EVENT CONCEPT

# TERMS AND CONDITIONS

**THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSES 7.3 , 8 and 10.**

**1. INTERPRETATION**

The following definitions and rules of interpretation apply in these conditions:

**1.1.** Definitions:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Charges:** the charges payable by the Customer for the supply of the Services as set out in the Quotation and otherwise payable under the terms of the Contract.

**Committed Costs**: at any time, the costs incurred and/or committed to by Event Concept in connection with the Services including Event Concept's own staff costs which shall be calculated on a time and materials basis and based on Event Concept's standard rates (available at https://eventconcept.com/rate-card/).

**Contract:** the contract between Event Concept and the Customer for the supply of Services in accordance with these terms and conditions.

**Customer:** the person or business who purchases Services from Event Concept.

**Equipment:** Any equipment or materials used by Event Concept to perform the Services at the Venue.

**Event:** means the event in connection with which Event Concept is providing the Services

**Event Concept:** Event Concept Limited a company registered in England and Wales under number 02977277 whose registered office is Units B2-B4 Galleywall Trading Estate, Galleywall Road, London, England, SE16 3PB.

**Event Date:** the date or dates on which the Event is to be held as specified on the Quotation.

**Force Majeure Event:** any circumstance not within a party's reasonable control including: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition; (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on such circumstance); (h) interruption or failure of utility service; and (i) non-performance by suppliers or subcontractors (where such non-performance results from a Force Majeure Event affecting such suppliers or subcontractors).

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Quotation:** the Event Concept quotation which incorporates these terms and conditions.

**Services:** the services supplied by Event Concept to the Customer as set out in the Specification.

**Specification:** the description or specification of the Services set out in or incorporated by reference in the Quotation.

**Venue:** the location at which the Event will be held as specified on the Quotation or otherwise agreed by the parties.

**1.2. INTERPRETATION:**

**(a)** A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

**(b)** Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

**(c)** A reference to **writing** or **written** includes email.

**2. BASIS OF CONTRACT**

**2.1.** Any samples, drawings, descriptive matter or advertising issued by Event Concept, and any descriptions or illustrations contained in Event Concept's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

**2.2.** These terms and conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**3. SUPPLY OF SERVICES**

**3.1.** Event Concept shall supply the Services to the Customer in accordance with the Specification in all material respects.

**3.2.** Event Concept warrants to the Customer that the Services will be provided using reasonable care and skill.

**3.3.** Event Concept reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services.

**3.4.** Where Event Concept agrees to provide named individuals to perform the Services and the individual(s), are for whatever reason, unable to do so, Event Concept shall provide a suitable replacement.

**3.5.** Event Concept shall use all reasonable endeavours to meet any performance dates specified in the Quotation but, save in respect of time critical services provided during the Event, time shall not be of the essence for performance of the Services.

**4. CUSTOMER'S OBLIGATIONS**

**4.1.** The Customer shall:

**(a)** ensure that the terms of the Quotation and any information it provides in the Specification are complete and accurate;

**(b)** co-operate with Event Concept in all matters relating to the Services;

**(c)** provide Event Concept, its employees, agents, consultants and subcontractors, with access to the Venue, as reasonably required by Event Concept;

**(d)** provide Event Concept with such information and materials as Event Concept may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects and does not infringe the rights of any third party;

**(e)** obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start[, except as otherwise set out in the Quotation];

**(f)** comply with all applicable laws, including laws relating to health and safety; and

**(g)** ensure that the Venue is in such condition and has such facilities as to enable the Services to be carried out safely and expeditiously and that the Venue has in place adequate security to protect the Equipment.

**4.2.** If Event Concept's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

**(a)** without limiting or affecting any other right or remedy available to it, Event Concept shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Event Concept's performance of any of its obligations;

**(b)** Event Concept shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Event Concept's failure or delay to perform any of its obligations as set out in this Clause 4.2; and

**(c)** the Customer shall reimburse Event Concept on written demand for any costs or losses reasonably sustained or incurred by Event Concept arising from the Customer Default.

**5. CHARGES AND PAYMENT**

**5.1.** Unless otherwise specified in the Quotation, Event Concept shall be entitled to invoice the Customer for the Charges in full in advance.

**5.2.** Where a deposit is to be paid by the Customer such deposit shall, unless otherwise stated on the Quotation, be due on receipt of a valid invoice following the signing of the Contract. Event Concept shall have no obligation to perform any Services until it has received the deposit in full in cleared funds.

**5.3.** Unless otherwise stated in the Quotation, all amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Event Concept to the Customer, the Customer shall, on receipt of a valid VAT invoice from Event Concept, pay to Event Concept such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

**5.4.** Event Concept shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Event Concept engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Event Concept for the performance of the Services, and for the cost of any materials. Where practicable Event Concept will endeavour to seek your approval before incurring such expenses.

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**5.5.** Save in the case of the deposit (if any) or unless otherwise specific in the Quotation, the Customer shall pay each invoice submitted by Event Concept within 30 days of receipt of the invoice in full and in cleared funds to a bank account nominated in writing by Event Concept. Time for payment shall be of the essence of the Contract.

**5.6.** If the Customer fails to make a payment due to Event Concept under the Contract by the due date, then, without limiting Event Concept's remedies under Clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 5.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time.

**5.7.** All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**5.8.** If the Customer requests Event Concept to perform services additional to the Services and Event Concept agrees to perform those additional services such additional services will be supplied in accordance with the terms and conditions of the Contract. Event Concept will have no obligation to perform any additional services until the parties have agreed the Charges payable in respect of such additional services.

## 6. INTELLECTUAL PROPERTY RIGHTS

**6.1.** The Customer grants Event Concept a non-exclusive, royalty-free licence to use any materials provided by the Customer to Event Concept for the purpose of providing the Services. The Customer warrants that any such materials shall not infringe the rights of any third party.

## 7. EVENT CONCEPT EQUIPMENT

**7.1.** The Equipment shall at all times remain the property of Event Concept, and the Customer shall have no right, title or interest in or to the Equipment, save to the extent otherwise agreed in advance in writing. Event Concept shall have the right to enter any premises of the Customer or of any third party where any Equipment is stored (including, where applicable, the Venue) to recover the Equipment.

**7.2.** Subject to clause 7.4, the risk of loss, theft, damage or destruction of any Equipment shall pass to the Customer on delivery of the Equipment to the Venue. The Equipment shall remain at the sole risk of the Customer during the period which the Equipment remains at the Venue or is otherwise in the possession, custody or control of the Customer until such time as the Equipment is removed from the Venue by Event Concept (the "**Risk Period**").

**7.3.** Subject to clause 7.4, the Customer shall be liable to reimburse Event Concept on demand in respect of any Equipment which is lost, stolen, damaged or destroyed during the Risk Period irrespective of whether or not such loss, theft, damage or destruction was caused by the actions or omissions of the Customer (unless such loss, theft damage or destruction occurred as a result of negligence or deliberate acts of Event Concept's staff or contractors). For this reason, the Customer is strongly advised to take out and maintain event insurance to cover its potential liability under the Contract.

**7.4.** Where it is specifically agreed in writing that Event Concept staff will be with the Equipment at all times during the Risk Period, the Customer shall not be liable to reimburse Event Concept in accordance with clause 7.3, unless the Equipment is damaged or stolen by the Customer, its staff or contractors, or any attendee of the Event.

**7.5.** The Customer shall notify Event Concept immediately in the event of any loss, accident or damage to the Equipment during the Risk Period.

**7.6.** The Customer shall take such steps (including, where applicable, compliance with all safety and usage instructions provided by Event Concept) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is not damaged and is used in a manner which is safe.

## 8. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

**8.1.** Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for death or personal injury caused by negligence and fraud or fraudulent misrepresentation.

**8.2.** Subject to clause 8.1 Event Concept's total liability to the Customer shall not exceed the higher of the Charges payable by the Customer under the Contract or £500, whichever is higher. Event Concept's total liability includes liability in contract and tort (including negligence).

**8.3.** Subject to clause 8.1, neither party shall be liable under the Contract for any loss of profit; loss of revenue; loss of business; or any losses or damages not foreseeable to both parties on the date the Contract was formed.

**8.4.** Where the Services include technical services (for example the supply of IT or audio visual equipment) Event Concept recommends that the Customer includes within the Services the services of an Event Concept standby technician for the period during which those technical services will be provided. Subject to clause 8.1, if the Customer has opted not to so include the services of a standby technician, or if the Customer does not accept a recommendation by Event Concept to include back-up equipment (or other back-up provisions), within the Services, Event Concept accepts no liability for technical problems arising in relation to the technical services save where such problems have arisen as a result of Event Concept's negligence.

**8.5.** If Event Concept agrees to transport or store any of the Customer's materials or equipment in connection with the Event, Event Concept shall not be liable for any loss, accident or damage to such materials or equipment, save where such loss, accident or damage results from Event Concept's negligence.

**8.6.** This Clause 8 shall survive termination of the Contract.

## 9. TERMINATION

**9.1.** Subject to clause 10, the Customer may terminate the Contract by giving Event Concept not less than 14 days written notice ("**Termination Notice Period**").

**9.2.** Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

**(a)** the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

**(b)** the other party takes or has taken against it any step or action in connection with its entering into administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, where the other party is an individual, is the subject of a bankruptcy petition, application or order, or if the applicable step or action is taken in another jurisdiction in connection with any analogous procedure in the relevant jurisdiction.

**9.3.** Without affecting any other right or remedy available to it, Event Concept may (at its option) terminate the Contract with immediate effect by giving written notice to the Customer if:

**(a)** the Customer fails to pay any amount due under the Contract on the due date for payment;

**(b)** the Customer fails to comply with any of its obligations under clauses 4.1(c) to 4.1(g) (inclusive).

## 10. CONSEQUENCES OF TERMINATION

**10.1.** Subject to clauses 10.2 and 10.3, if the Customer wishes to terminate the Contract in accordance with clause 9.1, the Customer shall pay to Event Concept a termination fee (the "**Termination Fee**") which shall be equivalent to the higher of (i) a percentage of the total Charges paid and/or payable under the Contract as determined by reference to the table below; or (ii) the Committed Costs. Event Concept shall notify the Customer of the applicable Termination Fee within 7 days of receiving the Customer's notice of termination (or of Event Concept's notice of termination under clause 11.2(d)) and, if the Charges already paid are less than the Termination Fee, Event Concept shall invoice the Customer for the balance of the Termination Fee, and the Customer shall pay such Termination Fee prior to the expiry of the applicable Termination Notice Period. Where the Customer has given notice under clause 9.1, if the Customer fails to pay the Termination Fee by such date Event Concept shall be entitled to reject the Customer's notice of termination and if so rejected the Contract shall continue in full force and effect.

| Date of termination (Number of days before the Event) | Termination Fee |
|---|---|
| 182 or more | 20% |
| 91 – 181 (inclusive) | 25% |
| 90 - 31 (inclusive) | 50% |
| 30 - 15 (inclusive) | 75% |
| 14 or fewer | 100% |

**10.2.** Any Charges already paid by the Customer (including any deposit) shall be credited against the Termination Fee payable by the Customer under clause 10.1.

**10.3.** If the Charges already paid by the Customer exceed the Termination Fee then Event Concept will refund the difference to the Customer within a reasonable period subject to the Customer confirming the details of the account to which the refund should be made.

**10.4.** Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

**10.5.** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

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**10.6.** If the Customer is a consumer and following termination of the Contract in accordance with 9.1, Event Concept is engaged by a third party to provide services on the same date(s) which the Event was due to be held and will use substantially similar resources and Equipment that it would have used to provide the Services under the Contract, then Event Concept shall pay the fees it receives from such third party to the Customer less an administration charge of 15% or £150 (whichever is higher) up to a maximum of the Termination Fee paid by the Customer to Event Concept in accordance with clause 10.1.

**11. GENERAL**

**11.1. Assignment and other dealings.**

**(a)** Event Concept may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

**(b)** The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

**11.2. Force Majeure**

**(a)** Provided it has complied with clause 11.2(b), if a party ("**Affected Party**") is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event, the Affected Party shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. Subject to the following provisions of this clause 11.2, the time for performance of such obligations shall be extended accordingly.

**(b)** The Affected Party shall (i) notify the other party as soon as reasonably practicable of the Force Majeure Event, specifying its likely potential duration and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and (ii) use all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations.

**(c)** If, as a result of a Force Majeure Event, it is not reasonably practicable for the Event to take place on the Event Date, the parties shall enter into good faith discussions to reschedule the Event to a new date falling not more than six months after the original Event Date, and if a suitable rescheduled Event Date is agreed, Event Concept shall provide the Customer with a schedule of any additional costs and Charges that will be incurred due to the rescheduling of the Event, provided always that Event Concept shall endeavour to preserve and re-use at the rescheduled Event, any work or materials already undertaken or prepared for the Event.

**(d)** Notwithstanding clause 11.2(a), if no agreement is reached to reschedule the Event under clause 11.2(c) within 30 days of notification under clause 11.2(b) above, either party may terminate the Contract forthwith by notice in writing and the provisions of clauses 10.1, 10.2 and 10.3 relating to the Termination Fee shall apply, save that the amount of the Termination Fee shall be limited to the Committed Costs only.

**(e)** For the avoidance of doubt, circumstances that may have a negative impact on the Event, but do not prevent the Event taking place on the Event Date (e.g. where a key speaker, other form of entertainment, or key member of the Customer's staff becomes unavailable), shall not constitute a Force Majeure Event.

**11.3. Entire agreement.**

**(a)** The Contract constitutes the entire agreement between the parties and supersedes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**(b)** Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

**11.4. Variation.** Except as set out in these terms and conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties.

**11.5. Waiver**. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**11.6. Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

**11.7. Notices.** Any notice given to a party under or in connection with the Contract shall be delivered by hand or by pre-paid first-class post or other next working day delivery service and, in the case of Event Concept, to Units B2-B4 Galleywall Trading Estate, Galleywall Road, London, England, SE16 3PB and, in the case of the Customer, the Customer's address specified in the Quotation.

**11.8. Third party rights.**
The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

**11.9. Governing law and Jurisdiction.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

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