



## **TERMS & CONDITIONS**

### **1. DEFINITIONS**

In these Terms and Conditions:

- 1.1. Avenue Events (North) Ltd and Avenue Events (South) Ltd are referred to as AVENUE; The Agreement may be with Avenue Events (North) Ltd or Avenue Events (South) Ltd. This will be defined in clause 9, Signature;
- 1.2. confirmation of a booking with AVENUE, whether verbal or in writing, by or on behalf of a client is called "Confirmation";
- 1.3. the company or person to whom AVENUE's quotation is addressed is referred to as "the Client";
- 1.4. any function, conference, occasion or other event for which AVENUE's services are engaged under these Terms and Conditions is referred to as an "Event";
- 1.5. an "Event" is a "Confirmed Event" when the Client has confirmed a booking;
- 1.6. any companies or persons who provide products or services in respect of Events are referred to as "Suppliers";
- 1.7. "Agreement" means the contract between AVENUE and the Client to which these Terms and Conditions apply.

### **2. GENERAL**

- 2.1. The Terms and Conditions of business set out herein represent the entire basis of the Agreement between AVENUE and the Client.
- 2.2. The Agreement shall be construed and interpreted in accordance with English Law and the parties involved agree to submit to the jurisdiction of the English Courts in respect of any dispute.
- 2.3. In the event that any of the Terms contained within AVENUE's Terms and Conditions of Business are set aside by English Court the Client acknowledges and agrees that the remaining Terms shall stand as if the Term set aside had never constituted part of the original Terms and Conditions.
- 2.4. AVENUE reserves the right to amend or waive any or all of these Terms and Conditions for specific bookings. Any such amendment or waiver will be notified to the Client in writing.



2.5. No variation or alteration to these Terms shall be valid unless approved by AVENUE in writing.

### **3. CONFIRMATION**

3.1. AVENUE reserves the right to require Confirmation in writing but shall be authorised to proceed with bookings and orders upon verbal confirmation by the client based upon the Terms and Conditions set out herein.

3.2. Confirmation by the Client of an Event booking with AVENUE either verbally or in writing will constitute acceptance of our latest quoted charges and these Terms and Conditions.

3.3. All items are offered subject to availability.

3.4. Final numbers for Events must be notified to AVENUE by such date as AVENUE shall advise, but in any event not later than 5 business days prior to the proposed date of the Event.

3.5. After this notification AVENUE will endeavour to accommodate any reasonable increases but regret that no reduction of costs can be accommodated if this number is reduced within 5 working days of the date of the Event.

3.6. AVENUE reserves the right to revise its quotation if any Client changes are notified to AVENUE once the Event has confirmed.

### **4. PAYMENT TERMS**

4.1. All prices quoted are exclusive of Value Added Tax (unless stated otherwise) which will be applied at the relevant rate.

4.2. Total Event Costs

4.2.1. the anticipated shortfall will be payable upon confirmation in order to guarantee the booking

4.2.2. the deposit payment will be deducted from the final invoice or credited, subject to ticket revenue and sponsorship received

4.2.3. supplier invoices will be paid where possible from sponsorship and ticket revenue received

4.2.4. the Client agrees to underwrite in full any shortfall in funds and this will be payable as required by AVENUE

4.3. Upon Confirmation, venue and/or Supplier deposits may be requested in order to secure bookings and these will be payable by the Client to AVENUE as and when required, according to the requirements set out by the venue and/or Supplier.



4.4. If AVENUE in its absolute discretion, waives the above Terms relating to the payment of deposits at prescribed dates prior to the Event, such waiver shall not prejudice the rights of AVENUE to recover from the Client the amounts which otherwise would have been payable under these Terms and Conditions, in the event of a cancellation or amendment of an Event.

4.5. AVENUE has no obligation in respect to a booking if payment terms are not met.

4.6. For bookings made by a Client based outside of the United Kingdom, the quoted event management fee of AVENUE will be invoiced in full, in Pounds Sterling, upon Confirmation of the booking and must be paid no later than 28 days prior to the Event. Additional expenses incurred on behalf of the Client during the Event, will be invoiced after the Event.

4.7. Payment of the balance of AVENUE's account is due within 14 days of date of invoice.

4.8. Any query in respect to an invoice must be raised in writing to AVENUE within 5 business days of receipt of that invoice.

4.9. Payment of AVENUE's quoted costs will be as set above notwithstanding any pending query.

4.10. On accounts that have exceeded these payment terms AVENUE reserves the right to charge interest equivalent to 4% per month above the base rate of HSBC plc on balances exceeding these terms

## **5. CANCELLATIONS**

5.1. Once a booking has been confirmed AVENUE may reserve supplier's time and services, carry out work and incur costs, and may refuse other bookings. Accordingly cancellation charges will be payable by the Client as follows to compensate for costs incurred and loss of profits:

### **EVENT MANAGEMENT FEE**

5.1.1. If cancellation is earlier than 28 days before the date of the Event, up to 75% of AVENUE's quoted event management fee.

5.1.2. If cancellation is within 28 days of the date of the Event, up to 100% of AVENUE's quoted event management fee.

### **WHERE SUPPLIERS HAVE BEEN CONFIRMED**

5.1.3. If cancellation is earlier than 28 days before the date of the Event, up to 50% of AVENUE's most recent quoted budget.

5.1.4. If cancellation is between 28 and 15 days before the date of the Event, up to 90% of AVENUE's most recent quoted budget.



5.1.5. If cancellation is within 14 days of the date of the Event, up to 100% of AVENUE's most recent quoted budget.

5.2. Any cancellation made by the Client must be notified to AVENUE in writing. The date of receipt of this written notification by AVENUE will determine the cancellation charges applicable.

5.3. Venue and/or Supplier cancellation terms may also be applicable to the Client and the Client shall be responsible for these in addition to AVENUE's cancellation charges set out above.

## **6. LOSS AND DAMAGE**

6.1. Any loss or damage to equipment or property or injury to person in relation to, or at an Event, except where caused by the negligence of AVENUE, will be the responsibility of the Client and the replacement cost will be charged in full. The Client agrees to indemnify AVENUE from any liability, cost or expense arising from any loss or damage to equipment or property, or injury suffered by any person in connection with an Event.

## **7. LIABILITY**

7.1. Suppliers and their services may be engaged by AVENUE on behalf of and as agent for the Client. The liability of AVENUE for a Supplier's failure to perform or to provide services or otherwise is limited to the value of that supplier's services.

7.2. In any event, AVENUE has no liability for any failure to provide any services contracted due to industrial action, postal or other communications delay, plant failure, hostilities, weather conditions or any other circumstances beyond the control of AVENUE.

7.3. The Client shall indemnify and keep indemnified AVENUE against any costs or liabilities incurred by AVENUE as a result of any breach of these Terms by the Client.