

10b Ogidi Crescent

Lekki Phase 1

Lagos

Nigeria

234 (0) 709 810 1453

234 (0) 802 302 4242

Via Electronic mail:

…………………………

17th of November 2016

**Miss ……………..**

**Abuja**

**Nigeria**

Dear Ms. ………….

**Re: Contract/ Terms of Agreement for Event Management & Design**

We are hereby pleased to present you with the following terms and conditions of contract between …………………. (hereafter “ The Client”) and Oaken Events Limited (The Event company).

Oaken Events represents that they have extensive background in all aspects of the wedding/event management profession and access to a full range of related products and service contacts in Lagos, Africa and Internationally.  Oaken Events is willing to provide services based on this background.

* **Quotations**: Following one on one consultation, Oaken Events will provide client with a written quote. All quotations contain required cost for the event.
* **Payments**: The fee(s) payable by you to Oaken Events shall be (and shall be paid) as set out in your invoice. Except as otherwise agreed, all prices are quoted in naira and are exclusive of insurance and VAT (payable as stated on the relevant invoice).

If client fails to make any payment on the due date as stated in the terms, without prejudice to Oaken Events other rights or remedies, Oaken Events may cancel the services (or suspend the provision of any further services to the client) and charge an interest at the rate of 2% per month on the unpaid amounts until payment thereof is made in full.

As many costs are incurred on your behalf prior to the event date, The Company will require the following:

* A deposit, of 75 percent of the total quotation cost, is required immediately to confirm your event, together with a completed acceptance form signed by The Client or representative of The Client. The balance of 25 percent one-month prior to the event.
* All Deposits are non-refundable.
* Payments can be made in cash, cheque or manager’s cheques (bank draft), through bank transfer or credit card.
* **Local Transfer Instruction**

Bank: Diamond Bank

Account Name: Oaken Events Limited

Account number: 0022136364

Location: Plot 730, Adeola Hopewell Street, Victoria Island. Lagos

Bank: Guaranty Trust Bank Plc

Account Name: Oaken Events Limited

Account number: 0009210368

Location: Lekki Phase 1 Branch

Bank: Access Bank

Account Name: Oaken Events Limited

Account number: 0006473217

Location: Plot 15, Ligali Ayorinde Street, Victoria Island. Lagos

* **Foreign Transfer (Transfer into Domiciliary account)**

Correspondent Bank: SCB London

Swift: GTBINGLA

Sort code:  058152159

Account number –Dollar – 0009210423

Account number – pound - 0009210430

Bank: Guaranty Trust Bank Plc

Bank address: Block 5, Plot 5 Victoria Island Annex, Lekki Lagos.

* **Cancellation:**

In the event of a cancellation, the following conditions will apply:

* 1. All cancellations must be made by telephone, in the first instance and immediately confirmed in writing or by email at the earliest date. The Event will only be cancelled when The Client is in receipt of a written cancellation acceptance from The Company. If, at any stage after Confirmation and commitment, the client decides that they no longer require the agreed services or the Deliverables (or any part thereof), any deposit paid shall be retained by Oaken Events and the client shall also be liable for all costs, losses or damages incurred by Oaken Events prior to such cancellation.
* If The Client shall cancel or be deemed to cancel 100 days and above prior to the event date specified in the quotation, then The Client shall be liable to pay 30 percent of the full quoted management price dependent upon costs already incurred by The Company.
* If The Client shall cancel or be deemed to cancel 99-60 days prior to the event date specified in the quotation, then The Client shall be liable to pay 50 percent of the full quoted management price, dependent upon costs already incurred by The Company.
* If The Client shall cancel or be deemed to cancel 59- 40 days prior to the event date specified in the quotation, then The Client shall be liable to pay 80 percent of the full quoted management price, dependent upon costs already incurred by The Company.
* Any cancellations 39 days prior to the date of the event, The Client will be liable to pay 100 percent of the full quoted management price, dependent upon costs already incurred by The Company. Should cancellation be received by Oaken Events less than 3 weeks prior to the date of the event, the client shall in addition pay a sum equal to 100% of the contract value, less the deposit already paid. The said sum shall be payable as compensation as an estimate of the loss that Oaken Events would suffer.
* In the event the Event Managers cancel the event within 60 days prior to the event, the company will make full client refund of monies paid minus (-) non-refundable deposits or charges.
* Deposits are non refundable . Payment indicates a commitment.
* Refunds will be provided within 21-30days of cancelation.
* **Terminations**:

The effective date here of shall be the date

* upon which the last party to the agreement signs the agreement. It shall remain
* in effect until all obligations under the agreement have been completed.

Without prejudice to Oaken Events other rights or remedies, Oaken Events may terminate the provision of services to the client immediately without liability to the client if (a) client commits a material breach of the terms (b) Oaken Events decides that (in its reasonable view) the client has committed an act which makes it unacceptable for Oaken Events to provide, or to continue to provide, the agreed services and/or the Deliverables to the client or which could affect the reputation of Oaken Events .

Upon termination of the services (for whatever reason), client is required to return to Oaken Events any Deliverables, documents, information, samples, and any other materials which relate to the agreed Deliverables or services and which have not been paid for in full or which otherwise remain the property of Oaken Events.

* **Service Providers/ Vendors**
* We usually require that all vendors are selected from our list of preferred caterers, rental agencies, musicians, Emcee’s, bands, DJ’s, entertainment, photographers and videographers, caterers etc. as they have demonstrated superior professionalism and service.
* However, in the event the client desires to use their own service provider/vendor; Oaken Events will not be held liable for any inaccuracy or setbacks.
* Oaken Events will cooperate with client’s personal service provider/vendor to achieve a desired goal.
* Clients are responsible for notifying their personal service providers/ vendors about Oaken Events and their role in their event.
* Clients will be required to provide Oaken Events with all necessary contact information required on personal service providers/ vendors once agreements have been concluded with them.
* Oaken Events will then ensure that all clients’ personal vendors are contacted before the wedding and are given all necessary information on the event.

Description of services:

* Oaken Events will provide the following services based on discussions with client:
* …………………………………………
* **Date Changes:**

 In the event the client is forced to change the date of the event every effort will be made by The Events Company and staff to transfer location reservations, sub-contractors to support the new date.  The client agrees that in the event of a date change any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of the client.  The client further understands that last minute changes can impact the quality of the event and that The Event Company is not responsible for these compromises in quality.

* **Set Up for Event Design**

Set up is usually carried out either 24 or 48 hours before an event depending on access we have to the venue and the environmental circumstances i.e. rain etc. Tear down of an event will be done immediately an event ends. In the result an event ends after 9.00pm, décor items may be removed on that same day or by 8.00am the following day.

Additional charges being demanded by the venue will be the sole responsibility of the client. This could range from refundable deposits, generator rentals (only applies to ambience lightening) set up charges etc. Such charges will be brought to the attention of the client for necessary settlement.

* **Design**

Reservations: Upon client’s signature or written email consent or payment of fees, Oaken Events will reserve required date of event. Additional numbers will result in additional fee. All designs produced by Oaken Events are protected by copyright and Oaken's rights are hereby expressly reserved. Clients may not, without our express written permission use, produce or provide any of our designs to any third party. The client agrees that the design team would provide design services for aspects paid before the event. Oaken Events will not provide full design service where client fails to make payment in full. Oaken Events also reserves the right to not provide design services without any refund where the client fails to comply with full payment and terms and conditions.

Oaken events as a standard practice will always strive to provide all items as indicated in any invoice given to a client. There are however instance where unexpected scenarios may arise such as natural disasters, bad weather etc. In such situations, alternatives may have to be sought and client informed duly. All prices quoted are at rental cost. In the event a client requires the item after the event, the client would be required to pay the full cost for that item. Third party related invoices may be provided separately and may not constitute any part of our design invoice except where requested by the client.

* **Use of clients image**:

Oaken Events reserves the right to take and use any of the images of a client, event management, design production and not limited to any of the above as we wish for marketing and promotional purposes, including advertising and promotion without compensation to the client. Where a client wishes to maintain privacy, the client will be required to make such request via telephone, in the first instance and immediately confirmed in writing or by email at the earliest date**.**

**Arrival/ Departure times for Event Management**

Arrival at an event venue will be dependent on the location and time of an event. Movement and departure from the event venue site will be 4 hours before and 2 hours after the event ends as advised by client. Extra hours to remain on site on request will result in client being charged an additional 5% of the event management fee every hour.

Where the event company is handling both event management and design, movement to the site may be as early as 7.00am on the day of the event.

* **Events outside Original location**

The event company will handle events outside their present location. Clients however will be responsible for the cost of feeding, accommodation and transportation (Transportation of décor items inclusive). The event company will also visit the identified venue before the day to familiarize themselves with the venue (This cost too is borne by the client) More often our professional vendors will be approached to handle the event. This however will be dependent on cost and the preferred vendor option by the client.

* **Destination Events**:

Oaken Events will provide the client with all necessary invoices. Clients will be responsible for all logistics, which include, all transports, feeding, accommodation etc. This cost is independent of any other management bill, design or third party vendor’s bills that maybe provided for the event. In the event, the client requires Oaken Events to handle all logistics, the cost will be provided. Clients are required to ensure all payments as stated in the payment terms of condition is fully adhered to.

* **Ushers/ Usherettes**

Oaken Events trains ushers and usherettes regularly on required conduct and level of professionalism accepted at all our events.

Oaken Events require the services of Ushers/Usherettes at every event and usually maintain a ration of 1:30 guest. The services of Ushers at our event are at an additional cost and vital towards the overall success of good management. We recognize that ushers service is an integrate part of our overall event management.

Oaken Events will NOT USE any other Ushers/ Usherettes from any other company/event company at any event being managed by us. This is a standard policy that guides against sub standard execution of any event.

* **Crowd Managers**:

This is an optional service provided by Oaken Events at an additional cost per crowd manager.

Oaken Events provide trained and professional Crowd Managers who are effective in ensuring guest management and strict adherence to seating charts and plans.

Oaken Events highly recommend the use of crowd managers, particularly for events that exceed a guest count of 400 guests.

* **Event Coordination**

The Event Company will encourage event management rather than on the day coordination of any event, however if clients require that we coordinate their event the following terms and conditions will apply:

- Contact information of all vendors to be provided 4 weeks before the event

- Date, Venue, Colour etc

- Use of our personal and well trained Ushers/ Usherettes

- Reserved seating and VIP guest list

- Supply of any information that will guide the success of the event

* **Date Changes:**

 In the event the client is forced to change the date of the event every effort will be made by The Events Company and staff to transfer location reservations, sub-contractors to support the new date.  The client agrees that in the event of a date change any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of the client.  The client further understands that last minute changes can impact the quality of the event and that The Event Company is not responsible for these compromises in quality.

* **Indemnity:**

Except as otherwise prohibited by law each party shall indemnify and hold the other party harmless from all claims, actions, suits, losses, and expenses of any nature for its employees or subcontractors, breach of their agreement, negligence or intentional misconduct.

* **Contingency:**

Where delicate items such as vases, table number frames, tea light candleholders etc. are to be provided for an event. A contingency charge will be required to be made by the client and will be included in the final and agreed invoice.

* **Relationship of parties**

Both parties acknowledge and agree that the services performed by Oaken Events, its employees, sub contractors or agents shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture.

* **Confidentiality**

Neither party will disclose any information of the other which comes into its possession under or in relation to this Agreement and which is of a confidential nature.

* **Late hours:**

Oaken Events is responsible for the safety of ushers and staff that work on site for an event. A surcharge of **N75, 000** is required to be paid by the client for any event that ends after **7.00pm**. This surcharge is necessary for the security of our staff and to enable us secure appropriate transportation and possibly accommodation for all staff on site.

* **Seating charts, plans, etc.**

Requirement of seating charts, plans will be provided at an additional cost, which will be advised to the client accordingly.

* **Entire Agreement:**

This Agreement contains the entire agreement of the parties and there are no other promises or conditions (our terms and conditions apply) in any other agreement whether oral or written.  This Agreement supersedes any prior written or oral agreements between the parties.

* **Amendment:**

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

* **Waiver of contractual rights:**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**22) Applicable Law:**

This Agreement shall be governed by the laws of the Federal Republic of Nigeria

Should you have any further queries in this regard, please do not hesitate to contact me.

We trust that Oaken Events will make your event unforgettable

I, The Client hereby confirm that the above information is correct and has been agreed upon:

Client’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Oaken Events: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_