# REEMENT EVENT M

1

# THIS AGREEMENT is made the BETWEEN:

- (2) <<Name of Client>> [a conumber <<Company Reginations Address>> ("the Company Reginations Address")

# WHEREAS:

- (1) The Company provides e services>>.
- (2) The Client wishes to hos management services for t

# IT IS AGREED as follows:

- 1. Definitions and Interpreta
  - 1.1 In this Agreement expressions have th

"Business Day"

"Confidential Informatio

"Data Protection Legislation"

"Event"

"Event Management Services"

"Term"

"Total Price"

1.2 Unless the context

<Country of Registration>> under se registered office is at] OR [of]

Country of Registration>> under e registered office is at] OR [of]

es for <<insert further details of

to procure the Company's event vent.

therwise requires, the following

er than Saturday or Sunday) on are open for their full range of <insert location>>;

either Party, information which is ty by the other Party pursuant to this Agreement (whether orally or r medium, and whether or not the sly stated to be confidential or

legislation in force from time to ngdom applicable to data by including, but not limited to, the led EU law version of the General ulation ((EU) 2016/679), as it of England and Wales, Scotland, by virtue of section 3 of the hdrawal) Act 2018); the Data and regulations made Privacy and Electronic gulations 2003 as amended;

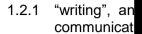
vent as detailed in Schedule 1;

hagement services to be provide tetailed in Schedule 2;

is Agreement as defined in

s payable for the Event es as specified in Schedule 3.

reference in this Agreement to:



- 1.2.2 a statute or provision as
- 1.2.3 "this Agreer Schedules a
- 1.2.4 a Schedule
- 1.2.5 a Clause or (other than and
- 1.2.6 a "Party" or
- 1.3 The headings used no effect upon the i
- 1.4 Words imparting the
- 1.5 References to any
- 1.6 References to person

# 2. Event Management Servi

- 2.1 The Company shall Management Service
- The Company sha Management Service
- 2.3 Where there are a necessary for the C the time and date of Management Service take place as and the Company under avoidance of doubt, for the purpose of C

# 3. Fees and Payment

- 3.1 The Client shall pay the Total Price (the
- Following the signin paid to the Compan the Event.
- 3.3 If this Agreement is the Event, notwiths payable in full at the
- 3.4 Additional items in disbursements, or a Agreement must be by the Company. A Client at the discrewithin <<insert num
- 3.5 Time shall be of the fails to make any p

ion, includes a reference to any transmission or similar means;

is a reference to that statute or at the relevant time;

this Agreement and each of the need at the relevant time:

lement:

ce to a Clause of this Agreement agraph of the relevant Schedule;

parties to this Agreement.

r convenience only and shall have ement.

clude the plural and vice versa.

other gender.

tions.

this Agreement, provide the Event

and skill in providing the Event

tory steps which it is reasonably date of this Agreement but before he Company to provide the Event a timely basis and for the Event to be deemed to be an obligation of ke each of those steps. For the be an obligation of the Company

osit of <<insert percentage>>% of ng of this Agreement.

balance of the Total Price shall be number>> days prior to the start of

umber>> days prior to the start of and 3.2, the Total Price shall be

d to, out of pocket expenses, the Client after the signing of this in writing before being acted upon invoiced by the Company to the dayment therefor shall be due the invoice.

under this Agreement. If the Client then the Company shall, without

under this Ag then the Co prejudice to any rig provision in force from any sums over of judgment, at the rat bank name>> base without prejudice to

- 3.6 [No tickets, itinera arrangements relati payment has been to the state of the s
- 3.7 [Wine purchased by The Client is deemed and will be charged]
- 3.8 [Where wine is no corkage in respect Management Service list for the time bein

# 4. Variation and Amendmen

- 4.1 If the Client wishes in writing as soon reasonable endeav costs thereby incurr
- 4.2 If, due to circumsta change in the arra forthwith. The Com changes to a minir close to the original

# 5. Liability and Indemnity

- 5.1 Except in respect negligence, the Co warranty, condition terms of this Agreer or consequential locaused by the Com the performance of the Client of the Event.
- 5.2 The Client shall independent and expenses incurred (including that of employees.
- 5.3 [If Electrical general Client does not average emergency supply responsibility for los in the primary supplements.]

# 6. **Confidentiality**

6.1 Each Party underta authorised in writing continuance of this eay have pursuant to any statutory e right to charge the Client interest e in full, both before and after any >>% per annum over the <<insert n force. This provision shall apply b-Clause 8.3.1.

nal details with respect to the vill be forwarded to the Client until / in full.]

d charged for on a per case basis. en cases remaining after an Event

npany, the Company will charge at Events at which the Event ordance with the Company's price

Event, it must notify the Company ble. The Company shall use all ired changes and any additional e Client.

any's control, it has to make any e Event it shall notify the Client onable endeavours to keep such offer the Client arrangements as e in the circumstances.

njury caused by the Company's on of any representation, implied luty at common law or under the ss of profit or any indirect, special penses or other claims (whether is or otherwise) in connection with this Agreement or with the use by as supplied in connection with the

gainst all damages, costs, claims ass or damage to any equipment by the Client or its agents or

supplies are required and if the ity of the Company providing an the Company shall accept no caused as a result of any failure

ovided by sub-Clause 6.2 or as it shall, at all times during the <insert period>> years] after its

# termination:

- 6.1.1 keep confide
- 6.1.2 not disclose
- 6.1.3 not use any contemplate
- 6.1.4 not make ar any Confide
- 6.1.5 ensure that contractors of be a breach
- 6.2 Either Party may:
  - 6.2.1 disclose any
    - 6.2.1.1 any s
    - 6.2.1.2 any d
    - 6.2.1.3 any afore

to such exter this Agreem Services), or inform the Information such body usuch body usuch body confidentiality should be a keep the Copurposes for

- 6.2.2 use any Cor other persor or at any tin fault of that not disclose knowledge.
- 6.3 The provisions of th terms, notwithstand

# 7. Force Majeure

- 7.1 The Company shat obligations under the cause that is beyout include, but are not industrial action, civacts of war, governing beyond the control of the
- 7.2 In the event that as obligations under th hours or days>>, e by written notice at

rmation;

tion to any other party;

n for any purpose other than as erms of this Agreement;

ny way or part with possession of

officers, employees, agents, subwhich, if done by that Party, would Clauses 6.1.1 to 6.1.4 above.

to:

of that Party;

hority or regulatory body; or

f that Party or of any of the es or bodies;

for the purposes contemplated by limited to, the provision of the each case that Party shall first in question that the Confidential pt where the disclosure is to any or any employee or officer of any ng to the other Party a written arty in question. Such undertaking in the terms of this Clause 6, to nfidential and to use it only for the nade; and

any purpose, or disclose it to any it is at the date of this Agreement, nes, public knowledge through no use or disclosure, that Party must tial Information which is not public

e in force in accordance with their Agreement for any reason.

failure or delay in performing its h failure or delay results from any I ("Force Majeure"). Such causes h, internet service provider failure, ns, earthquakes, acts of terrorism, or similar or dissimilar event that is

e the Company cannot perform its nuous period of <<insert period of scretion terminate this Agreement the event of such termination, the

Company shall be the Client or which costs, expenses ar which it shall or ma and such contributions shall return any based beinged to, take such recover any such consumes so recovered.

7.3 The Company shal when any such For estimate to the Clie impact on the perfo

# 8. Term and Termination

- 8.1 This Agreement sh and shall continue f provisions of this CI
- 8.2 Without prejudice to any other provision Agreement pursuant by giving a written a provided that if the
  - 8.2.1 under no circ
  - 8.2.2 if the notice period>> d percentage> due and pareceived by
  - 8.2.3 if the notice period>> da date of the l shall become has not already
  - 8.2.4 if the notice days before shall become has not alrease.
  - 8.2.5 any addition any arrange on demand.
- 8.3 Notwithstanding sul Agreement by giving
  - 8.3.1 any sum ov provisions o Business Da
  - 8.3.2 the other Pa this Agreem it within <<i

ny sums previously received from the Client to the Company such the Company has incurred or for arties in connection with the Event rhead as shall be reasonable and Company may, but shall not be discretion consider reasonable to the relevant third parties and shall, nnection therewith, reimburse any

riting as soon as possible if and and at the same time provide an t is likely to continue and its likely obligations.

<<insert Commencement Date>> m>> from that date, subject to the 1.2.

ninate this Agreement pursuant to the Client may terminate this at any time with immediate effect hich refers to this sub-Clause 8.2 nder this sub-Clause 8.2:

sit paid by it be returnable;

company not less than <<insert date of the Event, <<insert ayable shall become immediately the same has not already been

company not less than <<insert rt period>> days before the start ge>>% of the Total Price payable ayable to the extent that the same Company;

pany less than <<insert period>> ent, the balance of the Total Price ayable to the extent that the same Company; and

red by the Company in cancelling Event shall be paid by the Client

y may immediately terminate this er Party if:

ne other Party under any of the paid within <<insert period>> yment;

reach of any of the provisions of capable of remedy, fails to remedy s Days after being given written

notice giving remedied;

- 8.3.3 an encumbr company, a that other Pa
- 8.3.4 the other Pa being a com the meaning
- 8.3.5 the other Pamade agains the purposes a manner the bound by or this Agreements
- 8.3.6 anything an jurisdiction of
- 8.3.7 that other Pa
- 8.3.8 control of the persons not Agreement. persons" she and 1122 res
- 8.4 For the purposes of remedy if the Party respects.
- 8.5 Where it is the Clie the Company shal received by the Corany other amount(s
- 8.6 The rights to term prejudice any other concerned (if any) of the c

# 9. Effects of Termination

Upon the termination of this

- 9.1 any sum owing by a Agreement shall be
- 9.2 all Clauses which, ethe expiry or terminate
- 9.3 termination shall no which the terminatir termination or any may have in respense before the date of termination shall no which the termination or any may have in respense.
- 9.4 subject as provided rights neither Party
- 9.5 each Party shall (e cease to use, either

breach and requiring it to be

, or where the other Party is a f any of the property or assets of

arrangement with its creditors or, to an administration order (within 86);

or firm, has a bankruptcy order /, goes into liquidation (except for tion or re-construction and in such therefrom effectively agrees to be mposed on that other Party under

foregoing under the law of any her Party;

to cease, to carry on business; or

red by any person or connected other Party on the date of this Clause 8, "control" and "connected scribed thereto by Sections 1124 tion Tax Act 2010.

ach shall be considered capable of ith the provision in question in all

Agreement under sub-Clause 8.3, any Deposit or other amount(s) of the Client shall not be liable for ement.

ven by sub-Clause 8.3 shall not er Party in respect of the breach

on:

iness)

under any of the provisions of this nd payable;

ir nature, relate to the period after hall remain In full force and effect;

right to damages or other remedy pect of the event giving rise to the or other remedy which any Party Agreement which existed at or

except in respect of any accrued r obligation to the other; and

rred to in Clause 6) immediately any Confidential Information, and

7

shall immediately re control which contain

# 10. [Data Protection

For complete details of the of personal data including, used, the legal basis or b exercise them, and perso Company's Privacy Notice

# 11. [Data Processing

- 11.1 In this Clause 11, processor", and "pe Data Protection Led
- 11.2 [All personal data that under this Agreemed Data Processing A pursuant to this Ag

# OR

- 11.2 [The Parties hereby protection requirem11 shall not reliev Protection Legislat obligations.
- 11.3 For the purposes of Company is the "Da
- 11.4 The type(s) of performance processing, and the
- 11.5 The Data Controlle and notices require Processor for the pu
- 11.6 The Data Processo relation to its perfor
  - 11.6.1 Process the Controller un such persor the Data Co by law;
  - 11.6.2 Ensure that measures (a data from damage or potential ha current state those measures)
  - 11.6.3 Ensure that for processir that persona

ny documents in its possession or itial Information.

processing, storage, and retention rpose(s) for which personal data is of the Client's rights and how to applicable), please refer to the ocation>>1.1

subject", "data controller", "data I have the meaning defined in the

Company on behalf of the Client accordance with the terms of the y the Parties on <<insert date>>

oth comply with all applicable data Protection Legislation. This Clause obligations set out in the Data nove or replace any of those

islation and for this Clause 11, the lient is the "Data Controller".

e, nature and purpose of the name of the n

s in place all necessary consents nsfer of personal data to the Data Agreement.

y personal data processed by it in ations under this Agreement:

ne written instructions of the Data r is otherwise required to process a Processor shall promptly notify g unless prohibited from doing so

ble technical and organisational Controller) to protect the personal ful processing, accidental loss, ares shall be proportionate to the events, taking into account the gy and the cost of implementing are set out in Schedule 4:

ess to the personal data (whether ) are contractually obliged to keep

11.6.4 Not transfer written conscious a

11.6.4.1

11.6.4.2

11.6.4.3

11.6.4.4

11.6.5 Assist the D
to any and
compliance
security, bre
with supervi-

- 11.6.6 Notify the Duranting breach;
- 11.6.7 On the Da dispose of) of the Data C required to r
- 11.6.8 Maintain cor technical ar demonstrate the Data Cor
- 11.7 [The Data Processor to the processing of

OR

- 11.7 [The Data Process contractor with responding to the prior be unreasonably wasub-contractor, the
  - 11.7.1 Enter into a impose upor upon the Da the Data in obligations;
  - 11.7.2 Ensure that that agreement
- 11.8 Either Party may, at days'>> notice, alt

side of the UK without the prior roller and only if the following

d/or the Data Processor has/have uards for the transfer of personal

s have enforceable rights and

mplies with its obligations under gislation, providing an adequate any and all personal data so

complies with all reasonable vance by the Data Controller with g of the personal data.

ta Controller's cost, in responding ta subjects and in ensuring its ion Legislation with respect to tassessments, and consultations ators (including, but not limited to, e);

undue delay of a personal data

instruction, delete (or otherwise and any and all copies thereof to of this Agreement unless it is data by law; and

rds of all processing activities and ures implemented necessary to ause 11 and to allow for audits by designated by the Data Controller.

any of its obligations with respect Clause 11.

t any of its obligations to a subpersonal data under this Clause ata Controller (such consent not to at the Data Processor appoints a

n the sub-contractor, which shall same obligations as are imposed use 11 and which shall permit both ta Controller to enforce those

lies fully with its obligations under on Legislation.]

t <<insert period, e.g. 30 calendar acing it with any applicable data

processing clauses scheme. Such ter Agreement.]

### 12. No Waiver

No failure or delay by either shall be deemed to be a wa of any provision of this Agr breach of the same or any

### 13. **Further Assurance**

Each Party shall execute may be necessary to carry

### 14. Costs

Subject to any provisions own costs of and incident into effect of this Agreemer

### Set-Off 15.

Neither Party shall be entit or sums received in resi agreement at any time.

### 16. Assignment and Sub-Cor

- [Subject to sub-Cl Neither Party may charge) or sub-lice sub-contract or other written consent of withheld.
- 16.2 [[Subject to the pre entitled to perform member of its grou Any act or omissid purposes of this A Company.]

### 17. Time

[The Parties agree that all the essence of this Agreem

# OR

The Parties agree that the guidance only and are not mutual agreement betweer

### 18. Relationship of the Partie

Nothing in this Agreement joint venture, agency or oth contractual relationship exp

### 19. Non-Solicitation

19.1 Neither Party shall, period>> after its te n part of an applicable certification replaced by attachment to this

of its rights under this Agreement waiver by either Party of a breach to be a waiver of any subsequent

deeds, documents and things as eement into full force and effect.

ty to this Agreement shall pay its eparation, execution and carrying

n any manner from payments due er this Agreement or any other

ment is personal to the Parties. arge (otherwise than by floating te any of its rights hereunder, or obligations hereunder without the consent not to be unreasonably

he] OR [The] Company shall be hdertaken by it through any other alified and skilled sub-contractors. r or sub-contractor shall, for the to be an act or omission of the

d to in this Agreement shall be of

rred to in this Agreement are for Agreement and may be varied by

emed to constitute a partnership, between the Parties other than the s Agreement.

ement and for a period of <<insert

loy or contract the services of any

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person who is or wany time in relation that Party].

19.2 Neither Party shall, period>> after its to Party any customer cause damage to consent of that Part

# 20. Third Party Rights

20.1 [No part of this Agre accordingly the Cor this Agreement.]

## OR

[The Parties acknown so benefit <<insert purposes of the Conthereto, the Parties third parties under the continuation of the c

20.2 Subject to this Clau transferee, success

# 21. Notices

- 21.1 All notices under th if signed by, or on notice.
- 21.2 Notices shall be dea
  - 21.2.1 when delive registered m
  - 21.2.2 when sent, generated; of
  - 21.2.3 on the fifth ordinary mai

In each case notice address, or facsimil

# 22. Entire Agreement

- 22.1 [Subject to the prothe entire agreeme and may not be mo authorised represer
- 22.2 Each Party acknow on any representa provided in this A implied by statute oby law.

# 23. Counterparts

This Agreement may be Parties to it on separate co

se engaged by the other Party at out the express written consent of

ement and for a period of <<insert cit or entice away from the other h solicitation or enticement would arty [without the express written]

nfer rights on any third parties and arties) Act 1999 shall not apply to

ent is intended to benefit and shall of third party / parties>> for the d Parties) Act 1999 and, subject to confer any rights on any other

all continue and be binding on the Party as required.

writing and be deemed duly given sed officer of the Party giving the

aiven:

ier or other messenger (including ss hours of the recipient; or

and a successful return receipt is

g mailing, if mailed by national

the most recent address, e-mail other Party.

is] **OR** [This] Agreement contains with respect to its subject matter iment in writing signed by the duly

ito this Agreement, it does not rely reprovision except as expressly itions, warranties or other terms ded to the fullest extent permitted

nber of counterparts and by the when so executed and delivered



shall be an original, but a same instrument.

# 24. Severance

In the event that one or unlawful, invalid or otherwis severed from the remainde be valid and enforceable.

# 25. **Dispute Resolution**

- 25.1 The Parties shall at Agreement through have the authority to
- 25.2 [If negotiations un <<insert period>> o attempt to resolve Dispute Resolution
- 25.3 [If the ADR proced within <<insert period not participate in arbitration by either
- 25.4 The seat of the arbi
  The arbitration sha
  Arbitration as agree
  unable to agree on
  may, upon giving v
  Deputy President fo
  the appointment of
  that may be require
- 25.5 Nothing in this Cla applying to a court f
- 25.6 The Parties hereby dispute resolution u Parties.

# 26. Law and Jurisdiction

- 26.1 This Agreement (in therefrom or associaccordance with, the
- 26.2 Subject to the provi or claim between t contractual matters shall fall within the i

IN WITNESS WHEREOF this Ag before written

SIGNED by

<<Name and Title of person signir for and on behalf of <<Company N

In the presence of

ther shall constitute one and the

of this Agreement is found to be hose provision(s) shall be deemed remainder of this Agreement shall

ute arising out of or relating to this eir appointed representatives who

o not resolve the matter within tation to negotiate, the parties will th through an agreed Alternative

25.2 does not resolve the matter at procedure, or if either Party will he dispute may be referred to

25.3 shall be England and Wales. rbitration Act 1996 and Rules for In the event that the Parties are Rules for Arbitration, either Party r Party, apply to the President or hartered Institute of Arbitrators for ors and for any decision on rules

either Party or its affiliates from

ind outcome of the final method of [not] be final and binding on both

ual matters and obligations arising governed by, and construed in ales.

dispute, controversy, proceedings s Agreement (including any non-herefrom or associated therewith) f England and Wales.

executed the day and year first



<< Name & Address of Witness>>

SIGNED by

<<Name and Title of person signir for and on behalf of <<Client's Nar

In the presence of <<Name & Address of Witness>>

# **Event**

<< Insert a detailed description of t



# **Event Management Services**

<<Insert a fully detailed specificat the Company>>

ement Services to be provided by

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# Price

<<Insert full details of all fees (ind Services>>

ayable for the Event Management

# 1. Data Processing

# Scope

<< Insert description of the scope of

# **Nature**

<< Insert description of the nature

# **Purpose**

<<Insert description of the purpose

# **Duration**

<< Insert details of the duration of t

# 2. Types of Personal Data

<<Li>the types of personal data t

# 3. Categories of Data Subject

<<List the categories of data subje

# 4. Organisational and Technical

<< Describe the organisational and 11.6.2>>.

rried out>>.

arried out>>.

sing is to be carried out>>.

res

iness)

be implemented as referenced in

