BESPOKE

MASTER EVENT PRODUCERS

EVENT CONTRACT CONDITIONS

BESPOKE EVENT CONTRACT CONDITIONS

1. Interpretation

1.1. The following definitions and rules of interpretation apply in these terms and conditions ("Conditions").

Definitions:

"Additional Charges"	Any amount of Charges in relation to any Additional Services
"Additional Services"	means any additional Event Services requested by the Client and confirmed by Bespoke in accordance with these Conditions
"Applicable Laws"	all applicable laws, statutes, regulations from time to time in force.
"Bespoke"	Bespoke Events London Limited, a private company limited by shares and registered in England and Wales (under company number 06523896) with its registered office address at The Light Box Power Road, Chiswick, London, England, W4 5PY
"Bespoke's Equipment":	any equipment, including tools, systems, cabling or facilities, provided by Bespoke, its agents, subcontractors or consultants to the Client and used directly or indirectly in the supply of the Event Services, including any items described as such in the Proposal.
"Bespoke's Manager"	the individual identified in the Proposal as the main contact at Bespoke or any additional or replacement individual(s) nominated by Bespoke for the purpose.
"Bespoke's Materials"	all Materials owned by the Client or a third party which are provided by the Client to Bespoke in connection with the Event Services, and which have been or are created by or for Bespoke other than in the provision of the Event Services and are intended to be reused across Bespoke's business.
"Bespoke's Production Director"	The individual nominated by Bespoke to act as the production director at the Event.
"Business Day"	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
"Business Hours"	the period from 9.00 am to 5.00 pm on any Business Day.
"Change Order"	has the meaning given in clause 8.
"Charges"	the charges payable by the Client for the Event Services as set out in the Proposal and where applicable in any Change Order(s) including all relevant staff welfare provisions for the Event.
"Client's Equipment"	any equipment, including tools, systems, cabling or facilities, provided by the Client, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Event Services including any such items identified as such in the Proposal.
"Client's Manager"	the individual(s) identified as such in the Proposal, being the person(s) responsible for managing the Event Services on behalf of the Client.
"Client's Marks"	the trade marks (if any) owned by the Client, and listed as such in the Proposal, together with any associated artwork, design, slogan, text and other collateral marketing signs of the Client that are to be used in connection with the Event.
"Client's Materials"	all Materials (whether owned by the Client or a third party), which are provided by the Client to Bespoke in connection with the Event Services, including the items provided pursuant to clause 4.1.4 and the Event Marks.
"Control"	has the meaning given in section 1124 of the Corporation Tax Act 2010, and **controls**, **controlled** and the expression **change of control** will be construed accordingly.
"Conditions"	These terms and conditions.

"Event"	the event or series of events collectively as the case may be and described as such in the Proposal, which is/ are to take place on the Event Date(s) and at the Venue(s).
“Event Contract”	this agreement between the Client and Bespoke for the supply of Event Services, comprising these Conditions and each and any (including any Event Details and/ or Proposal and each Change Order concluded between the parties from time to time.
“Event Details”	The pages or tables headed “Bespoke Event Contract Event Details”, in which various summary contact details of the Client, the Event, Charges and payment terms along with facility for the parties’ signatures are set out, whether provided as a separate document or combined with these Conditions in one document.
"Event Marks"	the Client's Marks and any other names listed as such in the Proposal which are protected by Intellectual Property Rights used singularly or collectively in association with the Event.
"Event Marks Guidelines"	the Client’s guidelines setting out the technical requirements for the reproduction of the Event Marks, as these guidelines may be amended by the Client from time to time by notice in writing to Bespoke.
“Event Goods”	Where applicable any goods identified in the Proposal to be supplied by Bespoke in connection with the Event
"Event Services"	the various services and if applicable Event Goods referred to in the Proposal to be supplied by Bespoke in relation to the Event(s)
“Expiry Date”	The date which is 10 days following the Final Event Date of the Event unless a different date is specified as the “Expiry Date” in any Event Details or Proposal in which case the earlier date shall prevail.
“Final Payment”	The final amount of the Charges to become due and payable by the Client in accordance with clause 5.
“Force Majeure Event"	any circumstance not within a party's reasonable control including: a. acts of God, flood, drought, earthquake or other natural disaster; b. epidemic or pandemic; c. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; d. collapse of buildings, fire, explosion or accident; e. any labour or trade dispute, strikes, industrial action or lockouts; or f. interruption or failure of utility service.
“Guest(s)”	Each person invited by the Client to participate in the Event, including but not limited to the officers, directors and employees of the Client and other persons invited by the Client or any officer, director, employee or agent of the Client.
“Initial Deposit”	The initial payment of the Charges due in the amount stated in the Proposal and/ or any relevant Change Order.
“Intellectual Property Rights”	patents, 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, rights in designs, 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.
"Key Personnel"	Bespoke's Manager, Bespoke’s Production Director, and the individuals identified as key personnel in the Proposal, or any replacement individuals appointed by Bespoke from time to time.
“Materials”:	documents, products, items, logos, software and other materials, including all materials protected by Intellectual Property Rights.

"Proposal"	The proposal attached at to these Conditions as amended from time to time in accordance with clause 8
"Third Party Supplier"	Any supplier other than Bespoke engaged by or on behalf of the Client;
"Venue(s)"	means the premises stated in the Proposal as the premises where the Event is or if applicable the Events are to take place.

1.2. Clause, Schedule and paragraph headings shall not affect the interpretation of these Conditions.

1.3. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.

1.4. Unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular.

1.5. Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.

1.6. This Event Contract shall be binding on, and ensure to the benefit of, the parties to this Event Contract and their respective personal representatives, successors and permitted assigns, and references to any party include that party's personal representatives, successors and permitted assigns.

1.7. Unless expressly provided otherwise in this Event Contract a reference to legislation or a legislative provision:

1.7.1. is a reference to it as amended, extended or re-enacted from time to time.

1.7.2. shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.8. A reference to **writing** or **written** includes email but not fax.

1.9. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.10. 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 preceding those terms.

2. Basis of contract

2.1. This Event Contract will come into force or will be deemed to come into force on the earlier of the following dates: i) the date on which the Client first agrees or pays any Bespoke invoice or request for funds on account of any part of the Charges; ii) the date on which the Client first signs the Contract Details and / or Proposal ; or iii) date referred to as "Event Contract Date" in the Contract Details, (the "Effective Date") and will continue in force unless first terminated in accordance with any part of clause 15 or clause 16 until the Expiry Date when it will terminate automatically without notice.

2.2. This Event Contract includes these Conditions, and where any Event Details, Proposal and/ or Change Order(s) are agreed by the parties from time to time each will be deemed included in this Event Contract as if each were set out in full in the same document as these Conditions. If this Event Contract comes into force before the agreement of Event Details or Proposal as a result of the payment or agreement of an invoice by the Client, the contact details, description of the goods and. or services set out in the invoice shall each be deemed included in these Conditions until and unless more fully described in Event Details or Proposal agreed by the parties.

2.3. This Event Contract shall not include or incorporate or be amended by any terms and conditions issued by the Client, whether or not as part of a purchase order, in connection with payment of an invoice, delivery receipt or otherwise.

3. Bespoke's responsibilities

3.1. Bespoke shall supply the Event Services to the Client from the Effective Date in accordance with this Event Contract in all material respects.

3.2. Bespoke shall use all reasonable skill and care to provide the Event Services as described in the Proposal in accordance with these Conditions.

3.3. Bespoke shall co-operate with the Client in all matters relating to the Event Services and comply with the Client's instructions.

3.4. Where any consent or licence is required in relation to the Venue and/ or any part of the Bespoke shall Event Services liaise with the Client and / or the Venue owner or others as necessary to support any such applications with a view to ensuring that each relevant licence and/ or consent is obtained;

3.5. Bespoke shall use ensure that its personnel are made aware of and enabled to comply with:

(a) all appropriate health and safety and security requirements of which it has been informed when attending either the Venue or any Client premises.

(b) all appropriate health and safety requirements and the conditions of any consent or licence in relation to the Event Services, including the installation and use of Bespoke's Equipment.

3.6. Bespoke shall take good care of any Client Equipment which is made available to Bespoke for use in connection with Event Services.

3.7. Bespoke will use Event Marks and other branding materials provided by the Client for the purpose of providing the Event Services.

3.8. Bespoke may suspend the provision of any Event Services or modify the Proposal for any if Bespoke reasonably considers such suspension or modification is necessary to comply with any Applicable Laws. Bespoke shall notify the Client if it does so.

4. Client obligations

4.1. The Client must:

4.1.1. co-operate with Bespoke in all matters relating to the Event Services and ensure that its personnel and/ or any other suppliers do so also where reasonably necessary;

4.1.2. ensure that each Client Manager has authority to bind the Client on all matters relating to the Event Services (including by signing Change Orders);

4.1.3. provide or procure access to the Venue and such of the Client's data as may be required for the purpose of organising the Event and the successful delivery of the Event;

4.1.4. provide such facilities as may reasonably be requested by Bespoke and/ or agreed with the Client in advance.

4.1.5. provide to Bespoke all documents, information, items and materials which Bespoke may reasonably request in order to successfully supply the Event Services, and ensure that:

(a) they are accurate and complete in all material respects;

(b) all electronic files used to provide them are free from malware and other harmful code.

4.1.6. provide any Client Equipment (where this is detailed in the Proposal) in a timely fashion and in good and operational condition.

4.2. promptly advise Bespoke of any health, safety or security requirements or concerns of which the Client becomes aware in relation to any aspect of the Event and Event Services. To the extent that the Bespoke's performance of any of its obligations under this Event Contract is prevented, or delayed by any act or omission of the Client and/ or any of its agents, consultants, Third Party Suppliers, or Guest(s) ("Client Default") Bespoke shall not be in breach of this Event Contract nor liable for any losses, expenses, liabilities or costs incurred by or imposed on the Client as a result of its performance being so delayed or prevented.

5. Charges and payment

5.1. In consideration of the provision of the Event Services by Bespoke, the Client will pay the Charges.

5.2. The Charges shall be in the amounts or calculated at the rates set out in the Proposal, and where relevant in any Change Orders.

5.3. Subject to clause 5.4 the amount of each Initial Deposit, Stage Payment, Final Payment and Additional Charges shall be calculated and fall due and payable as set out in any Event Details (or pending Event Details, in any invoice issued by Bespoke), except as otherwise stated in the Proposal or as required in relation to any Additional Charges.

5.4. Subject to clause 5.5 the amount of each of the Initial Deposit, Stage Payment, Final Payment and/ or Additional Charges and /or the date on which each becomes due and payable by the Client shall as set out in the Event Details save as otherwise stated in the Proposal.

5.5. In some cases, certain headline entertainers or other specialists, require payment earlier or in different proportions than the payment terms in clause 5.3 Bespoke will advise the Client of these payment terms where applicable and the Client will be required to make payment promptly in each case.

5.6. If the Client receives an invoice which it reasonably believes includes a sum which is not valid and properly due:

5.6.1. the Client will notify Bespoke in writing as soon as reasonably practicable;

5.6.2. the Client's failure to pay the queried Charges shall not be deemed to be a breach of this Event Contract;

5.6.3. the Client will pay the balance of the invoice which is not subject to the query by the due date for payment of the invoice;

5.6.4. to the extent that the Client is obliged, following resolution of the query, to pay an amount, then Bespoke may charge interest in accordance with clause 5.7 (Interest on late payments) from the original due date until the date of payment; and

5.6.5. once the query has been resolved, where either party is required to make a balancing payment or (in the case of Bespoke) issue a credit note, they will do so immediately.

5.7. If the Client fails to make a payment due to Bespoke under this Event Contract by the due date, then, without limiting Bespoke's remedies under clause 16 (Termination), the Client will pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is at or below 0%.

6. Subcontracting

6.1. Bespoke may at its sole discretion, on its own behalf and at its own cost, appoint relevant subcontractors to deliver certain aspects of the Event Services and the Event successfully.

7. Third party contracts negotiated by Bespoke.

Bespoke may in the provision of the Event Services negotiate with third parties for the supply of goods and Event Services directly to the Client. Except as expressly authorised by the Client in writing, Bespoke must not act in a way which will incur any liabilities on behalf of the Client nor pledge the credit of the Client.

8. Change control.

8.1. Either party may propose changes to the scope, cost and or execution of the Event Services, but no proposed changes will come into effect until a relevant Change Order has been agreed in writing by both parties (including by exchange of emails).

8.2. A Change Order is any document, including exchange of letters or emails, setting out the proposed changes and the effect those changes will (where relevant) have on any of:

- 8.2.1. the Event Services;
- 8.2.2. the Charges;
- 8.2.3. the timetable for the Event Services; and
- 8.2.4. any part of these Conditions.

8.3. If Bespoke submits a draft Change Order in order to comply with any Applicable Laws, particularly if they relate to safety or regulatory requirements and such changes do not substantially affect the nature, scope of, or charges for the Event Services, the Client must not unreasonably withhold or delay consent to it.

9. Intellectual Property Rights

9.1. In relation to the Client's Materials:

- 9.1.1. the Client and its licensors shall retain ownership of all Intellectual Property Rights in the Client's Materials;
- 9.1.2. the Client grants to Bespoke a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client's Materials for the term of this Event Contract for the purpose of providing the Event Services to the Client; and
- 9.1.3. Bespoke may sublicense the rights granted to it in clause 9.1.2 to its Subcontractors.

9.2. In relation to Bespoke's Materials:

- 9.2.1. Bespoke and its licensors shall retain ownership of all Intellectual Property Rights in Bespoke's Materials; and
- 9.2.2. Bespoke grants to the Client a fully paid-up, non-exclusive, royalty-free, sub-licensable licence to use, copy and modify Bespoke Materials for the purpose of receiving and using the Event Services pursuant to this Event Contract; and
- 9.2.3. the Client may sublicense the rights granted to it in clause 9.2.2 to its subcontractors.

10. Insurance

10.1. Bespoke shall maintain in force at least the following insurance policies with reputable insurance companies to cover its relevant potential liabilities in connection with this Event Contract:

- 10.1.1. a public liability insurance policy with a limit of at least £10 million per claim;
- 10.1.2. a professional indemnity insurance policy with a limit of at least £5 million per claim; and
- 10.1.3. an employer's liability insurance policy with a limit of at least £10 million for claims arising from a single event or series of related events in a single calendar year;
- 10.1.4. Bespoke shall upon request by the Client provide the Client with a copy certificate for any of the insurance policies listed at clause 10.1

11. Compliance with laws and policies

11.1. In performing their respective obligations under this Event Contract, Bespoke and the Client shall each, and the Client shall use all reasonable endeavours to ensure that all of its Guests shall comply with:

- 11.1.1. the Applicable Laws; and
- 11.1.2. any additional policies or regulations required by the Venue, and any relevant local laws, regulations or customs that apply where the Event and the Venue are based.

11.2. Bespoke will inform the Client as soon as it becomes aware of any relevant changes in the Applicable Laws.

12. Authority at the Event

12.1. Bespoke shall be the sole event management company at the Event unless otherwise specified in the Event Details.

12.2. In order that Bespoke may comply with its obligations under clause 11 the Client hereby acknowledges and agrees that during the Event:

12.2.1. Bespoke may make such adjustments to the Event Services, and or issue such instructions to all persons attending the Event, including the Client, its Guests, and Third-Party Suppliers, in order to maintain compliance with all Applicable Laws, and Bespoke shall use its discretion in such matters and shall be deemed the authority in such matters at the Venue throughout the Event.

12.2.2. Bespoke shall have the authority if Bespoke's Production Director at any time considers it necessary to comply with any Applicable Laws, and/ or to prevent or rectify a risk to health or safety, or a disturbance to:

(a) suspend or modify all or any part of the Event Services;

(b) require any person(s) attending the Event to discontinue any activity or behaviour that may in Bespoke's opinion be unsafe or disruptive in any way until the issue has been resolved to the reasonable satisfaction of the Bespoke Production Director.

12.3. Where Bespoke's Production Director reasonably considers that any person attending the Event, including but not limited to a Guest is behaving in a dangerous, unreasonable or materially disruptive manner, Bespoke 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. The Client agrees that provided Bespoke has acted reasonably such a request and / or its implementation shall not entitle the Client or that person or any other person to a refund of any Charges or other compensation from Bespoke.

12.4. Bespoke will photograph and/or video the event production setup prior to scheduled guest arrival, for insurance and marketing purposes.

13. Confidentiality

13.1. Each party undertakes that it will not at any time during this Event Contract, and for a period of 3 years after termination or expiry of this Event Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.2.

13.2. Each party may disclose the other party's confidential information:

13.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Event Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13; and

13.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3. No party may use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Event Contract.

14. Limitation of liability

14.1. Bespoke has obtained insurance cover in respect of certain aspects of its own legal liability in relation to this Event Contract. The limits and exclusions in this clause reflect the insurance cover Bespoke has been able to arrange, and the Client is responsible for making its own arrangements for the insurance of any excess liability.

14.2. References to liability in this clause 14 (Limitation of liability) apply to every liability arising under or in connection with this Event Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

14.3. Nothing in this clause 14 shall limit the Client's payment obligations under this Event Contract.

14.4. Nothing in this Event Contract limits any liability which cannot legally be limited, including liability for:

14.4.1. death or personal injury caused by negligence;

14.4.2. fraud or fraudulent misrepresentation; or

14.4.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979, or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession)

14.4.4. any other liability which cannot legally be limited or excluded.

14.5. Subject to clause 14.4 (liabilities which cannot legally be limited), and clause 14.6 Bespoke's aggregate total liability to the Client:

14.5.1. for damage to property caused by the negligence of its employees and agents in connection with this Event Contract will not exceed £2 million; and

14.5.2. for all other loss or damage which does not fall within clause14.5.1 will not exceed an amount equal to the lesser of i) the total amount of the Charges and Additional Charges, or ii) £2 million.

14.6. Subject to clause 14.3 (no limitation of the Client's payment obligations), and clause 14.4 (liabilities which cannot legally be limited), clause 14.6.1 excludes from Bespoke's liability to the Client the following specified types of loss.

14.6.1. Types of loss wholly excluded:

(a) loss of profits;

(b) loss of sale or business;
(c) loss of agreements or contracts;
(d) loss of anticipated savings;
(e) loss of use or corruption of software, data or information;
(f) loss of or damage to goodwill;
(g) indirect or consequential loss.

15. Event cancellation

15.1. The Client may choose to cancel this Event Contract at any time prior to the First Event Date by notice in writing to Bespoke. The cancellation shall take effect on the date such notice in writing is received by Bespoke in accordance with clause 30.

15.2. The Client hereby acknowledges and agrees that from the date on which Bespoke first signs the Proposal, Bespoke will variously decline opportunities to accept other client commissions to produce events on or around the Event Date(s), and will increasingly undertake various part of the Events Services that are preparatory to the Event and increasingly become committed to contracts and arrangements with relevant employees, suppliers and Subcontractors in relation to the Event Services (together "Bespoke's Commitment").

15.3. In consideration of Bespoke's Commitment, the Client agrees that if the Client cancels this Event Contract the following proportion of the Charges (together with any Additional Charges) shall fall due and be payable by the Client to Bespoke within 14 days of the cancellation date (according to the date on which the notice under clause 15.1 is received by Bespoke ("Cancellation Date")):

Cancellation Date	Proportion of Charges due and payable to Bespoke on the date of the can to be retained by Bespoke
120 days or more before the First Event Date	50% of Charges + VAT
Between 90 and 119 days before the First Event Date	75% of Charges + VAT
60 to 89 days before the First Event Date	90% of Charges + VAT
Between 0 and 59 days before the First Event Date	100% of Charges + VAT

15.4. To the extent that Bespoke has not on the Cancellation Date invoiced the full amount shown in the table at clause 15.3, Bespoke may at any time on or after the Cancellation Date issue an invoice for the remaining amount of the Charges falling due and payable in accordance with clause 15.3 and the Client shall be due to pay the invoice immediately upon receipt.

15.5. To the extent that on or before the Cancellation Date Bespoke has received in excess of the relevant proportion of the Charges, stated in the table at Clause 15.3 above, Bespoke shall refund the balance to the Client.

15.6. In the event of cancellation of the Event by the Client in accordance with this clause 15, this Event Contract shall be terminated upon the payment in full by the Client of all amounts due under this Event Contract.

16. Termination

16.1. Without affecting any other right or remedy available to it, either party may terminate this Event Contract with immediate effect by giving written notice to the other party if:

16.1.1. the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so;

16.1.2. the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this Clause 16.1.2;

16.1.3. the other party suspends or ceases, or threatens to suspend or cease carrying on business; or

16.1.4. the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Event Contract is in jeopardy.

16.2. Without affecting any other right or remedy available to it, Bespoke may terminate the Events Contract with immediate effect by giving no less than 2 days' written notice to the Client if the Client fails to pay any amount due under the Events Contract on the due date for payment.

16.3. Without affecting any other right or remedy available to it, Bespoke may suspend the supply of Event Services under this Event Contract or any other contract between the Client and Bespoke, if the Client fails to pay any amount due under this Event Contract on the due date for payment, the Client becomes subject to any of the events listed in Clause 16.1.2 to Clause16.1.4 or Bespoke reasonably believes that the Client is about to become subject to any of them.

17. Obligations on termination or expiry and survival

17.1. On termination or expiry of this Event Contract the Client shall:

17.1.1. immediately pay to Bespoke all of Bespoke's outstanding but unpaid invoices and interest and, including those due in accordance with clause15.3 but for which no invoice has been submitted, Bespoke shall submit an invoice, which shall be payable by the Client immediately on receipt; and

17.1.2. return all of the Bespoke's Materials and Bespoke Equipment and until they do so the Client shall be solely responsible for their safe keeping and shall not use them for any purpose.

17.2. Survival

17.2.1. On termination or expiry of this Event Contract, the following clauses shall continue in force: clause 1 (Interpretation), clause 9 (Intellectual Property Rights), clause 13 (Confidentiality), clause 14 (Limitation of liability), clause 17 (Obligations on termination and survival), clause 21 (Assignment and other dealings) to clause 33 (Jurisdiction inclusive).

17.2.2. Termination or expiry of this Event Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

18. Force majeure

18.1. Subject to clause 18.3 a party (Affected Party) shall not be liable for any failure or delay in performing any of its obligations under this Event Contract for so long as, and to the extent that, its performance is prevented, hindered or delayed by a Force Majeure Event.

18.2. For so long as the Affected Party's liability in relation to any of its obligations is suspended under clause 18.1, the other party shall not be liable for any failure or delay in performing its corresponding obligations.

18.3. The Affected Party shall promptly notify the other party in writing of the start of a Force Majeure Event and shall use reasonable endeavours to limit the effect of the Force Majeure Event on the performance of its obligations.

19. Escalation procedure

19.1. If a dispute arises out of or in connection with this Event Contract or its performance, validity or enforceability (Dispute) then, except as expressly provided in this Event Contract, the parties will follow the procedure set out in this clause:

19.1.1. Either party will give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute notice), together with relevant supporting documents. On service of the Dispute notice, the applicable Bespoke manager responsible for the event will attempt in good faith to resolve the Dispute with a manager nominated by the Client;

19.1.2. if the nominees of the Client and Bespoke referred to at clause 19.1.1 are for any reason unable to resolve the Dispute within 20 days of service of the Dispute notice, the Dispute will be referred to a senior director nominated by each of Bespoke, and the Client, ("Senior Officers") who will attempt in good faith to resolve it; and

19.1.3. if the Senior Officers of the parties referred to at clause 19.1.2 are for any reason unable to resolve the Dispute within 30 working days of it being referred to them, the parties agree to enter into mediation in good faith to settle the Dispute and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 90 days of service of the Dispute notice, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, referring the Dispute to mediation. A copy of the ADR notice should be sent to CEDR; and

19.1.4. if there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, on which the parties cannot agree within 20 working days from the date of the ADR notice, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the parties having consulted with them; and

19.1.5. unless otherwise agreed between the parties, the mediation will start not later than 90 days after the date of the ADR notice.

19.2. The commencement of mediation will not prevent either party commencing or continuing court proceedings in relation to the Dispute under clause 32 (Jurisdiction), which clause will apply at all times.

20. If for any reason the dispute is not resolved within 180 working days of commencement of the mediation, the Dispute will be finally resolved by the courts of England and Wales in accordance with clause 33 (Jurisdiction)

General

21. Assignment and other dealings.

21.1. The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Event Contract.

22. Variation.

22.1. Subject to clause 8 (Change control), no variation of this Event Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

23. Waiver.

23.1. A waiver of any right or remedy under this Event Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

23.2. A failure or delay by a party to exercise any right or remedy provided under this Event Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Event Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

24. Rights and remedies.

The rights and remedies provided under these Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

25. Severance.

25.1. If any provision or part-provision of this Event Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Event Contract.

25.2. If any provision or part-provision of this Event Contract is deemed deleted under clause 25.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

26. Entire Agreement.

26.1. This Event Contract and the documents referred to in it constitute the entire agreement between the parties.

26.2. Each party acknowledges that in entering into this Event Contract it does not rely on and shall have not remedies in respect of any statement, representation, assurance or warranty, which is not set out in this Event Contract. Each party agrees that it has no claim for innocent or negligent misrepresentation based on any statement in this Event Contract.

27. Conflicts.

27.1. If there is a conflict or inconsistency between any of the provisions in these Conditions and the provisions in any Proposal or Change Order, the relevant provision in each of the following documents shall prevail over the relevant provision in those listed below it:

- 27.1.1. Change Orders (with the relevant provision in a later Change Order prevailing over any relevant provision in any earlier Change Order in each case);
- 27.1.2. the Proposal;
- 27.1.3. these Conditions.

28. No partnership or agency.

28.1. Nothing in this Event Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party (except to the limited extent set out expressly in this Event Contract), or authorise any party to make or enter into any commitments for or on behalf of any other party except as expressly permitted by the Client pursuant to clause 4 or clause 7.

28.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

29. Third party rights.

29.1. Unless it expressly states otherwise, this Event Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Event Contract.

29.2. The rights of the parties to rescind or vary this Event Contract are not subject to the consent of any other person.

30. Notices.

30.1. Any notice or other communication given to a party under or in connection with this Event Contract shall be in writing and shall be:

30.1.1. delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

30.1.2. sent by email to the email addresses or postal addresses set out for the purpose in the Event Details.

30.2. Any notice shall be deemed to have been received:

30.2.1. if delivered by hand, at the time the notice is left at the proper address; or

30.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

30.2.3. if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

30.3. This clause 30 does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

30.4. A notice given under this Event Contract is not valid if sent by fax or social media forum.

31. Counterparts.

31.1. This Event Contract may be executed in any number of counterparts, each of which constitutes a duplicate original, but all the counterparts together constitute the one agreement.

31.2. Transmission of an executed counterpart of this Event Contract (but for the avoidance of doubt not just a signature page) of this Event Contract by email (in PDF, JPEG or other agreed format) takes effect as the transmission of an executed "wet-ink" counterpart of this Event Contract.

31.3. No counterpart shall be effective until each party has provided to the others at least one executed counterpart.

32. Governing Law.

32.1. This Event Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

33. Jurisdiction.

33.1. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Event Contract or its subject matter or formation.



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