

Seventa Events Ltd – Terms and Conditions 2021

1. Definitions

- 1.1 In these Conditions the following definitions apply:
- Bookings** means any Event booked and agreed between the Client and the Supplier;
- Client** means the customer described in all Correspondence, Event documentation, proposals and schedules;
- Conditions** means the Supplier's terms and conditions of sale set out in this document;
- Contract** means these Conditions, all attached schedules, Event documentation, proposals and Correspondence;
- Correspondence** means all proposals, letters, emails, telephone conversations and any other form of communication in relation to the Event;
- Order** means any order placed by the Client with the Supplier;
- Deposit** means a deposit agreed at the time of confirmation of an Order by notice in writing from the Client;
- Event** means all services, drinks, entertainment and meals as described in the Correspondence, Event documentation, schedules and proposals;
- Event Plan Fee** means the event plan fee set out in the Contract;
- Force Majeure** means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including (but not limited to) acts of God, civil commotion, strike, work to rule or go slow, lock-outs, hostilities, acts of terror, fire, flood, exceptional adverse weather conditions, drought or inability to procure materials, venues or services except at increased prices; and
- Supplier** means Seventa Events Ltd, registered in England and Wales with company number 07577672, whose registered office is at Midland House, Poole Road, Bournemouth BH2 5QY and VAT Number GB 109 8047 11.

2. Acceptance

- 2.1 Unless otherwise stated in writing by a director of Seventa Events Ltd, all Orders, Bookings and/or Events accepted by the Supplier are subject to the Conditions.
- 2.2 No binding contract shall be formed until the Supplier has received confirmation of an Order by notice in writing from the Client, and that Order is accepted in writing by the Supplier. Furthermore, the Supplier shall be under no obligation to perform the Contract unless the Client has paid the Deposit.
- 2.3 The Supplier reserves the right to accept clear instructions (either orally or in writing) from a Client to proceed with the Event and to enter into commitments on behalf of a Client. The Client shall thereon be liable for all costs and expenses incurred by the Supplier in pursuance of the Client's instructions and shall in all other respects be liable to the Supplier for its fees, charges and commissions.
- 2.4 A confirmation means that (at the Supplier's discretion and subject to receipt of payment) the Supplier will proceed to arrange the Event and book facilities. It does not mean that the facilities are confirmed to be available and booked. All confirmations are subject to availability.

3. Payment

- 3.1 A Deposit must accompany all Orders accepted by the Supplier. Deposits are not returnable, except at the sole discretion of the Supplier.
- 3.2 The balance of all amounts due for an Event must be paid four weeks prior to the Event taking place unless otherwise agreed in writing by the Supplier and the Client.
- 3.3 All prices are exclusive of VAT, unless otherwise stated, which shall be payable at the rate(s) ruling at the date of invoice.
- 3.4 Any extra expenses incurred over and above the total anticipated cost of the Event are to be paid upon receipt of invoice.
- 3.5 All charges unpaid after their respective final date for payment shall carry interest on the amounts outstanding at a rate of 2% above the Bank of England base rate to be calculated on a daily basis.
- 3.6 The Supplier reserves the right to cancel or suspend the performance of the Contract if payment dates are not adhered to by the Client.
- 3.7 All payments due from the Client shall be made without any set-off, deduction or deferment of any nature.
- 3.8 Any queries arising from the invoice must be communicated to the Supplier within 14 days of date of the invoice. Failure to notify the Supplier of any query within these 14 days will render the full invoice payable on the due date.
- 3.9 Save where a fixed price has been agreed and recorded in writing by the Supplier, all prices quoted by the Supplier may be amended upon notice to the Client in the event of errors or omissions in any quotation or Correspondence or where an increase or decrease of price is caused by a change in circumstances beyond the reasonable control of the Supplier, including increases or decreases in prices imposed upon the Supplier by its suppliers in connection

with an Event.

- 3.10 If the Supplier, in its absolute discretion and in writing, waives the conditions relating to payment for an Event as set out in this clause, such waiver shall not prejudice the rights of the Supplier to recover from the Client the amount which would otherwise have been payable under these Conditions in the event of a cancellation or amendment of a Booking.

4. Numbers

- 4.1 All Bookings of whatever nature are accepted at the discretion of the Supplier and on the understanding that the number of persons for whom the event is arranged is to be regarded as the minimum and that no refund or allowance shall be made by the Supplier if fewer persons actually attend the Event.
- 4.2 After confirmation the Supplier will endeavour to accommodate any reasonable increases in attendance numbers, but will be limited to the maximum capacities supplied by the venue or any other relevant suppliers.
- 4.3 If the numbers are varied from the original quotation or Correspondence at the Client's request the Supplier reserves the right to submit a revised quotation for the Event.

5. Cancellation

- 5.1 If the Client wishes to cancel an Event, notice of cancellation from the Client must be made in writing to the Supplier.
- 5.2 The Supplier reserves the right to charge the Client a cancellation fee in the event that the Client provides the Supplier with a written notice of cancellation. The cancellation fee will be calculated as the greater amount of either:
- 5.2.1 Orders and provision of goods and services for the Client at the cancelled event plus the Event Planning Fee; or
 - 5.2.2 If the cancellation notice is received by the Supplier before midnight on the 90th day prior to the Event, 50% of the total event cost including the Event Planning Fee as set out in the in the Event documentation;
 - 5.2.3 If the cancellation notice is received by the Supplier at or after midnight on the 90th day prior to the event, but before midnight on the 43rd day prior to the Event, 75% of the total event cost including the Event Planning Fee as set out in the Event documentation;
 - 5.2.4 If the cancellation notice is received by the Supplier at or after midnight on the 43rd day prior to the Event, 100% of the total event cost including the Event Planning Fee as set out in the Event documentation.
- 5.3 The Supplier may cancel an Order, Booking or Event at any time, upon providing written notice to the Client, if:
- 5.3.1 The Client is in breach of any of the Conditions including, without limitation, any term relating to payment; or
 - 5.3.2 The Client, being a company, has had a winding up petition presented against it, has entered into administration, receivership, liquidation or an arrangement with its creditors; or
 - 5.3.3 The Client, being an individual, has had a bankruptcy petition presented against them, has become bankrupt, insolvent or entered into an arrangement with their creditors.
- 5.4 If the Client intends to use the Event(s) booked as a competition prize, this must be disclosed to the Supplier on Booking who may have to seek permission from some or all of the Supplier's suppliers. Should permission be refused, the Supplier reserves the right to cancel the Booking.

6. Amendments

- 6.1 If the Client wishes to change a confirmed Order, the Supplier must receive from the Client a written statement to this effect (a **Written Notice of Amendment**), and the request will be effective from the date of receipt by the Supplier.
- 6.2 It is not guaranteed that any requests for amendment will be satisfied, however the Supplier will use its best endeavours to accommodate the amendments and subject to availability.
- 6.3 The Supplier reserves the right to charge the Client an amendment fee in the event that the Client provides the Supplier with a Written Notice of Amendment. The amendment fee will be calculated as:
- 6.3.1 If the postponement notice is received by the Supplier before midnight on the 90th day prior to the Event, 10% of the total event cost including the Event Planning Fee as set out in the Event documentation;
 - 6.3.2 If the amendment notice is received by the Supplier at or after midnight on the 90th day prior to the event, but before midnight on the 43rd day prior to the Event, 25% of the total event cost

- including the Event Planning Fee as set out in the Event documentation;
- 6.3.3 If the amendment notice is received by the Supplier at or after midnight on the 43rd day prior to the Event, 50% of the total event cost including the Event Planning Fee as set out in the Event documentation.

7. Warranty

- 7.1 The Supplier warrants that the services supplied by it will be provided with reasonable skill and care. The Supplier's liability under this warranty shall be limited as specified in these Conditions.
- 7.2 The warranty given in clause 13.1 is given in lieu of and shall be deemed to exclude all other warranties and conditions whether express or implied and whether arising by common law, statute or otherwise.
- 7.3 The Client warrants that adequate insurance cover is held to cover such risks specified in clause 7.1.

8. Indemnity and insurance

- 8.1 The Client agrees to indemnify the Supplier against any injury, damage, loss, illness, delay or expense (including legal fees) caused to the venue, its employees, licensees or invitees or any other person or persons attending the booked Event except insofar as such injury, loss, illness, delay or expense results from either the proven negligence or deliberate action or omission of the Supplier.
- 8.2 Insurance for any Events, damage, personal accident or cancellation is not included, unless otherwise specified.
- 8.3 It is advised that the Client takes out an insurance policy of its own to cover personal accidents, cancellation and other possible effects, should this not be included in any proposal from the Supplier.
- 8.4 Assistance in arranging other insurance in connection with any booked Event is offered by the Supplier to the Client.

9. Limitation of liability

- 9.1 The Supplier, or its employees, will not under any circumstances be liable to the Client in contract, tort (including negligence) or otherwise for loss of revenues or opportunities, goodwill, reputation or any type of special, indirect or consequential loss (even if such loss was reasonably foreseeable or the Supplier had been advised of the possibility of the Client incurring the same).
- 9.2 Any wilful or negligent loss, damage or theft to equipment or property connected in any way to the Event (including belonging to the Supplier and suppliers to the Supplier) will be the responsibility of the Client and all replacement and repair costs will be charged in full. Payment for any loss or damage to equipment or property connected to the Event must be made within 7 days of the invoice date.
- 9.3 The Supplier does not accept any responsibility for the loss or damage of personal property belonging to Clients or their guests; such personal property is brought to the Event at the Client's own risk.
- 9.4 Neither the Supplier nor its employees shall be liable for any death, injury, damage, loss, illness, delay or expense caused to the Client, its employees, licensees or invitees or any other person or any other persons attending the booked Event except insofar as such death, injury, loss, illness, delay or expense results from either the proven negligence or a deliberate action or omission of the Supplier. The Supplier's liability shall in all cases be limited to the sums paid by the Client and exclude all indirect or consequential loss of whatever nature. Nothing in this clause shall affect the Supplier's liability for death or personal injury caused by its negligence, for which the Supplier maintains insurance of up to £10million per claim or series of related claims.
- 9.5 The Supplier relies entirely on its suppliers for correct information and, whilst all details are given in good faith, the Supplier cannot accept responsibility for any inaccuracies in respect of information provided by its suppliers.
- 9.6 Sub-contractors may be engaged on behalf of the Client. The liability of the Supplier in their failure to perform is limited to the value of the sub-contractor's services.
- 9.7 The Supplier shall not be liable for any change in the music and dance license or the alcohol and beverage license issued to venues contracted by the Supplier.
- 9.8 The liability of the Supplier in respect of all claims arising under any Contract shall be limited to the amount of the price or charges payable to the Supplier under such Contract.
- 9.9 Accidental damage, loss or injury at an Event should be covered by the Client's own insurance and no claim can be accepted by the Supplier.

10. Third parties

- 10.1 Should for any reason, an Event be wholly or partly cancelled or postponed owing to Force Majeure, the Supplier shall not be liable to refund any part of the fees paid by the Client, save for refunds that will be made where the Supplier is able to secure a refund on the bookings that it itself has made in connection with a particular Event and,

should such a refund be made, then the Supplier will account to the Client having made a deduction of 10% for administration charges.

- 10.2 Whilst the Supplier does not exercise direct control over the running of hotels, venues, caterers, entertainers and other services, the Supplier will always endeavour to protect the interest of its Clients by vigilant selection of third parties contracted to supply within its packages.
- 10.3 The Supplier will not be held liable for any loss, damage or disappointment due to unforeseeable or unavoidable circumstances beyond the control of the Client, including but not limited to Force Majeure.
- 10.4 The Event Planning Fee will not be refundable as part of any rebate, settlement or credit due from third party disappointment, including suppliers.

11. Force majeure

The Supplier shall bear no liability for loss, damage, delay, cancellation or failure of performance however arising if it has been caused by Force Majeure (and in these circumstances the Supplier may suspend or cancel the whole or any part of the Event). The Supplier will endeavour to notify the Client as quickly as reasonably possible if such a Force Majeure occurs and, a cancellation having been made, refunds will be dealt with in accordance with clause 5.

12. Confidentiality

All Event documentation is intended for the recipient only and may not be disclosed or provided to any third party without the written consent of the Supplier.

13. Special conditions

- 13.1 The Supplier reserves the right to add further special conditions for specific bookings as and where considered appropriate. Any such conditions will be notified to the Client in writing prior to the Client's confirmation and acceptance of those conditions.
- 13.2 Supplier CCTV and film cameras may be present at events organised by us, this includes filming by the police or security staff carried out for the security of attendees, and filming and/or photography by the Supplier, their employees and/or agents. By entering into this agreement you give your express consent and confirmation that you have the consent of all persons attending the event to all such filming and to you and your customers actual or simulated likeness being included within any film, photograph, audio and/or audio visual recording (**Footage**), all rights in which will be owned by the Supplier or the relevant third party. You also agree that any such Footage may be used by us in any and all media for any purpose at any time throughout the world, including (with the exception of CCTV or security Footage) for commercial purposes, such as merchandising or DVDs, without payment or compensation to you.

14. Entire agreement

This Contract supersedes and excludes all prior representations, discussions, understandings or agreements in relation to the subject matter of this Contract. The terms of this Contract may not be modified except by agreement in writing signed by both parties or their representatives.

15. Waiver

A failure to exercise or any delay or forbearance in exercising any right or remedy in relation to the contract shall not operate as a waiver of such right or remedy.

16. Third party rights

The rights granted to the Client under this agreement may not be transferred or assigned to a third party without the prior written consent of the Supplier.