

EVENT MANAGEMENT TERMS AND CONDITIONS

1. Application

- 1.1 All Quotations are made and Confirmations accepted subject to the following Terms and Conditions and no addition to, or variation of, such Terms and Conditions shall be binding unless agreed to by the Company in writing.
- 1.2 Any Confirmations made with the Company shall constitute unqualified acceptance of such Terms and Conditions. These Terms and Conditions shall apply to all Quotations and Confirmations.
- 1.3 In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by the Company in writing.

2. Definitions and Interpretation

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

"the Agreement"	means the agreement entered into by the Client and the Company incorporating these Terms and Conditions which shall govern the Event Management Service;
"Business Day"	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the UK;
"Client"	means any individual, firm or corporate body (which expression shall, where the context so admits, include its successors and assigns) which makes a booking with the Company;
"Company"	means Happening Up North Ltd a company registered in England and Wales under number 09118303 whose registered office is at Neston, Pondicherry, Rothbury, Morpeth, Northumberland, NE65 7YS;
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
"Confirmation"	means the notification made by the Client that they wish the Event to proceed. This notification is subject to these Terms and Conditions;
"Event"	means the event or events the subject of the Quotation;
"Event Management Service"	means the event management services to be provided by the Company as specified in the Quotation;
"Quotation"	means any written quotation submitted by the Company to the Client; and
"Total Price"	means the total sums payable for the Event Management Service.

- 2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 2.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 2.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 2.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
 - 2.2.4 a Schedule is a schedule to these Terms and Conditions; and
 - 2.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.
 - 2.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 2.4 Words imparting the singular number shall include the plural and vice versa.
- 2.5 References to any gender shall include the other gender.
- 2.6 References to persons shall include corporations.

3. **Event Management Services**

- 3.1 The Company shall throughout the continuance of the Agreement provide an Event Management Service to the Client.
- 3.2 The Company will use reasonable care and skill in providing the Event Management Service.

4. **Price**

All prices stated by the Company in the Quotation, unless specially stated otherwise, are exclusive of VAT which, where applicable, will be separately charged at the appropriate rate.

5. **Payment**

- 5.1 The Client shall pay to the Company a deposit of 25% of the Total Price (the "Deposit") upon the signing of the Agreement.
- 5.2 Following the signing of the Agreement, the balance of the Total Price shall be paid to the Company no later than 15 business days prior to the start of the Event.
- 5.3 If the Agreement is signed within 15 business days prior to the start of the Event, notwithstanding sub-Clauses 5.1 and 5.2, the Total Price shall be payable in full at the time of signing.
- 5.4 Additional items including, but not limited to, out of pocket expenses, disbursements, or any items requested by the Client after the signing of this Agreement must be confirmed by the Client in writing before being acted upon by the Company. Any such items shall be invoiced by the Company to the Client at the discretion of the Company and payment therefore shall be due within 30 days of the date of the invoice.
- 5.5 The Client shall pay to the Company (including invoices for items set out in sub-Clause 5.4) any amounts due and owing within 30 days of the date of the Company's invoice.
- 5.6 Time shall be of the essence for payments under the Agreement. If the Client fails to make any payment on its due date then the Company shall, without prejudice to any right which the Company may have pursuant to any statutory provision in force from time to time, have the right to charge the Client interest on any sums over due until payment is made in full, both before and after any judgment, at the rate of 3% per annum over the Natwest base rate from time to time in force. This provision shall apply without prejudice to, and notwithstanding sub-Clause 10.3.1.

6. **Variation and Amendments**

- 6.1 If the Client wishes to vary any details of the Confirmation, it must notify the Company in writing as soon as possible. The Company shall endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to the Client.
- 6.2 If, due to circumstances beyond the Company's control, it has to make any change in the arrangements relating to the Confirmation it shall notify the Client forthwith. The Company shall endeavour to keep such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.
- 6.3 The Company reserves the right to do the following:
 - 6.3.1 amend any accidental error or omission in a Quotation;
 - 6.3.2 amend any Quotation in order to reflect a change in the circumstances beyond the reasonable control of the Company; and
 - 6.3.3 vary its schedule of charges from time to time.

7. **Liability and Indemnity**

- 7.1 Where the Event is cancelled or terminated and where such cancellation or termination occurs due to reasons which are outside the Company's reasonable control, the Company shall be entitled to retain from any sums hitherto received from the Client or which may still be due from the Client to the Company such costs, expenses and disbursements which it has incurred or for which it shall or may be liable in connection with the Event and such contribution to the Company's overhead as shall be reasonable and shall return any balance to the Client. The Company may, but shall not be obliged to, take such steps as it shall in its discretion consider reasonable to obtain reimbursement of any such costs and expenses and shall, subject to deduction of costs incurred in connection therewith, reimburse any sums so recovered to the Client.
- 7.2 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the terms of the Agreement, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Company's servants or agents or otherwise) in connection with the performance of obligations arising under the Agreement or with the use by the Client of the Event Management Services supplied in connection with the Event.
- 7.3 The Client shall indemnify the Company against all damages, costs, claims and expenses incurred by it arising from loss or damage to any equipment (including that of third parties) caused by the Client or its agents or employees.
- 7.4 The Company shall not be liable to the Client or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of the Company's obligations if the delay or failure was due to any cause beyond the Company's reasonable control.
- 7.5 If Electrical generators or additional power supplies are required and if the Client does not avail itself of the opportunity of the Company providing an emergency supply (where this is available) the Company shall accept no responsibility for loss or damage howsoever caused as a result of any failure in the primary supply.

8. **Confidentiality**

- 8.1 Each Party undertakes that, except as provided by sub-Clause 8.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Agreement and for 1 year after its termination:
 - 8.1.1 keep confidential all Confidential Information;
 - 8.1.2 not disclose any Confidential Information to any other party;
 - 8.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
 - 8.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

- 8.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 8.1.1 to 8.1.4 above.
- 8.2 Either Party may:
- 8.2.1 disclose any Confidential Information to:
- 8.2.1.1 any sub-contractor or supplier of that Party;
- 8.2.1.2 any governmental or other authority or regulatory body; or
- 8.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;
- to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 8.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 8, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
- 8.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.
- 8.3 The provisions of this Clause 8 shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

9. **Force Majeure**

- 9.1 No Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
- 9.2 In the event that a Party to the Agreement cannot perform their obligations thereunder as a result of force majeure, the other Party may at its discretion terminate the Agreement by written notice. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all services rendered up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.

10. **Term, Cancellation and Termination**

- 10.1 This Agreement shall come into force on a commencement date to be agreed and shall continue for an agreed term from that date, subject to the provisions of this Clause 10.
- 10.2 If the Client wishes to cancel the Event, they may do so at any time by written notice to the Company provided that:
- 10.2.1 under no circumstances will the Deposit be returnable;
- 10.2.2 if the cancellation notice is received by the Company not less than 30 business days before the start date of the Event, 33% of the Total Price payable shall become immediately due and payable to the extent that the same has not already been received by the Company;
- 10.2.3 if the cancellation notice is received by the Company not less than 20 business days but less than 30 business days before the start date of the Event, 66% of the Total Price payable shall become immediately due and payable to the extent that the same has not already been received by the Company;
- 10.2.4 if the cancellation notice is received by the Company less than 20 business days before the start date of the Event, the balance of the Total Price shall become immediately due and payable to the extent that the same has not already been received by the Company;

- 10.2.5 any additional costs reasonably incurred by the Company in cancelling any arrangements connected with the Event shall be paid by the Client on demand.
- 10.3 Notwithstanding sub-Clause 10.2, either Party may immediately terminate the Agreement by giving written notice to the other Party if:
 - 10.3.1 any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 20 Business Days of the due date for payment;
 - 10.3.2 the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 20 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 10.3.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
 - 10.3.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 10.3.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or reconstruction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);
 - 10.3.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
 - 10.3.7 that other Party ceases, or threatens to cease, to carry on business; or
 - 10.3.8 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of this Clause 10, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 10.4 For the purposes of sub-Clause 10.3.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 10.5 The rights to terminate this Agreement given by this Clause 10 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

11. **Effects of Termination**

Upon the termination of the Agreement for any reason:

- 11.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;
- 11.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
- 11.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which existed at or before the date of termination;
- 11.4 subject as provided in this Clause 11 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and
- 11.5 each Party shall (except to the extent referred to in Clause 8) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

12. **No Waiver**

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

13. **Further Assurance**

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

14. **Costs**

Subject to any provisions to the contrary each Party to the Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.

15. **Set-Off**

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

16. **Assignment and Sub-Contracting**

16.1 The Agreement is personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

17. **Time**

17.1 The Parties agree that the times and dates referred to in the Agreement are for guidance only and are not of the essence of the Agreement and may be varied by mutual agreement between the Parties.

18. **Relationship of the Parties**

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

19. **Notices**

19.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

19.2 Notices shall be deemed to have been duly given:

19.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

19.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

19.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

19.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

20. Entire Agreement

- 20.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 20.2 Each Party acknowledges that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

21. Counterparts

The Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

22. Severance

In the event that one or more of the provisions of the Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of the Agreement shall be valid and enforceable.

23. Dispute Resolution

- 23.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
- 23.2 If negotiations under sub-Clause 23.1 do not resolve the matter within 28 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.
- 23.3 If the ADR procedure under sub-Clause 23.2 does not resolve the matter within 90 days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.
- 23.4 The seat of the arbitration under sub-Clause 23.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.
- 23.5 Nothing in this Clause 23 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 23.6 The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 23 shall be final and binding on both Parties.

24. Law and Jurisdiction

- 24.1 These Terms and Conditions and the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 24.2 Subject to the provisions of Clause 23, any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.