

## EVENT MANAGEMENT SERVICES - TERMS AND CONDITIONS

### 1. DEFINITION AND INTERPRETATION

1.1. In this Contract (unless context otherwise requires), the following words shall have the following meanings:

**Booking:** means the Client's request for New Era Events to supply the Services in connection with the Event.

**Booking Contract:** means the written agreement signed by New Era Events and the Client which sets out full details of the Services.

**Client** means the natural person, corporate or unincorporated body (whether or not having separate legal personality) engaging New Era Events to provide the Services pursuant to the Contract.

**Commencement Date:** the date of receipt by New Era Events of a signed Booking Contract from the Client or the date on which New Era Events commences provision of the Services, whichever is earlier.

**Conditions:** means these terms and conditions.

**Contract:** means, taken together, these Conditions and the Booking Contract.

**Data Protection Legislation:** unless and until the General Data Protection Regulation ((EU) 2016/679) (GDPR) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then any successor legislation to the GDPR and any national implementing laws, regulations and secondary legislation.

**Delegate:** means any person including speakers, exhibitors or partners attending all or part of the Event in a professional or working capacity.

**Event:** means the occasion for which the Services are required.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**New Era Events:** means New Era Event Management LLP (partnership number OC422002) having its registered office at 89 New Bond Street, London, W1S 1DA.

**Personal Data:** has the meaning set out in Article 4(1) of the GDPR.

**Price:** means the price as specified in the Booking Contract.

**Revenue:** means the revenue anticipated by New Era Events in connection with the Services.

**Services:** means the event management services to be provided by New Era Events as set out in full in the Booking Contract.

1.2. A reference to "**in writing**" or "**written**" includes email.

1.3. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. CONTRACT**

- 2.1. The supply of the Services (and any additional event management services supplied from time to time) shall be supplied subject to these Conditions.
- 2.2. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of New Era Events which is not set out in the Contract.

## **3. BOOKING**

- 3.1. The Booking constitutes an offer by the Client to purchase the Services in accordance with these Conditions. The Client shall ensure that the requirements and specifications in the Booking are complete and accurate.
- 3.2. New Era Events reserves the right to withhold its supply of the Services until it has received a signed Booking Contract and any payments due from the Client.
- 3.3. The Client may request to amend the number of guests attending the event by way of a written request to be received by New Era Events no less than 7 days prior to the date of the Event, unless otherwise agreed by New Era Events. New Era Events may revise the Price to reflect such changes.
- 3.4. For the avoidance of doubt, the Client's standard terms and conditions (if any) attached to, enclosed with, or referred to in the Booking (or otherwise) shall not affect the interpretation of the Contract and these Conditions shall exclude and prevail over: (i) any other terms and conditions that the Client seeks to impose or incorporate, (ii) any terms and conditions previously published by New Era Events, and (iii) any terms and conditions which might otherwise be implied by trade, custom, practice or course of dealing.

## **4. SERVICES / NEW ERA EVENTS OBLIGATIONS**

- 4.1. New Era Events shall either directly (or via its authorised subcontractors):
  - 4.1.1. supply the Services as agreed from the Commencement Date, providing all materials, supplies, equipment, documents and other property necessary to supply the Services;
  - 4.1.2. select and price all food, beverages and/or services supplied and provide staff as required unless otherwise agreed with the Client;
  - 4.1.3. provide administrative assistance with the management of the Event budget provided the Client remains solely responsible for the overall management of the budget associated with the Event and liable for any additional expenses or losses incurred.
- 4.2. The Services shall be directed by the event manager or such other suitably qualified person appointed by New Era Events.
- 4.3. New Era Events reserves the right to make changes to the Services which are necessary to comply with any applicable laws or safety requirements. New Era Events will notify the Client of any changes to the Services.

## **5. CLIENT'S OBLIGATIONS**

- 5.1. The Client shall:
  - 5.1.1. co-operate with New Era Events in all matters relating to the Services;
  - 5.1.2. provide, in a timely manner, such data and other information as New Era Events may require for the provision of the Services, and ensure that it is accurate in all material aspects;
  - 5.1.3. provide content and materials for inclusion in materials relating to, or otherwise for use in connection with, the Event as requested by New Era Events and ensure that New Era Events and the Client have the right to use all such content and materials.;
  - 5.1.4. pay the Price and any additional costs in accordance with the Contract;
  - 5.1.5. not use the names, logos or any details of New Era Events for any purpose unless agreed in writing.

## **6. PRICE AND PAYMENT**

- 6.1. In consideration of the provision of the Services, the Client hereby agrees to pay the Price to New Era Events together with any VAT eligible in respect thereof at the prevailing rate at the tax point date.
- 6.2. New Era Events has the right to adjust the Price in the case that any additional services are requested by the Client after the Commencement Date, including but not limited to an increase in Delegates and/or guests.
- 6.3. Written notification of any Price changes will be made by New Era Events to the Client at the earliest opportunity.
- 6.4. Any rates, prices and discounts stated in pitch documents, proposals, catalogues, lists, mail shots, advertisements and other documents used by New Era Events (not relating specifically to the Event or agreed with the Client) are subject to variation at any time without prior notice.

## **7. PAYMENT TERMS FOR THE SERVICE**

- 7.1. The Client shall make all payments due to New Era Events under the Contract within 28 days of the date of the relevant invoice in pounds sterling, to a bank account nominated by New Era Events;
- 7.2. Notwithstanding clause 7.1, New Era Events may require payment in full prior to commencing the provision of the Services.
- 7.3. If the Client fails to pay any amount due under the Contract by the due date, New Era Events may charge interest at rate of 3% above the base rate of the Bank of England for the period from the due date up to and including the date of receipt.
- 7.4. The Client shall notify New Era Events of any disputed amounts immediately and pay the undisputed amount, the disputed amount alone may be withheld until the dispute is resolved.
- 7.5. All payments by the Client to New Era Events shall be made without deduction or set off but New Era Events shall be entitled to set off any sums owing to New Era Events from any sums owed to the Client.

## **8. DEPOSIT**

- 8.1. A non-refundable deposit may be payable by the Client in some cases, for example where a deposit must be paid to a supplier or venue to secure a booking. This will be communicated to the Client in writing by New Era Events and shall be payable on demand.
- 8.2. Further deposits may be required depending on the value of any additional services the Client requests New Era Events to book and/or contract on their behalf.

## **9. ADDITIONAL CHARGES AND PAYMENTS TO THIRD PARTIES**

- 9.1. The Price expressly excludes any disbursements and any other ancillary expenses (including but not limited to postage charges) reasonably and properly incurred by New Era Events in connection with the Service.
- 9.2. New Era Events shall obtain the Client's written approval before incurring any such disbursements or ancillary expenses exceeding an agreed amount included in the Booking Contract.
- 9.3. New Era Events shall be entitled to subcontract any part of the Services with the Client's written approval (such approval not to be unreasonably withheld or delayed) and New Era Events shall have the right, acting as an agent of the Client, to bind the Client contractually to all such approved subcontractors.
- 9.4. As agent, New Era Events will not be liable to any third-party subcontractors for payment.
- 9.5. Notwithstanding clause 9.4, New Era Events shall also be entitled to make payments to third party suppliers and/or sub-contractors on behalf of the Client.
- 9.6. If for any reason, the Event is cancelled or postponed, the Client shall be liable for all payments made or due to third parties under the terms of this Contract and shall indemnify

New Era Events in relation to the same, provided that New Era Events uses reasonable endeavours to mitigate any such costs.

- 9.7. The Client shall indemnify New Era Events against all damages, costs, claims and expenses incurred during the provision of the Services or in connection with the Event (including loss or damage to any third party equipment or property at the Event location) attributable to any act or omission of the guests, Delegates or other attendees at the Event, or of the Client, its agents, subcontractors, consultants or employees.

#### **10. ADDITIONAL SERVICES**

- 10.1. The client may submit a written request to New Era Events for additional services related to the Event at any time.
- 10.2. New Era Events may, at its sole discretion, accept or reject such request, subject to the Client's acceptance of a revised quote which incorporates additional costs arising from the provision of the additional services.

#### **11. CANCELLATION**

- 11.1. New Era Events may cease or suspend the supply of the Services (or any part thereof) or terminate the Contract if:
- 11.1.1. the Client breaches any of its duties or obligations under the Contract;
  - 11.1.2. in the opinion of New Era Events, the Client has requested a significant change of the Contract or Services; including but not limited to a request to reduce the minimum guaranteed numbers (if such has been agreed);
  - 11.1.3. an administrator is appointed to the Client or in the event of the liquidation or receivership of the Client;
  - 11.1.4. New Era Events becomes unsatisfied (acting reasonably) that the Client will be able to meet its payment obligations under the Contract;
  - 11.1.5. in the opinion of New Era Events, the Event might prejudice the reputation of New Era Events; or
  - 11.1.6. New Era Events is requested to cancel the Event by order of any government or other public authority.
- 11.2. The Client reserves the right to cancel the Services (or any part thereof) if New Era Events materially breaches any of its duties or obligations under the Contract and is unable (where such breach is remediable) to remedy such breach within 14 days.
- 11.3. The Booking will be considered 'cancelled' by New Era Events when the Client, by written notification to the event manager, cancels or postpones the entire Booking.
- 11.4. In the event of termination of the Contract for any reason, the Client will be liable for any costs incurred, or irrevocably committed to, to secure bookings with suppliers and/or venues to the extent the same cannot be recovered.
- 11.5. In the event of termination of the Contract for any reason, the Client will be liable for any expenses incurred by New Era Events in connection with the Service, including but not limited to, travel costs (flights, train fare, petrol, parking) and accommodation.
- 11.6. In the event of termination of the Contract for any reason, New Era Events shall have the right to impose a cancellation charge which the Client shall immediately pay, less any amounts already paid. This shall be calculated as detailed in clause 11.7 below.
- 11.7. The Client may also terminate the Contract by written notice to New Era Events. In circumstances of termination on short notice, the Client shall remain liable to pay a proportion of the Price as detailed below:
- 11.7.1. if cancelled 30 days prior to the first day of the Event, the Client shall be liable to pay 50% of the Price;
  - 11.7.2. if cancelled 15 days prior to the first day of the Event, the Client shall be liable to pay 75% of the Price; and
  - 11.7.3. if cancelled less than 7 days prior to the first day of the Event, the Client shall be liable to pay 100% of the Price.

- 11.8. If the event is cancelled, any liability to sub-contractors or other direct costs or expenses incurred on behalf of the Client will also be charged to the Client if these costs cannot be recovered.

## **12. INFORMATION/DATA**

- 12.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 12.2. New Era Events will only use the Personal Data provided to it by the Client (if any) in connection with the Services in accordance with its privacy policy, available from New Era Events on request.
- 12.3. Information and data belonging to the Client and used by New Era Events for Delegate registration purposes will remain the sole property of the Client. Except with the express written permission of the Client or if required by law or regulation, New Era Events will not disclose or use this information for any purpose other than those associated with the Services.

## **13. CONFIDENTIALITY**

- 13.1. The Client shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Client by New Era Events, its employees, agents, consultants or subcontractors and any other confidential information concerning New Era Events' business or its products which the Client may obtain.
- 13.2. New Era Events shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to New Era Events by the Client, its employees, agents, consultants or subcontractors and any other confidential information concerning the Client's business or its products which New Era Events may obtain.
- 13.3. Each party may disclose such information:
  - 13.3.1. to its employees, officers, representatives, advisers, agents or subcontractors who strictly need to know such information for the purposes of carrying out its obligations under this Contract; and
  - 13.3.2. as may be required by law, court order or any governmental or regulatory authority.
- 13.4. Each party shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this clause 13 as if they were themselves a party to the Contract.

## **14. INTELLECTUAL PROPERTY**

- 14.1. The Client (or its licensors, as applicable) shall at all times retain ownership of the Client's Intellectual Property Rights.
- 14.2. The Client grants New Era Events, or shall procure the direct grant to New Era Events of, a non-exclusive, royalty-free, worldwide license to use, copy and modify the Client's Intellectual Property Rights in connection with the Event and to the extent necessary to perform the Services.
- 14.3. New Era Events (or its licensors, as applicable) shall at all times retain ownership of any Intellectual Property Rights belonging to New Era Events but shall hereby grant to the Client a non-exclusive, royalty-free, worldwide license to use, copy and modify New Era Events' Intellectual Property Rights to the extent strictly necessary to take the full benefit of the Contract.
- 14.4. Save where expressly agreed otherwise in writing, New Era Events shall have the right (at all times after the Event) to use any professional photographs and videos taken or made (or otherwise created) under the Contract for its own marketing and public relations purposes.

## 15. NON-SOLICITATION

- 15.1. The Client agrees that it shall not directly solicit the services of any third-party suppliers introduced by New Era Events. Each third-party supplier is also contracted to refer such solicitations back to New Era Events in the interest in maintaining and or developing a professional working relationship. Any breach of this clause may result in New Era Events cancelling or not approaching that third-party supplier for future events.

## 16. LIABILITY

- 16.1. The entire liability of New Era Events under or otherwise in connection with the Contract whether for negligence, breach of contract, misrepresentation or otherwise, is limited to an amount equal to the Price.
- 16.2. The liability of New Era Events in connection with the Contract whether for negligence, breach of contract, misrepresentation or otherwise, will not extend to any special, indirect or consequential damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the Client has advised New Era Events of the possibility of those losses, or if they were within New Era Events' contemplation.
- 16.3. Nothing in these Conditions shall operate to exclude or restrict either party's liability for:
- 16.3.1. death or personal injury resulting from negligence;
  - 16.3.2. fraud or deceit;
  - 16.3.3. any other liability which cannot be excluded or limited under applicable law.
- 16.4. In no event shall New Era Events be liable for any losses, charges, costs and expenses arising from the Client's provision of the location or for any food or beverage supplied by the Client or a third party.
- 16.5. The Client shall indemnify, keep indemnified and hold New Era Events harmless from and against all claims, actions, damages, liabilities and costs (including professional fees) which may be brought against or incurred or suffered by New Era Events, its employees or agents in connection with the Services which arise as a result of or due to the actions, omissions, or negligence of the Client, its employees or agents or others whom it is responsible, or any Delegate.
- 16.6. New Era Events will have no liability to the Client and/or any Delegate or guest for periods falling outside the Event or when the Client is not at the venue as detailed in the Booking Contract.
- 16.7. New Era Events gives notice that all arrangements for transport and conveyance, or for any other services, are made by them as agents, upon the express condition that they shall not be liable for any injury, damage, loss, accident, delay or irregularity howsoever caused which might occur due to the act, omission fault or negligence of any such suppliers or subcontractors engaged in carrying out contracted arrangements for the Client.
- 16.8. The Client shall effect and maintain adequate insurance cover (including professional indemnity insurance and event and public liability insurance) to cover all liabilities under the Contract, with a reputable insurer and shall, on New Era Events' request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 16.9. New Era Events does not accept any responsibility for lost, missing or damaged items in cloakrooms or anywhere at the venue during, before or after the Event.

## 17. MISCELLANEOUS

- 17.1. The Client shall comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
- 17.2. "**Force Majeure Event**" means any circumstance beyond the control of New Era Events including, but not limited to acts of God, fire, explosion, adverse weather conditions, flood,

earthquake, failure of energy sources or transport network, terrorism, riot, civil commotion, war, hostilities, strikes, work stoppages, slow-downs, or other industrial disputes, accidents, riots or civil disturbances, acts of government, lack of power, non-performance or delays by suppliers or materials shortages.

- 17.3. If New Era Events performance of the Services is directly or indirectly affected or prevented by a Force Majeure Event, then New Era Events shall not be liable for loss or damages arising from prevention or delay in performance of this Contract as a result of a Force Majeure Event.
- 17.4. If New Era Events is prevented or hindered from hosting the event by a Force Majeure Event, New Era Events may, at its sole option and without being liable for any loss or damage suffered by the Client, Delegates or guests, offer to relocate the event to another location or terminate the Contract forthwith by giving notice to that effect to the Client.
- 17.5. For the avoidance of doubt, nothing shall excuse the Client from any payment obligations under the Contract.
- 17.6. The benefit of the Contract may not be assigned by the Client without the prior written consent of New Era Events.
- 17.7. The Contract and any document referred to therein represent the whole understanding of the parties with regard to its subject matter. Each and every provision in these Conditions shall be read (where possible) as entirely independent and severable from the other or others. In all cases where a provision of these Conditions is deemed invalid or unenforceable, such provision shall not affect the validity of the remaining portion of the Contract which shall remain in force and effect.
- 17.8. No variation or alteration of any of these Conditions shall be effective unless it is in writing, served personally, by registered or recorded delivery mail, or by email and signed by or on behalf of each party.
- 17.9. Any complaints must be addressed to New Era Event Management LLP, Elsley Court, 20-22 Great Titchfield Street, London, W1W 8BE.
- 17.10. Any dispute or claim arising out of or in connection with the Contract or its subject matter shall be governed by and constructed in accordance with the law of England and Wales.
- 17.11. The parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any claim arising out of or in connection with the Contract however the parties will attempt to promptly resolve any dispute or claim in good faith through negotiations before resorting to formal legal proceedings.

I hereby agree to the terms and conditions as outlined above:

**Signed by Client:** ..... **Date:** .....

**Signed by New Era Events:** ..... **Date:** .....