

BACKGROUND:

These Terms and Conditions are provided in connection with the provision of event management services by <<insert name of Service Provider>>, a <<insert business type, e.g. Sole Trader, Partnership, LLP, Private Limited Company>> registered in England under number <<insert registration number>>] [,whose registered address is <<insert registered address>> and] whose main trading address is <<insert address>>.

These Terms and Conditions are provided in connection with the provision of event management services by <<insert name of Service Provider>>, a <<insert business type, e.g. Sole Trader, Partnership, LLP, Private Limited Company>> registered in England under number <<insert registration number>>] [,whose registered address is <<insert registered address>> and] whose main trading address is <<insert address>>.

1. Definitions and Interpretation

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

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

“Business Day”

any day other than a Saturday, Sunday or bank holiday;

“Calendar Day”

any day of the year;

“Contract”

the contract for the provision of Event Management Services, as explained in Clause 3;

“Deposit”

any payment made to Us under sub-clause 3.1;

“Event”

any event which you require the Event Management Services as described in your Order;

“Event Management Services”

the Event Management Services which are to be provided to you as specified in your Order (as set out in your Order Confirmation);

“Month”

any month;

“Price”

the price payable for the Event Management Services;

“Special Price”

any special price payable for Event Management Services which We may offer from time to time;

“Order”

your order for the Event Management Services (as shown overleaf);

“Order Confirmation”

the receipt and confirmation of your Order (as shown in Clause 3; and

“We/Us/Our”

<<insert trading name if different from company name>>], a <<insert business type, e.g. Sole Trader, Partnership, LLP, Private Limited Company>> registered in England under number <<insert registration number>>] [,whose registered address is <<insert registered address>> and] whose main trading address is <<insert address>>.

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1.2 Each reference in this document to "writing" and any similar expression includes electronic communications whether sent by e-mail, [text message,] fax or other means.

communications whether sent by e-mail, [text message,] fax or other means.

2. Information About Us

2.1 <<insert name of Seller, if different from company name>> [Sole Trader, Partnership, Limited Company, etc.] registered in England under number <<insert number>> and whose registered address is <<insert address>> <<insert address>>

trading as <<insert trading name if different from company name>> [Sole Trader, Partnership, Limited Company etc.] registered in England under number <<insert number>> [whose registered address is <<insert address>>] whose main trading address is <<insert address>>

2.2 [Our VAT number is <<insert VAT number>>].

].

2.3 [We are regulated by <<insert regulator(s)>>].

regulator(s)>>].

2.4 [We are a member of <<insert association(s) etc.>>].

association(s) etc.>>].

2.5 [<<Insert further information>>].

3. The Contract

3.1 These Terms and Conditions of Sale and Event Management Services are entered into between Us and you. Before you accept these Terms and Conditions, please read these Terms and Conditions carefully.

the sale and provision of Event Management Services on the basis of the Contract between Us and you. Before you accept these Terms and Conditions, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please contact Us for clarification.

3.2 Nothing provided by Us in any literature, price list or other document capable of acceptance by you constitutes a contractual offer that We intend to be bound by.

Our offer is limited to, sales and marketing literature, price lists and other documents which constitute a contractual offer that We intend to be bound by.

3.3 A legally binding contract will be created upon Our acceptance of your Order Confirmation. Our Order Confirmations will be sent to you by email.

Contract and you will be created upon Our acceptance of your Order Confirmation. Order Confirmations will be sent to you by email.

3.4 We shall ensure that all information is given to you prior to the formation of the contract, such information is:

information is given or made available to you prior to the formation of the contract between Us and you, save for where otherwise stated in the context of the transaction:

3.4.1 The main characteristics of the Event Management Services;

1) the main characteristics of the Event Management Services;

3.4.2 Our identity and contact details (as set out below in Clause 3.4.5);

2) and contact details (as set out below in Clause 3.4.5);

3.4.3 The total Price of the Event Management Services including taxes or other charges, if the nature of the Event Management Services is such that the Price cannot be calculated in advance; and

3) the total Price of the Event Management Services including taxes or other charges, if the nature of the Event Management Services is such that the Price cannot be calculated in advance; and

3.4.4 The arrangements for the performance and the time by which (or within which) the Event Management Services will be performed;

4) the arrangements for the performance and the time by which (or within which) the Event Management Services will be performed;

3.4.5 Our complaint handling procedure.

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- 3.4.6 Where applicable, we will provide sales services and commercial guarantees;
- 3.4.7 The duration of the contract shall be applicable, or if the contract is of indefinite duration, the contract shall not be extended automatically, the conditions for termination shall be set out in 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 from the Order Confirmation, before the Event begins. We will endeavour to accommodate any requested changes to the Order, provided that We will be able to do so. If doing so means that we incur additional costs, We will inform you and ask you how you wish to proceed. If you do not take any action. We will not charge you a higher Price without your consent.
- 4.3 You may cancel your Order within the <<insert time period>> of placing it] OR [up to <<insert time period>> before the date of the Event]. If you have already made any payments under Clause 5 (including, but not limited to the Deposit), the Price of the Order shall be refunded to you within <<insert time period>>. [If you request cancellation in writing.] If you request cancellation after this time period, or once the Event has started, please refer to Clause 10.
- 4.4 We may cancel your Order if we are unable to provide Event Management Services due to unavailability of required personnel or materials, or due to circumstances outside of Our reasonable control. If such cancellation occurs, we will inform you as soon as is reasonably possible. Any payments to Us under Clause 5 (including, but not limited to the Deposit) will be refunded as soon as is reasonable. Cancellations will be confirmed in writing.

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5. Price and Payment

- 5.1 The Price of the Event Management Services will be calculated in accordance with Our <<insert document>> in place at the time of your Order. If the Price shown in Our current Price We will inform you upon receipt of the Order.
- 5.2 If We quote a Special Price to the Price shown in Our current <<insert document>>, the Special Price will be valid for <<insert time period>> or, if applicable, for the period shown in the <<insert document>>. Orders placed during this period will be accepted at the Special Price. We do not accept the Order until after the period has expired.
- 5.3 Our Prices may change between the date of your Order and the date of the Event. These changes will not affect Orders that We have already accepted.
- 5.4 All Prices include Value Added Tax (VAT) (unless otherwise stated).

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Order and the date you must pay. Changes to the Price received payment in

will adjust the rate of VAT that you pay on any Prices where We have already

5.5 Before We begin providing Event Management Services, you will be required to pay a Deposit of <<insert percentage>>% of the total Price for the Event Management Services. The amount of the Deposit for payment of your Deposit will be included in the Contract.

management Services, you will be required to pay a Deposit of <<insert percentage>>% of the total Price for the Event Management Services. The amount of the Deposit for payment of your Deposit will be included in the Contract.

5.6 In certain circumstances, your Deposit will be refunded in full or in part. The amount of the refund will be calculated based upon the Price for the Event Management Services on the list, and the amount of the Deposit paid to sub-Clause 4.3. If you cancel your Order, or to Clause 4.4 after they have begun

cancelled, your Deposit will be refunded in full or in part. The amount of the refund will be calculated based upon the Price for the Event Management Services on the list, and the amount of the Deposit paid to sub-Clause 4.3. If you cancel your Order, or to Clause 4.4 after they have begun

5.7 The balance of the Deposit must be paid to the date of the Event Management Services].

> later than <<insert period>> prior to the date of the Event Management Services provided the Event Management Services].

5.8 Additional items supplied at the request of you [invoiced separately] will be charged to you [on the relevant invoice]. Please note that We will not be responsible for any additional expense without your prior agreement.

Additional items supplied at the request of you [invoiced separately] will be charged to you [on the relevant invoice]. Please note that We will not be responsible for any additional expense without your prior agreement.

5.9 We accept the following methods of payment:

t:

5.9.1 <<insert type of payment method>>

5.9.2 <<insert type of payment method>>

5.9.3 <<insert type of payment method>>

5.9.4 <<insert type of payment method>>

5.9.5 <<add more payment methods>>

required>>.

5.10 [Credit and/or debit card payments will be charged to the card at the point at which a card will be charged>>.]

insert point at which a card will be charged>>.]

5.11 If you do not make payment of the Price by the due date [as shown in/on <<insert document e.g. invoice>>] We may charge you interest on the overdue sum of <<insert percentage between 2 and 4>>% per annum at the time to time. Interest will be charged on the overdue sum, whether before or after judgment. [If payment is not made by the due date, please note that failure to provide the Event Management Services will result in Us retaining your Deposit in full to cover the cost of the Event Management Services and our opportunity to provide the Event Management Services. We will not be responsible for any further payment for the Event Management Services already provided (including preparatory work).]

due date [as shown in/on <<insert document e.g. invoice>>] We may charge you interest on the overdue sum of <<insert percentage between 2 and 4>>% per annum at the time to time. Interest will be charged on the overdue sum, whether before or after judgment. [If payment is not made by the due date, please note that failure to provide the Event Management Services will result in Us retaining your Deposit in full to cover the cost of the Event Management Services and our opportunity to provide the Event Management Services. We will not be responsible for any further payment for the Event Management Services already provided (including preparatory work).]

5.12 The provisions of this Clause 5 do not apply if you have promptly contacted Us to dispute such a dispute is ongoing.

not apply if you have promptly contacted Us to dispute such a dispute is ongoing.

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repeat the Event M
We will not charge
such repeat perform
be any sum up to th
to Us, may result in
without undue delay
date on which We a
same payment m
alternative method.
Management Servic
faulty or incorrectly

8. Our Liability

8.1 We will be responsi
as a result of Our b
negligence (includin
or damage is fores
negligence or if it
created. We will
foreseeable.

8.2 We provide Event
purposes). We
Management Servic
your Order, you ag
for such purposes.
business, interruptio

8.3 [If We are providin
cause any damage
you. We are not r
your property.]

8.4 Nothing in these Te
for death or person
employees, agent
misrepresentation.

8.5 Nothing in these Te
for failing to perfor
and skill or in acco
or about Us.

8.6 Nothing in these T
rights as a consum
Your local Citizens

9. Events Outside of Our Co

9.1 We will not be liab
where that failure
reasonable control.
internet service pro
third parties, riots
earthquakes, subsi

accordance with your legal rights,
We will bear any and all costs of
a price reduction applies, this may
you have already made payment(s)

Any such refunds will be issued
n 14 calendar days starting on the
d to the refund) and made via the
by you unless you request an
rights relating directly to the Event
edies if We use materials that are

loss or damage that you may suffer
d Conditions or as a result of Our
, agents or sub-contractors). Loss
is consequence of the breach or
u and Us when the Contract is
any loss or damage that is not

for domestic and private use (or
representation that the Event
purposes of any kind. By making
the Event Management Services
you for any loss of profit, loss of
loss of business opportunity.

services in your property and We
at damage at no additional cost to
existing faults or damage in or to

eks to exclude or limit Our liability
negligence (including that of Our
or for fraud or fraudulent

eks to exclude or limit Our liability
nt Services with reasonable care
provided by Us about the Services

eks to exclude or limit Your legal
Your legal rights, please refer to
g Standards Office.

lay in performing Our obligations
any cause that is beyond Our
ut are not limited to: power failure,
k-outs or other industrial action by
t, fire, explosion, flood, storms,
(threatened or actual), acts of war

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(declared, undeclared or other natural disasters that is beyond Our reasonable control.

preparations for war), epidemic or that is beyond Our reasonable

9.2 If any event described in 9.1 affects Our performance under these Conditions:

occurs that is likely to adversely affect Our obligations under these Terms and

9.2.1 We will inform you as soon as is reasonably possible;

reasonably possible;

9.2.2 Our obligations under these Conditions will be suspended and any time period specified in these Conditions will be extended accordingly;

and Conditions will be suspended and any time period specified in these Conditions will be extended accordingly;

9.2.3 We will inform you as soon as is reasonably possible and provide details of the Event Management Services affected;

outside of Our control is over and above Our reasonable control, times or availability of Event Management Services affected;

9.2.4 If an event described in 9.1 occurs and you wish to cancel the Contract, you will exercise your right to Cancel under sub-Clause 4.3;

occurs and you wish to cancel the Contract, you will exercise your right to Cancel under sub-Clause 4.3;

9.2.5 If the event described in 9.1 continues for more than <<insert period>> we will exercise our right to cancel the Contract in accordance with Our right to cancel the Contract in accordance with Our 10.5.3 and inform you of the cancellation. You will be paid for any Event Management Services reasonably possible, and in any event within 14 Calendar Days of cancellation notice.

continues for more than <<insert period>> we will exercise our right to cancel the Contract in accordance with Our 10.5.3 and inform you of the cancellation. You will be paid for any Event Management Services reasonably possible, and in any event within 14 Calendar Days of cancellation notice.

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10. Cancellation

10.1 If you wish to cancel the Contract before the Event Management Services begin, you may do so under sub-Clause 4.3.

Event Management Services before the Event Management Services begin, you may do so under sub-Clause 4.3.

10.2 Once We have begun to provide the Event Management Services, you are free to cancel the Contract at any time by giving Us <<insert period in writing>>. If you have paid any sums for Event Management Services We have 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 sums will either be deducted from any refund due to you or, if no refund is due to you or, if no refund is due to you, we will invoice you for those sums in accordance with Clause 5.

management Services, you are free to cancel the Contract at any time by giving Us <<insert period in writing>>. If you have paid any sums for Event Management Services We have 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 sums will either be deducted from any refund due to you or, if no refund is due to you or, if no refund is due to you, we will invoice you for those sums in accordance with Clause 5.

10.3 If any of the following events occurs and the Contract in force, and you have made any payment to Us for Event Management Services 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 sums will either be deducted from any refund due to you or, if no refund is due to you or, if no refund is due to you, we will invoice you for those sums in accordance with Clause 5. If you cancel because of Our breach under sub-Clause 4.3, you will not be required to make any [further] payments to Us [and we will not be required to make any [further] payments to Us]. You will not be required to give notice in these circumstances:

If the Event Management Services are cancelled, you will be required to give Us written notice. If you have made any payment to Us for 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 sums will either be deducted from any refund due to you or, if no refund is due to you or, if no refund is due to you, we will invoice you for those sums in accordance with Clause 5. If you cancel because of Our breach under sub-Clause 4.3, you will not be required to make any [further] payments to Us [and we will not be required to make any [further] payments to Us]. You will not be required to give notice in these circumstances:

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10.3.1 We have breached the Contract in any material way and have failed to remedy that breach within the <<insert period>> of you asking Us to do so in writing; or

any material way and have failed to remedy that breach within the <<insert period>> of you asking Us to do so in writing; or

10.3.2 We enter into any arrangement with an administrator or receiver appointed over Our assets;

an administrator or receiver appointed over Our assets;

10.3.3 We are unable to perform Our Management Services due to an event outside our control (other than as provided in sub-Clause 9.2.4); or

Management Services due to an event outside our control (other than as provided in sub-Clause 9.2.4); or

10.3.4 We change the terms of Our Management Services to your material disadvantage.

the terms of Our Management Services to your material disadvantage.

10.4 We may cancel your Event Management Services before the end of sub-Clause 4.4.

We may cancel your Event Management Services before the end of sub-Clause 4.4.

10.5 If any of the following events occurs, we will cancel the Event Management Services and the Contract immediately in writing and you will be required to pay any payment to Us immediately. If you have not yet provided, these sums shall be provided to you as soon as is reasonably practicable, and in any event within 14 Days of Our cancellation notice. If you have already provided, the relevant sums will either be repaid to you and due to you or, if no refund is possible, you will be required to make payment in accordance with the <<insert period>> notice in the Contract.

If any of the following events occurs, we will cancel the Event Management Services immediately in writing. If you have made any payment to Us for Event Management Services We have not yet provided, these sums shall be provided to you as soon as is reasonably practicable, and in any event within 14 Days of Our cancellation notice. If you have already provided, the relevant sums will either be repaid to you and due to you or, if no refund is possible, you will be required to make payment in accordance with the <<insert period>> notice in the Contract.

10.5.1 You fail to make any payment to Us as required under Clause 5 (this does not affect our right to charge interest on overdue sums under sub-Clause 5.11);

You fail to make any payment to Us as required under Clause 5 (this does not affect our right to charge interest on overdue sums under sub-Clause 5.11);

10.5.2 You have breached the Contract in any material way and have failed to remedy that breach within the <<insert period>> of Us asking you to do so in writing; or

any material way and have failed to remedy that breach within the <<insert period>> of Us asking you to do so in writing; or

10.5.3 We are unable to perform Our Management Services due to an event outside our control (other than as provided in sub-Clause 9.2.5);

Management Services due to an event outside our control (other than as provided in sub-Clause 9.2.5);

10.6 For the purposes of sub-Clauses 10.3.1 and 10.5.2) a breach of the Contract is considered 'material' if it is not minimal or trivial in its consequences to the contracting 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, we will take into account whether it was caused by any accident, mishap, or other event outside our control.

For the purposes of sub-Clauses 10.3.1 and 10.5.2) a breach of the Contract is considered 'material' if it is not minimal or trivial in its consequences to the contracting 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, we will take into account whether it was caused by any accident, mishap, or other event outside our control.

11. Communication and Complaints

11.1 If you wish to contact Us with any complaints, you may contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>.

If you wish to contact Us with any complaints, you may contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>.

11.2 In certain circumstances, you may be required to contact Us in writing. When contacting Us in writing you may use the following details:

In certain circumstances, you may be required to contact Us in writing. When contacting Us in writing you may use the following details:

11.2.1 Contact Us by email at <<insert email address>>; or

by email at <<insert email address>>; or

11.2.2 Contact Us by post at <<insert company name>>, <<insert address>>.

by post at <<insert company name>>, <<insert address>>.

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12. Complaints and Feedback

- 12.1 We always welcome your feedback. We always use all reasonable endeavours to resolve your concerns. Ours is a positive organisation and we value your feedback. We will investigate any cause for complaint.
- 12.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available at <insert location(s)>>.
- 12.3 If you wish to complain about any aspect of your dealings with Us, including, but not limited to, the performance of the Event Management Services, you should contact Us by one of the following ways:
 - 12.3.1 [In writing, by email, or by post, stating your name and/or position and/or department>>]
 - 12.3.2 [By email, by post, or by telephone, stating your name and/or position and/or department>>;]
 - 12.3.3 [Using Our complaint form, stating your name and/or position and/or department>>]
 - 12.3.4 [By contacting Us on the telephone, stating your name and/or position and/or department>>]

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

For complete details of Our data protection policy, including, but not limited to, the legal basis or bases for use of your personal data, and how to exercise your rights, please refer to Our Privacy Notice available at <insert location>>.

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14. Other Important Terms

- 14.1 We may transfer (and you may accept) your obligations and rights under these Terms and Conditions (and any other terms and conditions) to a third party (this may happen, for example, if we are acquired by another business). If this occurs you will be informed by Us in writing. Your obligations and rights under these Terms and Conditions will not be affected and you will remain bound by them.
- 14.2 You may not transfer (and you may not accept) your obligations and rights under these Terms and Conditions (and any other terms and conditions) to a third party (this may happen, for example, if you are acquired by another business) without Our express written permission.
- 14.3 The Contract is between Us and you. No person or third 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 unenforceable by any court or other authority, that / those provisions shall nevertheless remain valid and enforceable in all other respects.
- 14.5 No failure or delay in exercising any of Our rights under these Terms and Conditions shall constitute a waiver of that right, and no waiver by Us of

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waive any subsequ

and Conditions means that We will
for any other provision.

15. Governing Law and Juris

15.1 These Terms and C
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construed in accord
[Scotland].

and the relationship between you
(se) shall be governed by, and
[England & Wales] [Northern Ireland]

15.2 As a consumer, yo
your country of res
reduces your rights

mandatory provisions of the law in
Clause 15.1 above takes away or
those provisions.

15.3 Any dispute, contro
to these Terms and
and Us (whether co
the courts of Englan
your residency.

claim between you and Us relating
t, or the relationship between you
shall be subject to the jurisdiction of
Northern Ireland, as determined by

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