**EVENT PLANNING TERMS & CONDITIONS**

**CONTENTS:**

**ONE:** Definitions

**TWO:** Agreement, Contract Formation, Quotation Period

**THREE:** Services Provided,

**FOUR:** Delivery, Set-up and Collection of Equipment,

**FIVE:** Collection and Return of Equipment by Client

**SIX:** Event Charges and Payment, Adjustments to Cost, Deposits, Pre-Payment Policy, Payment Due Dates, Failure to Make Payment,

**SEVEN:** Breakdown and Repair, Defective Equipment,

**EIGHT:** Client’s Obligations, Looking After Equipment, Timely Payment, Compliance with Laws and Regulations, Event Detail Confirmation,

**NINE:** Client to Operate Equipment

**TEN:** Venue Hire Services, Venue Availability, Force Majeure Events,

**ELEVEN:** Liability, Personal Injury, Loss or Property Damage, Fair Wear and Tear, Maximum Liability

**TWELVE:** Termination, Breach of Agreement, Cancellation Period, Administration Fee,

**THIRTEEN:** Insurance

**FOURTEEN:** Miscellaneous, Changes to T’s and C’s, Notices, Assignment, Unforeseen Circumstances and Force Majeure, Waivers, Survival of Clauses, Electronic Mail, Third Parties

**FIFTEEN:** Limitations of Liability

**SIXTEEN:** Confidentiality

**SEVENTEEN:** Intellectual Property

**EIGHTEEN:** Photographs and Media

**NINETEEN:** Dispute Resolution

**TWENTY:** Governing Law and Jurisdiction

1. **DEFINITIONS**

**1.1** In these Conditions the following words and phrases shall have the following meanings:

“**Agreement**” means the agreement for the provision of Event Management and/or Venue Hire Services and/or hire of the Hire Equipment by the Client and shall comprise these Conditions and the Proposal and in the event of any conflict the provisions of these Conditions shall prevail.

“**Client**” means the person set out in the Proposal.

“**Conditions**” means these terms and conditions.

“**Deposit**” means the non-refundable deposit equal to 50% of the Event Charges unless otherwise agreed in writing.

“**Event**” means the event for which Gingham Hearts Events Ltd agrees to provide the Event Management Services and/or Venue Hire Services and/ or hire of the Hire Equipment to the Client beginning on the Event Date and ending on the Return Date

“**Event Charges**” means the charges for the provision of Event Management Services and/or Venue Hire Services and/or hire of the Hire Equipment as set out in these Conditions and the Proposal plus Value Added Tax at the statutory rate.

“**Event Date**” means the date set out in the Proposal as being the date on which the Event begins, or such other date as may be agreed by the Parties in writing.

“**Event Management Services**” means the event management services required by the Client as set out in the Proposal.

“**Force Majeure Event”**means any circumstances not within GHE’s reasonable control including without limitation:

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) nuclear, chemical or biological contamination or sonic boom.

e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent.

f) collapse of buildings, fire, explosion or accident.

g) non-performance by suppliers or sub-contractors.

h) interruption or failure of utility service.

“**Hire Equipment**” means the equipment to be hired by the Client pursuant to the Agreement, as set out in the Proposal.

“**Proposal**” means the booking form issued by Gingham Hearts Events Ltd to the Client incorporating these Conditions.

“**Return Date**” means the date set out in the Proposal or such other date as the Parties may agree in writing.

“**Set Up**” means setting up the Hire Equipment and or venue decoration such that the Hire Equipment is ready for use by the Client.

“**Site**” means the location of the Event and where the Event Management Services and/or Hire Equipment and or venue decoration will be provided, being the location set out in the Proposal, or such other location as may be agreed by the Parties in writing.

“**Venue Hire Services”** means the venue hire services as set out in the Proposal.

**2.0 THIS AGREEMENT**

**2.1** This agreement (the "Agreement") is made between Gingham Hearts Events Ltd hereinafter referred to as "GHE" and the client(s), hereinafter referred to as "Client," on the date the contract is signed. By engaging GHE’s services, the Client agrees to the following terms and conditions:

**2.2** Each Proposal issued by GHE to the Client shall be deemed to be an offer from GHE to the Client to provide Event Management Services and/or Venue Hire Services and/or hire of the Hire Equipment to the Client based on these Conditions.

Subject to any rule of law to the contrary, no contract between GHE and the Client shall be deemed to be formed until the Proposal attaching and incorporating these Conditions is agreed by the Client and the Client has paid the Deposit to GHE.

The Client confirms that they have read, understood and agreed to the matters set out in the Proposal and these Conditions.  The Client’s continuing instructions and payment of the Deposit will amount to acceptance of this Agreement.

**2.3** The Client is responsible for ensuring that the terms of the Proposal are complete and accurate.

**2.4** Any quotation given by GHE is given on the basis that no contract will come into existence until a contract is formed between GHE and Client pursuant to Clause 2.2 above. Any quotation given in writing is valid for a period of 90 days from the date on which it was given.

**2.5** The Client acknowledges that the Event Charges do not include the costs of repair to or making good any damage to the Site and that these shall be the responsibility of the Client.

**2.6** The Clients acknowledges that where GHE undertakes to obtain licences or authorisations necessary for the Event from a competent authority, the refusal of such authority to grant such licence or authorisation or to impose restrictions thereon shall not give rise to any claim against GHE.

**3.0 SERVICES PROVIDED**

**3.1** GHE agrees to provide event planning services as outlined in the proposal or event planning package agreed upon by both parties. Services include, but are not limited to, the following:

* Event Concept & Design
* Venue Selection & Coordination
* Vendor Management
* Budget Management
* Event Logistics
* Guest List & RSVP Management
* Catering & Menu Selection
* Entertainment & Activities
* On-Site Event Coordination
* Post-Event Services

**3.2** The Event shall commence on the Event Date and shall end on the Return Date.

**4.0 DELIVERY, SET UP AND COLLECTION OF EQUIPMENT**

**4.1** This Clause 4 shall only apply if the Proposal specifies, or the Parties otherwise agree in writing, that the Event Management Services and/or Hire Equipment shall be performed at or delivered to the Site.

**4.2** GHE shall be responsible for ensuring that the Event Management Services and/or Hire Equipment are delivered to and (only in cases where the Proposal specifies, or the Parties have otherwise agreed in writing, that the Hire Equipment is also to be Set Up on the Site) Set Up at the Site on the Delivery Date provided that:-

(a) time for delivery and (if applicable) Set Up of the Hire Equipment shall not be of the essence of the Agreement and time stated or advised by GHE respect of such delivery and/or Set Up shall be indicative only;

(b) delivery and (if applicable) Set Up of the Hire Equipment may at the option of GHE take place prior to the Event Date; and

(c) the Client’s only remedy for any failure of GHE to comply with its obligations under this Clause 4.2 shall be that the Event Charges shall be reduced to the extent that GHE (in its sole discretion and acting reasonably) shall determine.

**4.3** Where the Hire Equipment is to be Set Up by GHE, GHE shall use its reasonable endeavours to accommodate any reasonable and practicable requests and/or instructions by the Client in respect of the manner in which the Hire Equipment is Set Up provided that GHE cannot and does not guarantee that the Hire Equipment will be Set Up in accordance with such instructions or requests. The Client shall confirm the position of all Event Management Services and/or Hire Equipment prior to their installation. Failure to do this will result in GHE installing the Event Management Services and/or Hire Equipment where, acting reasonably, they think fit.

**4.4** If for any reason the Client fails to take delivery of the Hire Equipment at any time when the Hire Equipment is due and ready for delivery, GHE shall be entitled to be reimbursed by the Client in respect of all costs and expenses incurred by GHE in connection with making such delivery (and in connection with any subsequent redelivery of the Hire Equipment) and/or charge the Client an administration fee at such a level as GHE (in its sole discretion and acting reasonably) shall determine. For the avoidance of doubt, where the Client fails to take delivery of the Hire Equipment on more than one occasion, GHE shall be entitled to charge the Client for the costs and expenses, and charge the charges, referred to in this Clause 4.4 in respect of each such occasion.

**4.5** The Client shall inspect the Hire Equipment in the presence of GHE as soon as practicably possible following the Hire Equipment being delivered and (as the case may be) Set Up.

**4.6** On or as soon as practicably possible following the Return Date, GHE or a third-party provider shall remove the Hire Equipment from the Site. The Client shall comply with any instructions and/or guidance given by GHE or the third party to the Client with a view to ensuring that the Hire Equipment is ready for collection. The Client shall ensure that any electricals supplied with or as part of the Hire Equipment are returned in proper working order. Where the Client fails to comply with this Clause 4.6 GHE shall be entitled (in its sole discretion and acting reasonably) to charge the Client additional charges.

**4.7** If GHE is unable to collect the Hire Equipment from the Site due to any act, omission or failure on the part of the Client (including, for the avoidance of doubt, a failure of the Client to procure access to the Site for GHE or a third-party having been given reasonable notice by GHE of its intention to collect the Hire Equipment at the relevant time) the Client shall not only be liable for any costs and/or expenses suffered or incurred by GHE as a result of such act, omission or failure but GHE shall also be entitled to charge the Client such additional charges as GHE shall (acting reasonably and in its sole discretion) determine. For the avoidance of doubt, GHE shall, without prejudice to any other charges it may be entitled to charge and/or costs and expenses it may be entitled to recover under this Clause 4.7, also (in its sole discretion and acting reasonably) be entitled to charge the Client additional hire charges until such time as the Hire Equipment is collected by or otherwise returned to GHE or the third-party.

**4.8** The Client agrees that it will not (and its representatives/guests shall not) do anything to cause or contribute to any breach by GHE of any of its obligations under any third-party equipment hire contract and shall keep GHE fully indemnified at all times against all claims, actions, proceedings, demands, liabilities, damages, costs, charges, expenses and losses (including but not limited to direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs ) which are incurred or may be incurred by GHE arising out of any breach of this clause.

**5.0 COLLECTION AND RETURN OF THE EQUIPMENT BY THE CLIENT**

**5.1** This Clause 5 shall only apply if the Proposal specifies, or the Parties otherwise agree in writing, that the Hire Equipment is to be collected by the Client from GHE’s or a third-party’s premises.

**5.2** The Client shall collect the Hire Equipment from GHE’s or a third-party’s premises on the Event Date or on a date prior to the Event Date such date having been agreed in writing.

**5.3** The Client shall be responsible for inspecting the Hire Equipment upon collecting the Hire Equipment from GHE’s or a third-party’s premises.

**5.4** The Client shall return the Hire Equipment to GHE’s or a specified third-party’s premises on the Return Date. If the Client fails to return the Hire Equipment when its due to be returned the Client shall not only be liable to GHE in respect of any costs and expenses suffered or incurred by GHE as a result of such failure but GHE shall be entitled to charge the Client, such additional charges as GHE shall (acting reasonably and in its sole discretion) determine.

**5.5** The Client shall comply with all instructions and/or guidance given by GHE to the Client in respect of the Hire Equipment.

**6.0** **EVENT CHARGES AND PAYMENT**

**6.1** The Client acknowledges that the Event Charges referred to in the Proposal represent the best estimate of the costs of the Event based on the information available at the time this Agreement is entered into and that adjustments may need to be made to the Event Charges by GHE (acting reasonably and in its sole discretion) to reflect changed circumstances and/or further information becoming available.

**6.2** The Client shall pay the Event Charges in accordance with these Conditions. The Deposit is payable immediately upon acceptance of the Proposal.  Unless otherwise agreed, the balance of the Event Charges must be paid no later than 10 working days in advance of the Event Date.

**6.3** In addition to the Event Charges GHE shall be entitled to invoice the Client for any increase in costs due to the Clients default in any of its obligations under these Conditions including (but not limited to) any breakages or damage to the Hire Equipment,  charges or additional fees imposed by the Site for breakages or damages where GHE has provided Venue Hire Services, and any additional Event Management Services and/or Hire Equipment and/or Venue Hire Services either requested by the Client or which GHE reasonably considers necessary or desirable for the successful completion of the Event. Any such additional sums shall be due and payable within 10 days of issue of the invoice.

**6.4** All prices are, unless otherwise stated, exclusive of any packing, posting and delivery charges (which, for the avoidance of doubt, the Client shall also be liable to pay to GHE).

**6.5** Event Charges are based on the assumption that:

(a) if the Site is outside it has level, flat and firm ground with easy access for motor vehicles and that no cables, pipes, drains or other services are buried beneath the surface or otherwise concealed;

(b) if the Event location is inside, there is sufficient power for all the Hire Equipment and Event Management Services hired (unless provision of power has been included in the Proposal).

provided that, in any event (i) if any delays are caused by obstructed access to the Site or where vehicular access is not, in the opinion of GHE, available to within 40 metres from the Site and/or (ii) if GHE are of the reasonable opinion that tracking is required to be laid to facilitate access to the Site, the increased costs thereof shall be added to the Event Charges.

**6.6** If the Client fails to make payment of any sum due to GHE, GHE shall be entitled to (without prejudice to any other rights and remedies which GHE may have under the Agreement or otherwise):

(a) terminate the Agreement and/or suspend any further performance of GHE’s obligation under the Agreement; and/or

(b) charge the Client interest on the overdue amount at a rate equal to 4% above the base rate of Barclays Bank from time to time.

**6.7** GHE shall be entitled to invoice the Client from time to time in respect of any other costs, expenses, fees or charges which the Client is liable to pay to GHE pursuant to these Conditions.

**6.8** Any significant changes or additions to the event plan (such as extra guests, changes in location, additional services, etc.) must be communicated to GHE as soon as possible and GHE reserves the right to adjust pricing or services to accommodate any significant changes.

**7.0 BREAKDOWN AND REPAIR**

**7.1** GHE shall have no liability to the Client for any claim in respect of any defect in the Hire Equipment which:-

(a) where Clause 4 applies:

(i) would have been apparent on inspection; and/or

(ii) was brought to the Client’s attention by GHE at the time of inspection and which is made after the commencement of the Event;

(b) where Clause 5 applies, would have been apparent on inspection and which is made after the commencement of the Event.

**7.2** In respect of any defect in any items of Hire Equipment not falling within the scope of Clause 7.1, GHE shall arrange for a replacement item of Hire Equipment to be provided to the Client as soon as practicably possible following being notified of the defect by the Client provided that GHE shall have no liability to the Client under this Clause where such defect is attributable to the fault or negligence of the Client or otherwise attributable to any breach by the Client of these Conditions. This Clause 7.2 shall be the Client’s sole remedy in respect of any defects in any Hire Equipment provided by GHE or third-party to the Client and GHE shall have no liability to the Client in respect of any costs and expenses suffered or incurred by the Clients a result of such defect.

**7.3** For the avoidance of doubt where the Hire Equipment includes a power generator, GHE’s sole liability for any breakdown is replacement as soon as practicably possible as provided for in Clause 7.2. Accordingly, the Client is advised to consider hiring a standby generator.

**8.0 CLIENT’S OBLIGATIONS**

**8.1** Throughout the period of the Agreement the Client shall:-

(a) ensure that GHE is given access to the Site (upon being given reasonable notice by GHE) in order to fulfil its obligations and/or enforce its rights under the Agreement; can include track way

(b) use the Hire Equipment in a safe manner and in accordance with all instructions and/or directions given to the Client by GHE or by the third-party from time to time;

(c) use the Hire Equipment for the purpose for which it was intended and, if the Client has any doubt as to whether the Hire Equipment is suitable for a proposed purpose, refrain from using the Hire Equipment for that purpose until the Client has confirmed with GHE whether the Hire Equipment is suitable for such purpose;

(d) read any operating instructions, user manuals and explanatory notes supplied with the Hire Equipment and ensure that the Hire Equipment is used in accordance with such instructions, user manuals and explanatory notes;

(e) ensure that the Hire Equipment is kept secure until such time as the Hire Equipment is returned to GHE or the third-party premises by the Client or collected by GHE or the third-party;

(f) in the event that any item of Hire Equipment is lost or damaged, inform GHE of such loss or damage as soon as reasonably possible following such loss or damage occurring;

(g) not to assign, mortgage, let on hire, or otherwise dispose of or part with possession of any item of Hire Equipment or part thereof or charge the benefit of the Agreement or purport to do any of the foregoing;

(h) maintain the Hire Equipment in the state that it is in at the date of delivery of the Hire Equipment to the Site by GHE or the third-party or collection of the Hire Equipment from GHE’s named premises by the Buyer (as the case may be);

(i) keep the Hire Equipment free from all liens, charges, encumbrances and securities;

(j) bear the cost of the repair or rectification of any damage to the Hire Equipment resulting from negligence or improper use of the Hire Equipment by the Client or any person permitted by the Client to use the Hire Equipment;

(k) indemnify GHE against all fines, penalties and liabilities imposed on GHE, or arising in respect of any non-compliance or contravention of any law or regulation, relating to the use and operation of the Hire Equipment, together with any reasonably and properly incurred cost or expense relating thereto incurred by GHE;

(l) provide timely payment to GHE of all invoices issued according to due dates outlined on the invoice and in this agreement and

(m) Ensure compliance with all laws and regulations related to the event (including permits, licensing, insurance).

**8.2** For the avoidance of doubt, the Client is responsible for satisfying itself prior to the commencement of the Agreement that the Event Management Services and/or Hire Equipment Services and/or Venue Hire Services to be supplied by GHE are sufficient and/or suitable for a given use or application. The Client is encouraged to discuss its requirements in detail with GHE prior to entering into the Agreement. GHE accepts no responsibility to the Client should the Client subsequently claim that the Event Management Services and/or Hire Equipment Services and/or Venue Hire Services are not so sufficient and/or suitable.

**8.3** The Client shall provide GHE with any information required for the proper performance of the Agreement on request.  The Client will be required to confirm details and final numbers for the Event no later than 28 days prior to the Event Date.  It is expressly acknowledged by the Client that once final numbers are confirmed, those numbers cannot be reduced and will not be refunded if numbers decrease. Numbers may be increased subject to agreement, availability and extra charges.

**8.4** Without prejudice to any other rights and/or remedies to which GHE may be entitled under these Conditions or otherwise, the Client shall reimburse GHE in respect of any costs and expenses reasonably and properly incurred by GHE as a result of any breach of by the Client of its obligations under these Conditions.

**9.0 CLIENT TO OPERATE EQUIPMENT**

**9.1** The Client hereby acknowledges and agrees:

(a) that GHE will not be responsible for operating or maintaining the Hire Equipment during the Event; and

(b) that, unless otherwise agreed by GHE in writing, that GHE will not provide the Client with any training in respect of the Hire Equipment beyond any training which GHE or a third-party may be required to give to the Client under any rule of law.

**10.0 VENUE HIRE SERVICES**

**10.1** This Clause 10 shall apply where the Proposal states that GHE will provide Venue Hire Services for the Event.

**10.2** GHE cannot guarantee and does not warrant that the specific venue in the Proposal will be available for the Event. GHE will use reasonable endeavours to see that the Client’s chosen venue is secured for the Event, but the Client expressly acknowledges that GHE is not the owner of the venue and as such cannot guarantee its availability.

**10.3** If, by reason of a Force Majeure Event or any other circumstances beyond GHE’s reasonable control, the Client’s chosen venue in the Proposal becomes unavailable, GHE will use reasonable endeavours to secure the booking of an alternative venue for the Event which GHE (at its sole discretion acting reasonably) deems comparable.  The Client shall not be entitled to terminate this agreement if an alternative venue can be secured in accordance with this clause.  The cancellation policy at clause 12.2 below will apply.

**10.4** GHE shall not be held in breach of this agreement if the venue in the Proposal becomes unavailable for the reasons set out in clause 10.3 above. Further, GHE shall not be liable for any losses whatsoever or howsoever arising as a result of any of the circumstances in clause 10.3 applying.

**10.5** The Client shall comply with any policies, rules and or regulations imposed by the venue booked by GHE for the Event.  The Client will provide GHE with any information required for the purposes of the Venue Hire Services on request so that GHE can comply with its obligations under any third-party venue hire contract.

**10.6** The Client agrees that it will not (and its representatives/guests shall not) do anything to cause or contribute to any breach by GHE of any of its obligations under any third-party venue hire contract and shall keep GHE fully indemnified at all times against all claims, actions, proceedings, demands, liabilities, damages, costs, charges, expenses and losses (including but not limited to direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs ) which are incurred or may be incurred by GHE arising out of any breach of this clause.

**11.0 LIABILITY**

**11.1** The Client shall be responsible for and shall indemnify GHE fully from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

(a) personal injury including death or disease or loss or damage to the property of any third party to the extent that such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Client; and

(b) loss or damage to the property of GHE or any person employed by GHE or personal injury including death or disease to any person employed by GHE to the extent that such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Client; and

(c) loss or damage to the property of the Client or any person employed by the Client or personal injury including death or disease to any person employed by GHE to the extent that such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Client.

**11.2** For avoidance of doubt the Client acknowledges that if damage to the Site is likely due to the installation of the Hire Equipment, the provision of Event Management Services and from the use of vehicles. Accordingly the Client shall indemnify GHE fully from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of damage to the Site to the extent that same are not covered by a policy of insurance taken out by GHE pursuant to Clause 13.1.

**11.3** Except to the extent of fair wear and tear, the Client shall reimburse GHE in respect of the loss of or damage to any Hire Equipment which occurs while the Hire Equipment is on hire to the Client. All lamps provided by GHE to the Client must be returned to GHE at the end of the Event (whether functioning or not) otherwise the Client shall be liable to GHE for the cost of replacing any lamps not so returned with a new lamp of equivalent specifications.

**11.4** GHE shall have no liability for any indirect, special, consequential loss or damage to the Client or any third party arising under the Agreement whether arising from the negligence of GHE or otherwise

**11.5** GHE’s maximum liability arising out of contract, negligence or breach of statutory duty or otherwise for any loss or damage arising out of or in connection with the Agreement, howsoever arising, shall not exceed the amount provided for the relevant element of the Event Management Services, Venue Hire Services and/or Hire Equipment as set out in the Proposal and the aggregate such liability shall not exceed the total sum received by GHE from the Client under the Agreement.

**11.6** Nothing in this Clause 11 shall exclude or limit GHE’s liability for death or personal injury caused by the negligence of GHE or its employees or any liability which cannot be excluded or limited by law.

**12.0** **TERMINATION**

**12.1** GHE will have the right to terminate the Agreement forthwith by notice in writing if the Client:

(a) commits any material breach of the Agreement; or

(b) commits an act of bankruptcy, becomes apparently insolvent, arranges or composition with creditors or (being a company) has had convened a creditors meeting; or

(c) has a receiver (whether administrative or otherwise) appointed or any steps are taken for the appointment of an administrator or a resolution has been passed for winding up (except for the purposes of a genuine scheme of solvent amalgamation or reconstruction) or any proceedings have commenced relating to the insolvency or liquidation or possible insolvency of the Client or it ceases or threatens to cease to carry on business or if serious doubt arises as to the Client’s solvency.

**12.2** **Cancellation Period**: The Client shall have the right to terminate the Agreement at any time prior to the start of the Event in which case GHE shall retain the Deposit.  The Client expressly acknowledges and agrees that the Deposit is non-refundable. Further, the Client shall be liable for and will reimburse GHE for all non-refundable sums paid, sums due or cancellation charges payable by GHE to any third party, venue or supplier arising out of the Client’s decision to terminate. If the client terminates the contract within 30 days of the event date, the client may be liable to a 10% administration fee payable to GHE.

**12.3** It is recommended that the Client obtain cancellation insurance, and it is expressly acknowledged by the Client that it is the responsibility of the Client to make its own enquires and agreement with the insurer to ensure any such policy meets their specific requirements.

**12.4** In the event that the Agreement is terminated in accordance with any of the provisions of Clause 12.1:

(a) the total amount due or that may become due by the Client to GHE under the Agreement shall become immediately due and payable by the Client to GHE; and

(b) the Client shall immediately return the Hire Equipment to GHE or shall ensure that GHE is given access to the Site upon reasonable notice being given by GHE in order to allow GHE to collect the Hire Equipment.

**12.5** Termination of the Agreement for any reason by GHE shall not affect the Client’s obligation to pay any outstanding invoices or any other monies owing to GHE, including any interest charges.

**13.0 INSURANCE**

**13.1** The insurance obligations and requirements and associated costs for the Event will be set out in the Proposal.

**13.2** Where GHE effects insurance for the Event the Client shall pay an additional sum equal to 5% of the Event Charges (or such other sum as may be set out in the Proposal). The Client shall be liable for the first £2,500 of any claim made under such policy unless otherwise stated in the Proposal.

**13.3** Unless the Proposal specifies that GHE shall be liable for insurance, the Client shall keep the Hire Equipment insured with an insurance company of good repute against loss or damage from all normal business risks (including normal third-party risks). The Client shall notify its insurers that the Hire Equipment and/or Event Management Services is on hire from GHE or the third-party and request the insurer to endorse a note of such interest on the policy of insurance naming GHE as loss payee and shall on demand show to GHE the policy of insurance, the premium receipts and insurance certificate and shall not use or allow the Hire Equipment and/or Event Management Services to be used for any purpose not permitted by the terms and conditions of the policy of insurance or do or allow to be done any act or thing whereby the insurance may be invalidated. If the Client shall make default in the payment of any premium in respect of the insurance GHE may pay such premium in which event the Client shall repay the amount thereof on demand. The Client shall indemnify GHE against all loss or damage to the Hire Equipment not recoverable under the policy of insurance.

**13.4** Where any event or accident shall occur which is a risk covered by the Client’s insurance hereunder, the Client shall immediately notify GHE thereof, shall not compromise any claim without the consent of GHE, shall allow GHE to take over the conduct of negotiations (except in relation to claims of the Client for personal injuries, loss of use of the Hire Equipment, or loss or damage to the property of the Client unconnected with the Hire Equipment) and shall at the expense of the Client take such proceedings (in the sole name of the Client or jointly with GHE) as GHE shall reasonably direct, holding all sums recovered, together with any monies received by the Client under its policy of insurance, on trust for GHE and paying or applying the same as GHE directs and as herein provided. If any of the Hire Equipment is declared a total loss GHE shall, unless otherwise agreed by the Client, apply any proceeds of insurance received by it towards a replacement of equivalent value which replacement shall be deemed to be included in the Agreement for all purposes and the Client shall continue to pay the Event Charges as if such loss had not taken place.

**13.5**GHE confirms that it holds valid Public Liability Insurance in accordance with industry standards and encloses certification.

**14.0 MISCELLANEOUS**

**14.1** Entire Agreement. The Agreement constitutes the entire agreement between GHE and the Client relating to the provision of Event Management Services, Venue Hire Services and/or the hire of the Hire Equipment and shall supersede all prior agreements and understandings (whether oral or in writing) between the Client and GHE with respect to provision of Event Management Services, Venue Hire Services and/or the hire of the Hire Equipment. Any modification or variation to the terms of the Agreement shall only be valid if it is made in writing and signed by the Client and GHE or their duly or condition in which the Hire Equipment is to be returned.

**14.2** Notices. All notices to be given under the Agreement shall be in writing and, in the case of GHE, shall be addressed to its registered office and, in the case of the Client, be addressed to the address specified on the Proposal or such other addresses as either Party may notify the other pursuant to this provision.

**14.3** Assignment. The Client shall not be entitled to assign any of its rights and/or obligations under the Agreement without the prior written consent of GHE. GHE may assign or sub-contract any of its rights and/or obligations under the Agreement without the consent of the Client.

**14.4** Unforeseen Circumstances/Force Majeure. If GHE is prevented, hindered or delayed in or from performing its obligations under this Agreement by reason of a Force Majeure Event, GHE shall inform the Client as soon as reasonably practicable.  GHE shall not be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations by reason of a Force Majeure Event.  In such circumstances GHE shall be entitled to reasonable extension of time for the performance of such obligations. GHE shall use reasonable endeavours to mitigate any delay and make alternative arrangements with the intent that the Event can still proceed.  Any failure or delay arising out of a Force Majeure Event shall not constitute a breach of the Agreement, provided however that if such delay continues for a period in excess of 14 days, the Client shall be entitled to terminate the Agreement forthwith by written notice to GHE. In such circumstances, the cancellation provisions at Clause 12.2 shall apply.

**14.5** Waivers. No delay or failure by GHE in exercising or enforcing any of its rights or remedies under the Agreement will prejudice or restrict its rights, nor will any waiver of rights operate as a waiver of subsequent rights.

**14.6** Survival of Clauses. In the event that any Clause in these Conditions is held to be invalid by any court having jurisdiction over the Agreement, that Clause may be deleted from these Conditions and the remaining Clauses shall continue to be, to the extent that they are unaffected by the deletion, valid and binding on the Parties hereto.

**14.7** Non-Solicitation. The Client shall not and, where applicable, shall procure that the Client’s employees shall not, without the GHE’s prior written consent, during the Event and for a period of two years thereafter directly or indirectly employ any person who is employed by the GHE at any time during the Event and with whom the Client has had direct contact in the course of the Event. The Client shall fully indemnify GHE against any breach of this provision by the Client or by the Client’s employees.

* 1. Electronic Mail. For the purposes of these Conditions references to ‘written’ or ‘in writing’ shall include electronic mail.

**14.9 (a)**GHE will assist with the selection of vendors (caterers, photographers, florists, etc.) as requested by the Client. However, the Client may be required to contract and pay vendors directly, depending on the agreement.

**(b)** All third-party vendors are subject to the GHE’s approval. Any changes or cancellations made by the Client regarding the vendors will be communicated and may incur additional charges.

**(c)** Any third parties hired by GHE or the client will have the adequate insurance, permits and certification to undertake the work for which they have been hired. GHE agrees to check that third parties have the adequate certification for duties upon entering into any written agreements or contract with them to the best of GHE’s ability and knowledge. GHE shall not be held liable if it is found that any third parties have presented this information dishonestly or fraudulently.

1. **LIMITATION OF LIABILITY**

**15.1** GHE is not liable for any damages, injuries, or losses that may occur during the event, including but not limited to accidents, theft, or property damage. The Client agrees to indemnify and hold GHE harmless from any claims or legal actions that arise from the event.

**15.2** GHE’s total liability for any breach of this Agreement shall not exceed the total fees paid by the Client for the services provided.

**16.0 CONFIDENTIALITY**

**16.1** GHE agrees to maintain confidentiality regarding the Client's personal and event details and will not disclose such information to third parties unless required for the event’s execution or authorized by the Client.

**16.2** The Client agrees to keep the terms of this agreement confidential unless disclosure is required by law.

**17.0 INTELLECTUAL PROPERTY**

**17.1** Any intellectual property, including but not limited to designs, logos, marketing materials, and event concepts created by GHE, shall remain the property of GHE unless otherwise agreed upon in writing

**18.0 PHOTOGRAPHS AND MEDIA**

**18.1** GHE may take photographs or videos during the event for promotional purposes. The Client agrees to allow GHE to use such media in promotional materials (websites, social media, brochures, etc.) unless otherwise stated.

**19.0 DISPUTE RESOLUTION**

**19.1** Any disputes that arise under this Agreement shall first be attempted to be resolved through mediation.

**20.0 GOVERNING LAW AND JURISDICTION**

**20.1** The provisions of these Conditions shall be governed by and construed according to the law of England and Wales and the English courts shall exclusive jurisdiction concerning any dispute.

By signing this Agreement, the Client acknowledges and agrees to the terms and conditions outlined above.

**GHE**:
Gingham Hearts Events Ltd
Address: 55a Whitley Road, Eastbourne, BN22 8ND

Tel: 07872 665947, 077118 49706
Email: louise@ginghamhearts.co.uk, lucy@ginghamheartsevents.com

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Client**:
Client Name:
Address:
Tel:
Email:
Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_