



# EVOLVE

Attentive Creativity in Events

## EVOLVE EVENTS & VENUES LIMITED STANDARD TERMS AND CONDITIONS OF BUSINESS

The following Conditions comprise the standard terms of business of Evolve Events & Venues Limited ("the Company"). All work undertaken by the Company shall be subject to these terms unless specifically varied in writing and signed for and on behalf of the Client and by a director for and on behalf of the Company. In accepting the Proposal and engaging the Company these Conditions shall be deemed to have been accepted by the Client on its own behalf and for and on behalf of each and every Guest.

### 1. Definitions

- |     |                         |   |
|-----|-------------------------|---|
| 1.1 | <b>"the Client"</b>     | The individual, business or body corporate for whom the Proposal is prepared and the Services are provided  |
| 1.2 | <b>"the Company"</b>    | Evolve Events & Venues Limited including where applicable its employees, suppliers, servants, agents or subcontractors acting on behalf of the Company  |
| 1.3 | <b>"the Event"</b>      | The occasion to be organised by the Company as set out in the Proposal  |
| 1.4 | <b>"the Proposal"</b>   | For the purpose of these terms and conditions the proposal will be taken to be the last dated proposal relating to the event from the company.  |
| 1.5 | <b>"the Services"</b>   | The work to be undertaken by the Company to organise the Event in accordance with the Proposal  |
| 1.6 | <b>"the Price"</b>      | The fee due to the Company from the Client in payment for the Services details of which are contained in the Proposal   |
| 1.7 | <b>"the Guests"</b>     | The guests and invitees of the Client   |
| 1.8 | <b>"the Conditions"</b> | These terms and conditions of business which shall be incorporated into the Contract.   |
| 1.9 | <b>"the Contract"</b>   | The agreement between the Company and the Client whereby the Company will perform the Services set out in the Proposal  |
| 2.  | <b>The Price</b>        | The Price shall be as set out in the Proposal and shall be payable as follows:-   |
| 2.1 |                         | 100% of the Price shall be payable by way of a non-returnable deposit on written acceptance by the Client of the Proposal and these Conditions and paid within 24 hours of invoice being issued |



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- 2.3 The Client shall not be entitled to any reduction in the Price if the number of Guests attending the Event is less than the number stated in the Proposal. The Company may reduce the Price depending on the circumstances in question but such reduction will be at the Company's sole and absolute discretion
- 2.4 The Client shall be liable to an additional fee for each additional guest attending the function over the number stated in the proposal. The amount payable shall be the amount derived by dividing the total proposal fee by the number of guests stated in the proposal. The additional fee shall become payable immediately after the extra number is confirmed. Number of guests and dietary requirements must be confirmed at least 10 working days in advance.
- 2.5 The Company shall be entitled at the Event to request that the Client signs a written authority before providing any items additional to those set out in the Proposal. The Client agrees to pay for any such extras in full as soon as reasonably practical but in any event no more than four days following the Event
- 2.6 Without prejudice to the provisions of clause 3 below the Company reserves the right to charge interest on any sums which remain unpaid after the respective due dates for payment at the rate of 4% above the base rate of HSBC Bank Plc from time to time. Such interest shall be calculated cumulatively on a daily basis

### 3. **Cancellation by the Company**

- 3.1 The Company reserves the right to cancel the Event if:
- 3.1.1 the balance of the Price less the deposit has not been received by the Company thirty (30) days prior to the Event in accordance with clause 2.2;
- 3.1.2 due to circumstances beyond the control of the Company including but not limited to acts of God, war, riot, industrial dispute, fire, breakdown of plant or equipment, or the nominated venue stops trading for any reason in such circumstances the Company shall have no liability to make any payments to the Client or refund any part of the Price
- 3.1.3 in the event that the Company considers that the provisions of 5.1.5 has been broken or that drunken behaviour has taking place the Company reserves the right to request the authorised Client's representative to terminate the event. In these circumstances the Client will be liable for any additional costs incurred by the Company



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## 4. Cancellation by the Client

4.1 The Event may only be cancelled by the Client by notice in writing. Cancellation will only be effective from the date that such written notice is received by the Company. Cancellation fees will be payable by the Client as follows:-

Cancellation 75 days or more of the Event	-	50% of the final estimate
Cancellation within 61-75 days of the Event	-	75% of the final estimate
Cancellation within 60 days and up to the event	-	100% of the final estimate

4.2 Notwithstanding 4.1 above, on any cancellation by the client the Client is liable for 100% of all/any deposits paid or contracted by the Company

4.3 Any other charges incurred by the Company as a result of cancellation will be payable by the Client

4.4 Cancellation charges may be adjusted by the value of any subsequent bookings the Client may be able to take as a result of the cancellation. Any adjustments will be at the Company's sole and absolute discretion

## 5. The Company's Rights

5.1 The Client agrees on its own behalf and on behalf of each and every Guest:-

- 5.1.1 that the opinion of the Company is final in regard to matters of safety;
- 5.1.2 to comply with any request or order made by the Company in the interests of safety howsoever expressed;
- 5.1.3 to comply with any reasonable instruction given by the Company for any other reason;
- 5.1.4 that the Company has sole control with regard to the supply of alcohol

5.1.5 the possession and/or use of illegal drugs within the venue or in its grounds is strictly forbidden and any evidence of the use of illegal drugs will be reported to the police or other appropriate authorities.

5.2 The Company reserves the right to request any Guest to leave the Event if in the opinion of the Company the Guest is behaving in a dangerous, unreasonable or disruptive manner and the Client agrees to procure that such request will be complied with by each and every Guest. In such circumstances the Company will be under no liability to the Client or the Guest in respect of any refund of the Price or compensation for any costs or damage which may be incurred by the Client or the Guests

5.3 The Client or the Client's authorised representative (whose name and telephone number shall have been provided in writing to the Company) shall be in attendance at the Venue throughout the period of hire and available, with the necessary authority, to deal with matters raised by the Company or any of its representatives.



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## 6. Damages

6.1 The Client agrees that in the event of damage being caused to any facilities (including buildings and fixtures and fittings), vehicle or equipment of whatsoever nature supplied by the Company for the purpose of the Event the Client will be liable for the facilities and each and every vehicle or piece of equipment so damaged as follows:-

6.1.1 If the damage arises out of any act or omission of the Client or any Guest the Client shall be liable for the first £500.00 on each and every item

6.1.2 If the cause of the damage be deliberate the Client shall be liable for all the damages so caused or the full replacement value of each and every item whichever is less

## 7. Postponement and alterations to the Event

Whilst every effort is made by the Company to carry out the Services in accordance with the Proposal the Company retains the right to postpone or change the venue or nature of the Event if this is necessary due to circumstances beyond its control including but not limited to adverse weather conditions or unavailability of suitable staff, equipment or the original venue. In such circumstances the Company will notify the Client as soon as reasonably practicable of such changes and suitable arrangements will be made. (see also clause 3.1.2 above)

## 8. Liability of the Company

8.1 The Company agrees to exercise all reasonable skill and care in the provision of the Services in accordance with the terms of the Proposal in organising the Event

8.2 The Company has no liability to the Client or any Guest (other than liability for death or personal injury of a Guest resulting from the Company's negligence) for any loss or damage of any nature howsoever caused arising out of or in connection with attendance at the Event of the Client or the Guest unless otherwise covered by the public liability insurance carried by the Company at the date of the Event any such claim by the Client or Guest being made on the terms and conditions of such insurance a copy of which is available on request

8.3 Personal Accident Insurance covering the Event is not included in the Price but can be arranged on request

8.4 Every precaution has been taken to maintain high standards in respect of virtual efficiency with our online platform and provision of all elements and services within the proposal. However, any malfunction, on the day of the event, which effects the delivery of these items including but not limited to power failures, power cuts, acts of God etc will be regarded as a Force Majeure event.

## 9. Assignment



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The Client shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Company.

10. **Waiver**

The failure of the Company to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

11. **Severance**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with invalid, illegal or unenforceable provision eliminated.

12. **Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

I / WE have read understood and agree to the above terms and conditions.

**Reference number:**

**Address**

Signature ..... Name *[please print]* .....

Position held in Company .....

Company Name/Address:

Date .....

**TERMS & CONDITIONS MUST BE SIGNED AND RETURNED: ON RECEIPT**

**DEPOSIT INVOICE TO BE PAID BY: 24 HOURS AFTER INVOICE BEING ISSUED**