BESPOKE

MASTER EVENT PRODUCERS

TERMS & CONDITIONS

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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 any other persons or companies 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 refund the price minus costs actually incurred by the company at the time of written cancellation.

5. Power Requirements

The client's confirmed venue is responsible for ensuring a consistent power supply throughout the event, unless power has been specified in your proposal. 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

6.1 The Company shall be the sole production supplier at the event.

6.2 The Client shall ensure that its employees and guests comply with all reasonable safety instructions issued by the Company's Production Director in relation to the Company's services, personnel and equipment. Where the Company's Production Director reasonably considers that an activity presents an immediate risk to health or safety, the Company may suspend its services or require the relevant activity involving its personnel or equipment to be suspended until the risk has been adequately addressed.

6.3 The Company shall remain responsible for health and safety matters arising from its own services, personnel and equipment. The Client, Each Third Party and Third Party Supplier shall remain responsible for the health and safety and legal compliance of its own services, personnel and equipment. Nothing in this clause transfers or excludes any responsibility that a party has under applicable law.

6.4 Where the Company reasonably considers that a Guest is behaving in a dangerous, unreasonable or materially disruptive manner, the Company may request that the Client, venue management or appointed security personnel require that Guest to leave the Event. The Client shall provide reasonable assistance in ensuring that such a request is acted upon. Provided that the Company has acted reasonably and in good faith, the removal of a Guest shall not entitle the Client or Guest to any refund or compensation from the Company. Nothing in this clause excludes or limits any liability that cannot lawfully be excluded or limited.

6.5 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 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 (including their suppliers) 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.

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” or 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 refreshments throughout the evening

10.2 Multi-day London builds/events, 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. Miscellaneous and Governing Law

12.1 This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, discussions, negotiations, representations and understandings relating to its subject matter, whether written or verbal, made before the date of signature.

12.2 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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