

## TERMS AND CONDITIONS

### 1. DEFINITIONS

Client:	Means the person or firm who purchases the Services from the Supplier.
Event:	Means the party booking booked by the Client.
Event Date:	Means the date of the Event.
Guest:	Means each guest that is part of the Client's booking for the Event.
JD Parties:	Is a brand of Concerto Events Limited.
Price:	Means the amount payable for the Services at the venue on the Event Date for the Event inclusive of VAT per person.
Parties:	Means the Supplier and the Client collectively.
Services:	Means the Services provided by the Supplier to the Client as detailed in the party booking and these Terms and Conditions for the Event on the Event Date.
Supplier:	Means JD Parties who are supplying the Services.
Terms and Conditions:	Means these Terms and Conditions between the Supplier and the Client for the supply of Services.

### 2. GENERAL

The Client has appointed the Supplier, which is a subsidiary of Concerto Group Limited, to provide the Services.

These Terms and Conditions and the booking confirmation form constitutes the entire agreement between the Parties. The Client acknowledges that it has not relied upon any statement, promise, representation, assurance or warranty made or given by the Supplier which is not set out in these Terms and Conditions.

### 3. BOOKING CONFIRMATION

All bookings will be held on a provisional basis for no more than 14 days during any period prior to and up till 1<sup>st</sup> September of any particular year and will not be secured until the Supplier receives an acknowledgement of the acceptance of these Terms and Conditions and payment of the Deposit. If no Deposit and no acceptance of these Terms and Conditions have been received by the Supplier then any provisional booking shall be automatically released.

All bookings made after the 1<sup>st</sup> September of any particular year will be secured on receipt of acceptance of these Terms and Conditions and payment of the Deposit. For the avoidance of doubt acceptance of these Terms and Conditions are accepted by ticking the Terms and Conditions box on the booking confirmation form to acknowledge that you have read, understood and agreed to be bound by the Terms and Conditions along with returning the Deposit in order to secure any booking.

### 4. DEPOSITS & PAYMENT TERMS

#### Christmas Bookings

Deposit:	£10 per person is due with these signed Terms and Conditions.
Balance:	Final balance payment must be paid 8 weeks before the Event Date.

#### New Year's Eve Bookings

Deposit:	£20 per person is due with these signed Terms and Conditions
Balance:	Final balance payment must be paid 8 weeks before the Event Date.

A Deposit of £10 per person for Christmas bookings and £20 per person for New Year's Eve bookings is required and the Balance to be paid 8 weeks before the Event Date. If the Deposit payment is not received on acceptance of the Terms and Conditions the Supplier reserves the right to cancel the booking without further notice.

If a booking is made within 8 weeks of an Event Date, the full amount of the Price shall be due and payable at the time of the booking.

All pre-ordered items must be paid for no later than 4 weeks prior to the Event Date.

**Only** single payments for the Deposit and the Balance shall be made, multiple payments for the Price will not be accepted.

All prices shown are inclusive of VAT at 20% and shall be subject to change should the VAT rate change.

### 5. SUPPLY OF SERVICES

The Supplier shall supply the Services to the Client in accordance with these Terms and Conditions.

The Supplier will have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier will notify the Client in any such event.

The Supplier warrants to the Client that the Services will be provided using all reasonable care and skill.

### 6. CANCELLATION

In the unfortunate circumstances the Client has to cancel the Event Date, the Client must notify the Supplier in writing of such cancellation as soon as possible.

All money paid by the Client is non-refundable and cannot be transferred against any other item on the booking or any other booking for an alternative event. The Client will be liable for the full cost of each Guest that cancels and cannot attend the Event.

Any amendments to the Booking Confirmation on behalf of any Guest can only be made by the Client and no amendments to the booking for the Event will be made without the prior written permission of the Client.

The Supplier reserves the right to amend all or part of the advertised programme of the Event for any reason and shall not be liable for any errors and/or any omissions.

The Supplier reserves the right to cancel the Event for any reason and will notify the Client immediately by phone, email or post. The Supplier shall give the Client the option to transfer to an alternative date or venue at no additional cost. Alternatively, if an alternative date is not available or an alternative venue is not agreeable with the Client then the Supplier agrees to refund all payments made to the Supplier in full. The Supplier shall not be liable for any third party costs incurred associated with any travel, accommodation, clothing or any other related goods or services.

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## 7. CATERING AND PRE-ORDERS

The Client must provide all menu choices for all Guests no later than 4 weeks prior to the Event Date. In the event that the Client fails to provide all the menu choices during this period then the Supplier cannot guarantee that the Client will receive its first choice from the menu choices on the Event Date.

Although every effort is made to keep the menu as stated, it may be necessary for the Supplier from time to time to change an item of the menu and the Supplier reserves the right to make any changes to the menu if necessary or due to any unforeseen circumstances.

All pre-orders must be made by the Client at least 4 weeks before the Event. Any changes to the pre-orders made after this time may not be accepted by the Supplier.

All queries regarding any pre-orders must be made by the Client either before or at the Event on the Event Date. The Client must take proof of purchase to the Event in the form of a payment receipt. Without proof of purchase, the Client may be asked to make any additional payment at the Event.

The Supplier operates a Challenge 25 policy. The Client is therefore requested to carry suitable identification at all times to provide evidence that the Client or any Guest is over 18 years of age.

The Client shall not be permitted to bring any alcohol or any beverages onto the premises of the Event and shall not be permitted to remove any alcohol or beverages from the premises of the Event. In the event that the Supplier finds that the Client or any member of its Guest has bought or removed any alcohol or beverages from the premises of the Event then the Client along with all the Guests part of the Client's booking will be asked to leave the Event.

## 8. ALLERGENS

The Supplier shall be appointing a third party caterer for the Event and does have allergen and food information available upon Guest request, however, this information may not always be visible. Therefore, it is the Client's responsibility to ensure Guests are informed to contact the Supplier prior to the Event should they require any allergen information.

The Client must inform the Supplier and provide the full names of all Guests that have any special dietary requirements or allergens no later than 4 weeks before the Event Date. The Supplier cannot guarantee that such requests will be provided.

## 9. COMPLAINTS

The Client must notify the Supplier in writing within 48 hours of the complaint occurring. If not, then the Supplier will not be liable for such complaint.

## 10. SOCIAL MEDIA

The Client will not post, tweet or otherwise share via social media any negative statement or images in relation to the event. The Client will not without the prior consent of the Supplier, post, tweet or otherwise share via social media any positive statement or images in relation to the Event.

## 11. FORCE MAJEURE

For the purposes of these Terms and Conditions a force majeure event means an event beyond the reasonable control of the Supplier included but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, an act of God, war, riot, civil commotion, death of a Monarch, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors. We would recommend that you consider taking out event insurance.

In the event that it is not possible for the Event to take place due to a Force Majeure Event then the Supplier shall refund to the Client all amounts that the Client has previously paid less any incurred costs by the Supplier and the Client shall have no further liability to pay the Supplier the Balance or any Additional Payment.

The Supplier will not be liable for any loss or damage and no refund shall be payable by the Supplier to the Client as a result of any delay or failure to perform the obligations under these Terms and Conditions as a result of a Force Majeure Event on the Event Date.

## 12. INSURANCE

The Supplier shall maintain insurance policies to cover potential liabilities which the Supplier may encounter under these Terms and Conditions. The Supplier agrees it has in place the necessary insurance policies that are reasonable and customary for the Supplier's industry. Copies of the Supplier's insurance policies by way of a brokers letter are available upon request.

Save in respect to death or personal injury caused due to the Suppliers negligence, the Suppliers liability in respect of all claims arising in contract or tort shall be limited to the amount of charges payable by the Client to the Supplier for the Event on the Event Date.

Personal accident insurance or insurance to cover personal belongings are not provided by the Supplier.

## 13. BRIBERY ACT

The Supplier and the Client agree that they shall:-

- comply with all applicable laws, regulations and codes relating to anti-bribery and including but not limited to the Bribery Act 2010
- maintain in place policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with anti-bribery and anti-corruption and will enforce them where appropriate; and
- promptly report to the other any request or demand for any undue financial or other of any kind it receives in connection with the performance of these Terms and Conditions.

## 14. GDPR

The Supplier and the Client warrant it will take all necessary steps to ensure it operates within the requirements of the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK.

The Supplier acknowledges and agrees that, in the performance of its obligations under this agreement, it shall comply with the provisions of applicable privacy laws. The Supplier shall not process any personal information provided or made available to the Supplier by the Client in connection with this agreement for any purpose other than that which is strictly necessary for the performance of its obligations under the agreement. Without prejudice to the foregoing the Supplier shall not damage, alter, disclose, lose or destroy any Client information unless instructed to do so in writing by the Client.

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## 15. CONFIDENTIALITY

Both Parties agree:

- (a) to keep confidential all information (written or oral) concerning the business and affairs of the Client and the Supplier which both Parties have obtained or received as a result of the discussions leading up to or the entering into, or obtains or receives in performance of, the agreement;
- (b) not to disclose the information in whole or in part to any other person without the other party's written consent, save to those of the Parties employees, agents and sub-contractors involved in the performance of the obligations under the agreement on a confidential and need to know basis;
- (c) to use the information solely in connection with the performance of the obligations under the agreement and not for the Supplier's or Client's benefit or the benefit of any third party; and
- (d) to promptly return or destroy (at the Supplier's or Client's discretion or at the written request of the Supplier or Client) all confidential information in the possession of the Supplier following the completion of the Event.

Neither party shall issue any media releases, public announcements or public disclosures relating to the agreement or use the name or logo of the other party including, without limitation, in promotional or marketing material or on a list of customers; unless required by legal, accounting or regulatory requirements beyond the reasonable control of the releasing party.

## 16. LIABILITIES

The Client is responsible and undertakes to ensure orderly conduct by all Guests of their party at the Event on the Event Date. The Client and each of its Guests will indemnify the Supplier against all costs losses demands claims and expenses arising out of or consequent upon any Guest damaging or rendering unusable any item (for example table linen, crockery, cutlery, glassware) and shall pay the Supplier the full cost of such repair or replacement.

The Client will notify when returning these signed Terms and Conditions (or if known at a later date before the Event Date) of any high-risk event or high-risk attendees which may require additional security. Failure to report such high-risk event or high-risk attendees will result in the Client being liable to pay all costs and losses incurred by the Supplier.

The Supplier reserves the right to refuse admission and remove from the Event any person who in the reasonable opinion of the Supplier is likely to hinder the enjoyment of other guests at the Event.

The Supplier accepts no liability for any loss, damage, cost or expense to any person or possession however caused other than for death or personal injury caused by the Suppliers act or negligence whilst carrying out the Services.

Any goods and items at the premises of the Event during or after the Event Date are left at the owners risk and the Supplier will not be held liable for any loss or damage to such goods or items. Any items left in cloakrooms or vehicles left in car parks are left entirely at the owner's risk. The Supplier shall not be liable for any loss or damage to items left in the cloakrooms and/or vehicles left in the car parks.

If any Client member and/or Guest at the Event on the Event Date orders additional drinks outside of any agreed bar package, the Client shall pay for such item ordered.

If the Event is suspended or not able to take place due to occurrences outside of the Suppliers control, the Supplier will not be liable for any loss or damage and no refund will be payable.

## 17. GENERAL

All Guests must be aged 18 years or over.

Guests should be smartly dressed. No denim or jeans (including dark or designer jeans), trainers or sportswear (including t-shirts) shall be permitted. If guests are not dressed appropriately, the Supplier reserves the right to refuse admission.

Tickets will be sent from the sales office prior to the Event. If the Client has not received them by 2 weeks prior to the Event then the Client must contact the Supplier immediately. The Client must ensure that all Guests receive a ticket as any Guest without a ticket will not be admitted to the Event.

The Supplier reserves the right to allocate appropriate tables for the Client and its Guests. The Supplier will try to accommodate any special requests or requirements for seating but cannot guarantee that these will be available.

Table numbers can be provided by the sales office during the week of the Event.

Event Dates and timings of the Event advertised are subject to licensing approval and a minimum number of ticket sales for the Event.

## 18. LAW

These Terms and Conditions between the Parties shall be governed by English law and the English courts will have authority to settle any dispute.

Please note that amendments cannot be made to these Terms and Conditions unless agreed by both parties in writing.

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