

BESPOKE

MASTER EVENT PRODUCERS

TERMS & CONDITIONS

STANDARD TERMS & CONDITIONS OF BUSINESS

1. Definitions

'the Client' the individual, or business or organisation whom the proposal is prepared and the services are provided;

'the Company' Bespoke Events London Ltd including where applicable its employees agents and representatives;

'Third Party' include performers, the venue, caterers or any other persons contracted directly by the client;

'Third Party Supplier' any supplier who is contracted by the Company to provide services at the event;

'the Conditions' the provisions set out below which shall be incorporated into the Contract;

'the Contract' the agreement between the Client and the Company as set out in the event specification;

'the Event' the occasion to be organised by the Company as set out in the proposal;

'the Guests' the invitees of the Client to take part in the Event;

'the Price' the fee due to the Company from the Client in payment for the Services;

'the Proposal' the letter and / or documents from the Company to the Client giving details of the Event, setting out Services offered by the Company to the Client including Price;

2. The Price

2.1. An initial deposit shall be payable as a non returnable deposit and will constitute confirmation of the services laid out, followed by a 50% deposit taken to mean acceptance by the Client of the Proposal. The Balance of the Price will be requested 3 weeks prior to the event date. Any remaining balance is due cleared into the Company's bank account 14 days before the date.

b. Additional Services requested by the Client and not included in the Proposal shall be requested in writing and will be payable as an extra within 14 days of the date of the invoice and prior to the event date.

c. The company reserves the right to collect agency commission from suppliers per standard industry practice

3. Cancellation By The Client

The client may cancel the Event but the cancellation will only be effective from the date the Company receives written notice of cancellation (notice via e-mail is acceptable). A cancellation fee will be payable by the Client as set out below and has been calculated to represent a reasonable assessment by the Company of the loss it will suffer as a result of the cancellation;

Number of clear working days written notice before the Event unless otherwise agreed.
The Cancellation Fee to be based on the total event specification:

More than 60 days	50%
45-60 days	75%
28-45 days	90%
Less than 28 days	100%

4. Cancellation By The Company

The Company reserves the right to cancel the order if;

- a. The balance of the Price has not been received by the Company by the date specified by the Company as clear funds;
- b. Due to circumstances beyond the control of the Company including, war, riot, industrial dispute, extreme weather conditions or fire and in such circumstances the Company shall have no liability to make any payments to the client or refund any part of the price.
- c. If due to Covid-19 restrictions, the government mandates a ban on an event of this type and size, the client may postpone the event to a new date of their choosing to take place within 18 months of the original date. Specific items may be subject to availability dependent on the final event date.
- d. A decision whether to proceed or postpone must be made no later than one calendar month prior to the event date. If postponement is made within one month of the event date, costs may be incurred due to preparations required to facilitate the event and/or storage costs for partially built bespoke set items.
- e. If due to Covid-19 restrictions, the government mandates a ban on an event of this type and size, and the client wishes to cancel in full, only the costs actually incurred by the company at the time of written cancellation will be charged.

5. Power Requirements

The client's confirmed venue is responsible for ensuring a consistent power supply throughout the event. If the Company is to supply generator facilities then it cannot be held responsible for any power failings beyond its reasonable control. The company will always recommend the provision of a backup generator where generator facilities are supplied, however the client may choose to deny this recommendation at their risk.

6. The Company's Authority at the Event

a. Bespoke will be the sole production company for the event.

b. The Client agrees on its own behalf and on behalf of each and every Guest that, notwithstanding that the client has control of the event:

6.1.1 The opinion of the Company is final in regard to matters of safety as stipulated by the certificated crew chief

6.1.2 To comply with any request or order made by the Company in the interests of safety howsoever expressed;

a. 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 Guest in respect of any refund of the Price or any compensation for any costs or damages which may be incurred by the Client or by the Guest.

b. Events where managed on behalf of the client, by the Company are presumed private events only. The Client is not permitted to sell tickets to any event managed by the Company without prior written consent. Consent will usually only be granted in the case of charity or for other fundraising purposes.

c. The Company will photograph and/or video the event production setup prior to guest arrival, for insurance and marketing purposes. Photos will cover the lighting and production setup only. We will never photograph guests, any personal details, nor include any people whatsoever in these setup recordings.

7. Liability of the client for Loss or Damage

The Client agrees that in the event of loss or damage being caused by a guest or the Client to any facilities (including buildings and fixtures and fittings), vehicles or hired equipment such as furniture of whatsoever nature supplied by the Company for the purpose of the Event, the Client will be liable in respect of such loss or damage.

8. Liability of the Company for Damage

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 will not accept any liability to the Client or any Guest (other than for death or personal injury of the 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, to the Client or Guest or the property of the Client or the Guest. The Company will accept liability for damage caused to the venue by its employees or subcontractors. Any liability of the Company shall be limited to the amount covered by the public liability insurance carried by the Company at the date of the Event.

8.3 The Company shall not be liable for any loss, damage, costs or expenses of any nature whatsoever, incurred or suffered by the Client caused by the negligent acts, breach of contract, failure to perform substantially of a "Third Party Supplier".

8.4 Except in the case of death or personal injury caused by the Company's negligence, the Company's liability under or in connection with the Contract, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed 'the Price'.

8.5 The Company shall not be liable to the Client in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Client of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.

9. Complaints/Disputes

9.1 Any complaint must be received by the Company in writing no later than 9.00am, 3 working days following the event.

10. Staff

The Client is responsible for supplying the following for staff supplied by the Company

10.1 Where duty technicians need to remain on-site during the event, a hot meal and liquid refreshment throughout the evening

10.2 For International/Distance Events:

- Business transportation (to include international transport, transfers and local transportation as required to fulfil the project)
- Minimum 4-star hotel accommodation in an internationally recognised hotel (e.g. Hilton, Marriott etc) with appropriate business facilities
- Per Diems to cover three reasonable quality, hot meals per day based on local pricing

11. Confidentiality

11.1 The Company agrees not to disclose confidential information obtained from the client to anyone unless required to do so by law.

11.2 Confidential information includes but is not limited to; technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models.

12. Governing law

12.1 This contract shall be governed by and construed in accordance with the laws of England and shall be subject to the jurisdiction of the English Courts.

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