

## Eventurous Ltd Terms and Conditions

### THE CLIENTS ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSES 5.4, 7.4, 7.6, 8, 15.1, 16.2 and 20.3

#### Definitions and Interpretation

- (i) **"Eventurous"** – Eventurous Limited a company registered in England and Wales with company number 05571007 with its registered address at Mythe Farm, Pinwall Lane, Sheepy Magna, Atherstone, Warwickshire, CV9 3PF which also trades as Garlands Corporate, Garlands Leisure and Mythe Barn Events
- (ii) **"Client"** – the individual, company or other entity who/which has made the Booking.
- (iii) **"Venue"** – the ground, building(s) or facilities to be used for the Event or Programme, as specified in the contract.
- (iv) **"Deposit"** – 50% of the Total Cost of the Event or Programme, as required to secure the Booking.
- (v) **"Booking"** or **"Booked"** – the reservation made by the Client with Eventurous for the Event or Programme.
- (vi) **"Event"** or **"Programme"** – the Venue and activities and/or accommodation and/or entertainment and/or catering services and/or other services and facilities, or items requested by the Client, as detailed in the Contract.
- (vii) **"Guests"** or **"Participants"** or **"Attendees"** or **"Delegates"** – the individuals to whom the Event or Programme will be provided.
- (viii) **"Third Party Suppliers"** – any third parties engaged by the Client, or on behalf of the Client by Eventurous or any other third party, to deliver services at, during or in connection with the Event or Programme, including, but not limited to, activity, accommodation and Venue providers, entertainers, photographers, speakers, bands, musicians and caterers.
- (ix) **"Contract"** – the document (incorporating these terms and conditions) specifying, among other things, details of the Client and the Event or Programme, including booking dates, activities, Venues and fees agreed between Eventurous and the Client.
- (x) **"Website"** – refers to [www.eventurous.co.uk](http://www.eventurous.co.uk), [www.garlandscorporate.co.uk](http://www.garlandscorporate.co.uk) and [www.garlandsleisure.co.uk](http://www.garlandsleisure.co.uk).
- (xi) **"In Writing"** – includes correspondence by letter and email.
- (xii) **"Event or Programme Start Date"** – the date on which the Event or Programme is scheduled to commence.
- (xiii) **"Total Cost of Event or Programme"** – the overall cost of the Event or Programme (including, but not limited to, Venue Hire fees, activity and catering charges and any other fees or charges) as detailed in the contract, including the cost of any additional requirements added to the Booking at the request of the Client.
- (xiv) **"Venue Hire Fee"** – the fee for the hire of the Venue as specified in the Contract.

- (xv) **"Day Delegate Rate"** – as the case may be, an overall fee charged for the Event or Programme specified in the contract and based on a fee per Delegate.
- (xvi) **"Minimum Contract Value"** – the minimum cost of the Event or Programme, as specified in the Contract.

***Eventurous reserves the right to withdraw or change these Terms and Conditions prior to signing a Contract under clause 1.1. The Terms and Conditions are accepted by the Client to the exclusion of any previous Terms and Conditions and to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.***

By entering into this agreement for the supply of services, the parties agree to be bound by the Terms and Conditions contained herein.

## **1.0 Bookings and Contract Formation**

- 1.1 Bookings are regarded as provisional and no contract is formed until the Contract has been:
- (i) signed by an authorised representative of the Client accepting responsibility for the Booking or
  - (ii) the deposit payment specified in the contract has been received by Eventurous
- 1.2 The signed Contract must be returned to Eventurous within the time limit specified in the Contract. If a signed Contract is not received within this time period, Eventurous reserves the right to release the provisional booking.
- 1.3 For Bookings made less than 6 weeks ahead of the relevant Event or Programme, a contract will not be formed until the Total Cost of the Event or Programme has been paid in full.
- 1.4 Bookings will only be accepted by Eventurous if the Event or Programme is deemed by Eventurous to be appropriate in in keeping with the nature of its business. Those placing Bookings must be over 18 years of age and fully and fairly represent the purpose for which the Event or Programme is required. Any misrepresentation by the Client may result in cancellation of the Event or Programme by Eventurous, with forfeiture of the Deposit and balance.
- 1.5 Unless otherwise stated, full details, including Attendees catering, times, bars, floral decorations, entertainment, supplementary lighting, audio visual and size and location of all arrangements for the Event or Programme must be submitted by the Client at least 15 working days before the Event or Programme Start Date. Any outstanding details must be agreed at least 10 working days before the Event or Programme Start Date.

## **2.0 Amendments by Client**

- 2.1 The Client is responsible for carefully reading the Contract and for checking that the details are correct. Eventurous cannot accept liability for any errors in the Contract if not notified within 7 days for the date of issue.
- 2.2 Requests for amendments to the Contract once a Contract has been formed, in accordance with clause 1.1 must be made to Eventurous in writing. Where possible every effort will be made to alter or change all or part of the Event or Programme where requested by the client, subject to the Client paying:
- (i) A £25 administration charge
  - (ii) Any costs incurred as a result of the changes, including costs incurred by Eventurous and any of their suppliers.
- 2.3 Any amendments leading to a reduction in the Total Cost of the Event or Programme as detailed in the Contract will be subject to Eventurous's cancellation terms, as detailed at clause 4.
- Number of Attendees:*
- 2.4 Final numbers must be notified to Eventurous at least 10 working days prior to the Event or Programme Start Date.
- 2.5 Should the Client make changes to the Event or Programme or the expected numbers of Attendees, this may result in amendments in the applicable rates and/or facilities offered.
- 2.6 Any amendments to the Contract requiring additions to the Event or Programme will increase the cost of the Booking, for which Eventurous reserves the right to issue further invoices. The Client acknowledges and agrees that all such additional costs will be included in the Total Cost of the Event or Programme, including, but not limited to, the purposes of determining any cancellation fees and charges under these terms and conditions.

### **3.0 Payment**

- 3.1 The cost of the Event or Programme will be set out in the Contract and will usually be based on either:
- (i) A Day Delegate Rate (subject always to a minimum number of Delegates)
  - (ii) A fixed rate
- 3.2 If the Event or Programme is booked more than 6 weeks prior to the Event or Programme Start Date, the Client will pay Eventurous as follows:
- (i) 50% of the Total Cost of the Event or Programme, by way of a non-refundable Deposit, to secure the booking and
  - (ii) 50% of the Total Cost of the Event or Programme no later than 15 working days before the Event or Programme Start Date.
- 3.3 If the Event or Programme is Booked less than 6 weeks prior to the Event or Programme Start Date, the Client will pay Eventurous 100% of the Total Cost of the Event or Programme, to secure the Booking.
- 3.4 All relevant prices exclude VAT. Eventurous has the right to increase or decrease prices in line with any change in VAT or any other dues or fees levied on any part or the Contract.
- 3.5 The Client agrees to pay Eventurous for any extra goods or services provided at the request of the Client or its Attendees.
- 3.6 Payments may be made by BACS, cash, cheque, bankers' draft, or such credit cards as are accepted by Eventurous from time to time.
- 3.7 Eventurous reserves the right to charge interest at a rate of 8% above the base rate of the Bank of England from the date payment became due on any outstanding balance(s) or overdue accounts due from the Client. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. Interest will be added to the Client's account for each month or part thereof that the account remains unpaid.
- 3.8 All payments must be made in pounds sterling (UKL). Eventurous reserves the right to pass on any bank charges resulting from the exchange of foreign currencies.
- 3.9 The Client shall pay all amounts due under the Contract in full without any set-off, counter claim, deduction or withholding. Eventurous may at any time, without limiting its other rights and remedies, set-off any amounts owing by the Client against any amount payable by Eventurous to the Client.
- 3.10 Eventurous may, at its sole discretion, offer the Client credit account facilities as may be agreed from time to time. All credit accounts must not exceed their credit limit at any time. Eventurous reserves the right to carry out credit checks in respect of any Clients, including conducting searches with credit reference agencies, and to refuse or withdraw credit account facilities at its sole discretion. Should a deposit or prepayment be required for any Event or Programme this will be specified in the Contract.
- 3.11 Payment for any additional goods or services provided at the request of the client or its attendees on the day of the event are due for payment 30 days after the issue of the invoice by Eventurous. In the event of any query relating to an invoice, the Client must notify Eventurous within 7 days of the invoice issue date.

## 4.0 Cancellation by the Client

4.1 If the Client cancels the Event or Programme prior to the Event or Programme Start Date the Client will pay Eventurous the following sums (together with any and all other costs incurred by Eventurous as a result of the cancellation, either on the Client's behalf or otherwise, in respect of the Event or Programme):

- (i) ***If Eventurous receives notification of the cancellation more than 6 months before the Event or Programme Start Date:*** 50% of the Total Cost of the Event or Programme;
- (ii) ***If Eventurous receives notification of the cancellation between 6 months and 1 month before the Event or Programme Start Date:*** 75% of the Total Cost of the Event or Programme;
- (iii) ***If Eventurous receives notification of the cancellation less than one (1) month before the Event or Programme Start Date:*** 100% of the Total Cost of the Event or Programme.

4.2 Where the Client makes an amendment to the Contract under clause 2, which leads to a reduction in Total Cost of the Event or Programme short of full cancellation (including a reduction in the number of Delegates), Eventurous may apply clauses 4.1(a)-(c) to the subsequent reduction in the value of the Contract (subject always to the Minimum Contract Value), rather than the Total Cost of the Event or Programme.

4.3 Any cancellation, postponement or partial cancellation must be confirmed in writing but the client is advised to inform Eventurous in the first instance verbally.

4.4 If a Deposit and/or other pre-payments have been made by the Client in respect of a cancelled Event or Programme, and such amounts are less than or equal to the amount of any cancellation charges due, they shall be non-refundable.

## 5.0 Amendments or Cancellation by Eventurous

5.1 Eventurous reserves the right to make amendments to the Event or Programme and to offer an alternative of reasonably equal suitability without any alteration to the price. In such circumstances, Eventurous will use its best endeavours to provide alternative arrangements or equal of higher standing.

5.2 No compensation shall be payable to the Client or any third party in the circumstances described in clause 5.1.

5.3 If Eventurous cannot provide an alternative of equal or higher standing, a reasonable reduction in the cost of the Event or Programme shall be offered. If such reasonable reduction cannot be agreed, or if no alternative can be provided, the Client may cancel the Event or Programme, or the relevant parts of it, where upon Eventurous shall refund the price paid, or if appropriate, a reasonable proportion thereof.

5.4 Eventurous may cancel the Contract at any time and without liability to the Client if:

- (i) The Client fails to pay any amount due under the Contract on the due date for payment;
- (ii) The Client commits, or Eventurous reasonably believes that the Client is about to commit, a material breach of the Contract;
- (iii) The Client is unable to demonstrate that suitable risk assessments have been carried out with respect to services and facilities provided by Third Party Suppliers, further to clause 13;
- (iv) The Client becomes insolvent, enters into an arrangement with its creditors or enters into administration, liquidation, bankruptcy or receivership or administrative receivership;
- (v) The Event or Programme cannot be provided for reasons beyond Eventurous's control;

- (vi) The Client, in the opinion of Eventurous, acts in such a way as to prejudice the reputation of Eventurous;
- (vii) In the opinion of Eventurous, the Client does not fairly represent the purpose for which the Event or Programme is required – or –
- (viii) If the Attendee or Third Party Supplier behavior is in breach of clause 20;
- (ix) The Client is more than 30 days in arrears in respect of any of any sums owed to Eventurous under any other agreement

## **6.0 Licensing and Statutory Controls**

- 6.1 In entering the Contract the Client accepts that the operation of the Event or Programme is subject to statutory controls, including, but not limited to, those relating to fire, licensing, entertainment and health and safety all of which must be strictly observed by the Client, its Attendees and Third Party Suppliers.
- 6.2 The Client is responsible for ensuring that its Attendees and Third Party Suppliers comply with Eventurous's health and safety policy at all times during the course of the Contract. A copy is available on request and should be read carefully.

## **7.0 Suppliers and Outside Services**

### Third Party Suppliers

- 7.1 Where appointed directly by the client contact details for all Third Party Suppliers must be given to Eventurous no later than 15 working days before the Event or Programme Start Date.
- 7.2 Unless otherwise agreed, the Client shall be responsible for paying all Third Party Suppliers appointed directly by them and acknowledges that all Third Party Suppliers are the Client's agents for the purpose of the Contract.
- 7.3 The Client must ensure that their Third Party Suppliers and any persons employed or used by them comply with all relevant legislation (including the requirements of the Performing Rights Society and Phonographic Performance Limited) and abide by these terms and conditions. The client is responsible for forwarding a copy of these terms and conditions to all of its Third Party Suppliers and ensuring their compliance.

### Third Party Suppliers and Indemnity

- 7.4 If Eventurous is instructed to book Third Party Suppliers on behalf of the Client Eventurous acts only as an agent of the Client and no liability shall attach to Eventurous in connection with or arising out of such arrangements with the Third Party Suppliers.
- 7.5 The Client acknowledges that it may be subject to separate terms and conditions imposed by Third Party Suppliers and under no circumstances will Eventurous be liable for any loss or damages related to any breach by the Client of a Third Party Suppliers terms and conditions.
- 7.6 By employing, contracting for or using the services of any Third Party Supplier the Client agrees to indemnify Eventurous against any loss of or damage to property, or death or illness of or injury to any persons and against all direct and indirect claims, demands, proceedings, and damages arising as a result of such employment and/or contracting and/or use, unless resultant from the negligence of Eventurous.

### Third Party Supplier Insurance

- 7.7 The Client must ensure that all Third Party Suppliers engaged by them have, during the term of the Contract, a comprehensive third party liability insurance policy with a minimum cover per claim of £5 million, and employer's liability insurance of at least £5 million.

## **8.0 Limitation of Liability and Indemnity** **THE CLIENTS ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 8.1 Nothing in the Contract shall limit Eventurous Limited's liability for:
- (i) Death or personal injury caused by negligence – or –
  - (ii) Fraud or fraudulent misrepresentation.
- 8.2 Subject to clause 8.1, Eventurous shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (i) Loss of Profits;
  - (ii) Loss of sales or business;
  - (iii) Loss of agreements or contracts;
  - (iv) Loss of anticipated savings;
  - (v) Loss of damage to goodwill – and –
  - (vi) Any indirect consequential losses.
- 8.3 Subject to clause 8.1, Eventurous's total aggregate liability to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the contract shall be limited to the Total Cost of the Event or Programme as detailed in the Contract and received by Eventurous, less any cancellation or other charges due from the Client (if any).
- 8.4 The Client is responsible for any and all damage caused (including, but not limited, to accommodation, function rooms, furnishings and equipment) and resultant from any act, default or neglect of the Client or its employees, Attendees and agents. The Client shall pay to Eventurous the amount required to make good or remedy such damage together with any sum paid by Eventurous in such respects, including compensation, on presentation of an invoice from Eventurous.
- 8.5 The Terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

## **9.0 Insurance**

- 9.1 We recommend taking out Event insurance, but this is not a requirement.
- 9.2 Eventurous maintains Public Liability Insurance cover up to a maximum sum of £5 million and the Client and every Attendee shall limit any claims against Eventurous to this amount. A copy of Eventurous's Public Liability Insurance Policy is available upon request and the Client and all Attendees shall observe its terms and conditions at their own cost and by prior arrangement with Eventurous.

## **10.0 Venue Hire Period**

- 10.1 The venue hire period is stated in the contract.
- 10.2 The Client's Attendees and Third Party Suppliers must be briefed carefully about the agreed timings of the Event or Programme with particular regard to exiting at the end of an Event or Programme. The Client accepts that they will be liable for any charges made by the venue for remaining beyond the contracted finish time.

## **11.0 Venue Capacity**

- 11.1 The number of Attendees attending the Event or Programme must not exceed the maximum capacity as determined by the Venue or Eventurous and detailed in the Contract. If the agreed maximum number of Attendees has already entered the Venue, Eventurous or the Venue reserves the right to delay further entrance to the Venue until a sufficient number of Attendees have left. In such instances Eventurous excludes all liability for delaying or refusing entry to the Event or Programme.

## **12.0 Risk Assessment**

- 12.1 The Client is responsible for ensuring that they and their Third Party Suppliers carry out adequate risk assessments, appropriate to the services being provided, including but not limited to an evaluation of fire risks associated with the Event or Programme at the Venue. Eventurous reserves the right to see a copy of any such risk assessments at any time.

## **13.0 Catering**

- 13.1 All food preparation takes place in kitchens where there is exposure to all prescribed allergies. The Client agrees to advise Attendees, staff, and any others accordingly and to request from them notification of any food-based allergies they may suffer. The Client acknowledges that without such information, Eventurous may not be able to provide food for such Delegates to consume. Eventurous gives no undertaking of any kind to provide allergy-safe food where it has not been given sufficient advance notice (7 days) of the requirement. The Client should also be aware, and further agree to be responsible for so notifying Delegates, staff, Guests, Attendees and any others, that kitchens may not contain 'isolation areas' and, while Eventurous will use all reasonable endeavours to provide food that does not contain any of the allergens that have been identified and notified to us in respect of specific individuals, it cannot give any undertaking of a level of clinical food preparation conditions that would provide an absolute guarantee of total safety from any allergen contamination.
- 13.2 Eventurous will not be liable for any failure to provide or delay in providing facilities, services or food or beverages as a result of events or matters outside of its control.
- 13.3 No alcohol may be consumed without prior agreement at an Event or Programme where Attendees will be taking part in potentially hazardous activities. The use of alcohol or being under the influence of alcohol whilst participating at such an Event or Programme is strictly forbidden. If any Attendee is considered to be under the influence of alcohol or drugs Eventurous reserves the right to cancel their participation without refund.



## **14.0 Accommodation**

- 14.1 The Client is expected to use any accommodation and its contents with care and is responsible for any damage caused. The Client may be required to sign an 'Accidental Damage and Deposit Form' prior to checking in and valid credit card details will need to be provided. The accommodation provider may refuse entry if credit card details are not provided and any credit card details will be held by the accommodation provider for the duration of the stay.
- 14.2 Where Eventurous has arranged overnight accommodation with a Third Party Supplier on the Client's behalf, as part of an Event or Programme, the Client may be subject, in addition to these terms and conditions, to any terms and conditions operated by the Third Party Supplier. In no event shall Eventurous be liable for any losses or damages related to accommodation with Third Party Suppliers or for any breach by the Client of a Third Party Suppliers Terms and Conditions.

## **15.0 Activities**

### **15.1 Disclaimers**

Where activities are included in the Event or Programme, many will require a disclaimer to be signed. A copy of the disclaimer is available in advance of the Event or Programme Start Date on request. Refusal to sign the disclaimer may result in the activity(ies) being cancelled. Eventurous accepts no liability in these circumstances.

All activities offered by Eventurous contain an element of risk. Eventurous shall accept no responsibility for injuries or loss incurred by the Client or their Guests, unless such injuries and loss are incurred as a result of Eventurous's negligence.

By Booking activities with Eventurous the Client understands that the activities contain an element of risk and that the outdoor areas can be uneven, wet and slippery. The Client and Guests take part in any activities at their own risk. Eventurous accept no liability for loss or damage to property in any event.

### **15.2 Participant Requirements and Restrictions**

Specific activity requirements and restrictions are available on request. The Client is responsible for ensuring that Guests fulfill the necessary requirements to partake in any of the activities included in the Event or Programme and ensuring they wish to take part. Any Guest with a back problem, a heart condition, who is pregnant or has any other condition which may be affected by physical exertion or driving on rough terrain is advised not to participate without having consulted their doctor. The Client and Guests take part in any activities at their own risk.

### **15.3 Safety**

Participants are required to abide by the rules and regulations as stated in the safety briefings. Participants who fail to attend the safety briefing will not be allowed to take part in the activities and will not receive a refund.

Safety equipment will be provided for each activity where required. Participants may not use their own protective equipment. Participants must wear sensible footwear including, but not limited to, walking boots, boots or trainers. High heeled footwear, open toe footwear and sandals are not suitable.

The motor sport activities run by Eventurous are non-contact activities and any Participants deliberately contacting another motor vehicle will be permanently withdrawn from the activity without refund. Eventurous reserves the right to withdraw any Participant without refund from any activity where they are not complying with the safety briefing and are putting themselves or others at risk.

## **16.0 Removal of Items**

- 16.1 Anything which has been brought to the Venue by the Client for the purposes of the Event or Programme must be removed at the end of the Event or Programme, unless storage has been agreed with Eventurous in advance writing. The Client is solely responsible for organizing and paying for a courier to collect the items from the Venue unless otherwise agreed.
- 16.2 Eventurous accepts no liability whatsoever for the loss or damage of any property left at the Venue during and after the expiry of the Event or Programme.

## **17.0 Loading, Unloading and Venue Capacity**

- 17.1 Where the Client has booked the Venue it is their responsibility to ensure that there is sufficient space to load and unload, to park vehicles and also to ensure that there is sufficient space to deliver the activities booked.

## **18.0 Guest Departure**

- 18.1 In keeping with licensing law, the Client will ensure, to the best of its ability, that its Attendees and Third Party Suppliers leave quietly to not to disturb local residents.

## **19.0 Guests / VIP's / Security**

- 19.1 Where Eventurous is managing the Event or Programme, the Client must provide sufficient staff to check in Guests and must nominate a responsible person who will assist in dealing with enquiries or emergencies for the duration unless otherwise agreed.
- 19.2 Where Eventurous is managing the Event or Programme, Eventurous must be advised of any VIP's who are expected to attend the Event or Programme. This information is required for security reasons and will be treated in strictest confidence. Where VIP's require increased security, this may affect the cost of the Event or Programme unless otherwise agreed.
- 19.3 Where Eventurous is managing the Event or Programme, a copy of the full Attendee list and the final version of the printed or email invitation must be provided to Eventurous at least one (1) working day before the Event or Programme Start Date. These are required for security reasons and will be treated in strictest confidence. Attendees should be provided with full access information for ease of access.
- 19.4 The Client is responsible for familiarising itself and its Attendees with the venue's fire procedures in advance of the Event or Programme Start Date unless otherwise agreed.

## **20.0 Security and Behaviour**

- 20.1 Eventurous reserves the right to terminate the Event or Programme if it perceives that a security matter, including the behavior of the Attendees or Third Party Suppliers warrants such action. In some circumstances Eventurous may see fit to stop an activity, session or Event or Programme if it is felt that its continuation would cause injury or harm to staff or any other persons or damage to property.
- 20.2 Eventurous reserves the right to exclude any Attendees considered to be medically unfit or under the influence of alcohol or drugs or behaving in an unusual way.
- 20.3 Eventurous cannot accept responsibility for the behavior of Attendees of events or activities which may be running concurrently with the Event or Programme and will not be liable to the Client for any part of the Event or Programme which may have to be cancelled, withdrawn or finished early, as a result of the behaviour of other attendees.
- 20.4 In the instances outlined in clause 20, Eventurous will not be liable for any refund to the Client.

## **21.0 Damage(s)**

- 21.1 The Client shall be wholly responsible for any damage(s) caused by their employees, representatives, contractors, Third Party Suppliers or any other persons attending the Event or Programme.

## **22.0 Intellectual Property**

- 22.1 The Client accepts that all intellectual property rights held by Eventurous including but not limited to logos, trademarks, copyrights, business name and goodwill are the exclusive property of Eventurous.

## **23.0 Signage and Directions**

- 23.1 The Client is responsible for providing additional staff and signage to direct Guests as necessary unless otherwise agreed.

## **24.0 Press and Media**

- 24.1 Eventurous must be advised in advance (5 working days) if press and/or media are invited or attending the Event or Programme. Eventurous may take photographs and videos and use these for publicity purposes unless advised by the Client in writing before the Event or Programme Start Date that it does not wish for them to be used.

## **25.0 Equipment**

- 25.1 Should any equipment provided by Eventurous fail during the Event or Programme, Eventurous will make every effort to affect a repair. However, some breakages may not be repaired on the day, in which case an alternative activity or equipment would be offered where possible.

## **26.0 Force Majeure**

- 26.1 If for any reason beyond its control, including but not limited to inclement weather, strike, labour dispute, accident, act of war, fire, flood or other emergency conditions, Eventurous is unable to perform its obligations under this agreement, Eventurous shall not be liable for any delay in performing, or failure to perform, any of Eventurous's obligations under the Contract. In such circumstances Eventurous may either:

- (i) Arrange alternative services at the requisite time
- (ii) Re-arrange the provision of the services at an alternative time – or –
- (iii) Terminate this agreement without further liability of any nature save that all prepaid amounts will be fully refunded to the Client subject to deduction of any sums which have been incurred by Eventurous at that date.

## **27.0 Compliance with Terms and Conditions**

- 27.1 It is the responsibility of the Client to forward these terms and conditions to all parties involved in the Event or Programme and to ensure compliance with the same.

## **28.0 Miscellaneous**

- 28.1 Eventurous may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any Third Party or Agent.
- 28.2 The Client shall not, without the prior written consent of Eventurous assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
- 28.3 If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of the terms and conditions.
- 28.4 These terms and conditions together with the Contract constitute the entire Agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understanding between them, whether written or orally relating to its subject matter.
- 28.5 Time shall be of the essence in respect of all of the obligations under this Agreement.
- 28.6 Apart from Eventurous, no term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.
- 28.7 In the event of conflict between these terms and conditions and the Contract, the Contract shall prevail.
- 28.8 This Agreement shall be governed by English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.