

STANDARD BUSINESS TERMS & CONDITIONS

These Terms and Conditions are the standard terms for the provision of services by InAnyEvent London.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means any day other than a Saturday, Sunday or bank holiday;
“Calendar Day”	means any day of the year;
“Contract”	means the contract for the provision of Services, as explained in Clause 3;
“Customer”	means the person or company placing the Order;
“Deposit”	means an advance payment made to us under sub-Clause 4;
“Event”	means the event for which the Customer requires the Services as described in the Order;
“Services”	means any services which are to be provided by us to the Customer as specified in the Customer’s Order (and confirmed in our Order Confirmation);
“Month”	means a calendar month;
“Price”	means the price payable for the Services;
“Order”	means the Customer’s order for the Services
“Order Confirmation”	means our acceptance and confirmation of the Customer’s Order as described in Clause 3; and
“We/Us/Our”	means InAnyEvent London a Private Limited Company registered in England under number 9785467, whose registered address is 40 Meadow Road, London SW8 1QB.

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, fax or other means.

2. The Contract

2.1 These Terms and Conditions govern the sale and provision of Services by InAnyEvent London and will form the basis of the Contract between InAnyEvent London and the Customer.

2.2 Nothing provided by InAnyEvent London including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. The Customer’s Order constitutes a contractual offer that we may, at our discretion, accept.

2.3 A legally binding contract between InAnyEvent London and the Customer will be created upon our acceptance of the Customer’s Order.

3. Orders

- 3.1 All Orders for Services from InAnyEvent London made by the Customer will be subject to these Terms and Conditions.
- 3.2 The Customer may change the Order after receiving the Order Confirmation, before the Event begins. We will use all reasonable endeavours to accommodate any requested changes but cannot guarantee that we will be able to do so. If doing so means that we will incur higher costs, we will inform the Customer and ask how the Customer wishes to proceed before taking any action. We will not charge the Customer a higher Price without express agreement.
- 3.3 We may cancel the Customer's Order at any time before we begin providing the Services due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of our reasonable control. If such cancellation is necessary, we will inform the Customer as soon as it is reasonably possible. If the Customer has made any payments to us under Clause 4 (including, but not limited to the Deposit), the payment(s) will be refunded as soon as it is reasonably possible, and in any event within 14 Calendar Days of us informing the Customer of the cancellation. Cancellations will be confirmed in writing.

4. Price and Payment

- 4.1 All Prices exclude VAT. Where VAT applies, it will be shown. If the rate of VAT changes between the date of the Customer's Order and the date of the Customer's payment, we will adjust the rate of VAT that the Customer must pay. Changes in VAT will not affect any Prices where we have already received payment in full from the Customer.
- 4.2 Before we begin providing the Services, the Customer will be required to pay a Deposit of 50% of the total Price for the Services. The due date for payment of the Deposit will be included in the Order Confirmation.
- 4.3 The balance of the Price will be payable no later than 5 days prior to the date of the Event.
- 4.4 Additional items such as out of pocket expenses or any additional items requested by the Customer will be invoiced separately.
- 4.5 If the Customer does not make payment to us by the due date as shown on the invoice we may charge interest on the overdue sum at the rate of 4% per annum above the base lending rate of the Bank of England from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. Failure to make the payment by the due date may result in us not providing the Services. If this occurs, we will retain the Deposit in full to cover preparatory work already undertaken and our lost opportunity to provide services to another Customer, and may still demand further payment for any part of the Services that we have already provided (including, but not limited to, preparatory work).

5. Providing the Services

- 5.1 As required by law, we will provide the Services with reasonable skill and care, consistent with best practices and standards in the event management market, and in accordance with any information provided by us about the Services and about us.
- 5.2 We will make every reasonable effort to provide the Services on time (and in accordance with the Order). We cannot, however, be held responsible for any delays if an event outside of our control occurs.
- 5.3 If the information or items the Customer provides for the facilitation of the Services is delayed, incomplete or otherwise incorrect, we will not be responsible for any delay

caused as a result. If additional work is required from us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or items that the Customer has provided we may charge a reasonable additional sum for that work.

6. Our Liability

- 6.1 We will be responsible for any foreseeable loss or damage that the Customer may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence (including that of our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by the Customer and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 6.2 In no event shall our liability arising out of, or related to, the Order, for any reason, including, but not limited to, contract, tort or under any other theory of liability, exceed all monies paid or owed by the Customer to us.

7. Events Outside of Our Control (Force Majeure)

- 7.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond our reasonable control.
- 7.2 If any event described under this Clause 7 occurs that is likely to adversely affect our performance of any of our obligations under these Terms and Conditions:
- 7.2.1 We will inform the Customer as soon as is reasonably possible;
- 7.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that we are bound by will be extended accordingly;
- 7.2.3 We will inform the Customer when the event outside of our control is over and provide details of any new dates, times or availability of Services as necessary;
- 7.2.4 If the event outside of our control continues for more than 4 weeks, we may cancel the Contract in accordance with our right to cancel under sub-Clause 8.3 and inform the Customer of the cancellation. Any refunds due as a result of that cancellation will be paid as soon as it is reasonably possible, and in any event within 14 Calendar Days of our cancellation notice.

8. Cancellation

If any of the following occur, we may cancel the Services and the Contract immediately by giving the Customer written notice. If the Customer has made any payment to us for any Services we have not yet provided, these sums will be refunded as soon as it is reasonably possible. For Services we have already provided, the relevant sums will either be deducted from any refund due or, if no refund is due, we will invoice the Customer for those sums and the Customer will be required to make payment.

- 8.1 The Customer fails to make a payment on time;
- 8.2 The Customer has breached the Contract in any material way and has failed to remedy that breach within 5 days of us asking the Customer to do so in writing;
- 8.3 We are unable to provide the Services due to an event outside of our control (for a period longer than that in sub-Clause 7.2.4).

9. Other Important Terms

- 9.1 The Customer may not assign any obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.
- 9.2 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 9.3 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

10. Governing Law and Jurisdiction

These Terms and Conditions, the Contract, and the relationship between the Customer and us (whether contractual or otherwise) shall be governed by, and construed in accordance with English law.

Any dispute, controversy, proceedings or claim between the Customer and us relating to these Terms and Conditions, the Contract, or the relationship between the Customer and us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England.