed to remedy that breach within 2 months of Us asking you to do so in writing; or
 - 10.5.3 We are unable to provide the Event Management Services due to an event outside of Our control (for a period longer than that in sub-Clause 9.2.5).
- 10.6 For the purposes of this Clause 10 (and in particular, sub-Clauses 10.3.1 and 10.5.2) a breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party (i.e. you under sub-Clause 10.3.1 and Us under sub-Clause 10.5.2). In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

11. Communication and Contact Details

- 11.1 If you wish to contact Us with questions or complaints, you may contact Us by telephone at 0333 900 1997 or by email at info@1997.events
- 11.2 In certain circumstances you must contact Us in writing. When contacting Us in writing you may use the following methods:
 - 11.2.1 Contact Us by email at info@1997.events

12. Complaints and Feedback

- 12.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

- 12.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from Our Website (www.1997.events).
- 12.3 If you wish to complain about any aspect of your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Event Management Services, please contact Us in one of the following ways:
 - 12.3.1 By email, addressed to Thomas Ofield, info@1997.events;

13. How We Use Your Personal Information (Data Protection)

We will only use your personal information as set out in Our Privacy Notice available from Our website (www.1997.events).

14. Other Important Terms

- 14.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 14.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 14.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 14.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 14.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

15. Governing Law and Jurisdiction

- 15.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 15.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 15.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 15.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.