**TERMS AND CONDITIONS**

These are the standard Terms of Business (**“Terms”**) of Ezra Events of 429-431 High Road, Tottenham, London, N17 6QH (**“Ezra Events”, “we”, “our”**) and all work undertaken by Ezra Events shall be on these Terms unless specifically varied in writing and agreed by the parties to these Terms (**“Parties”**) prior to the event.

**1. EVENT BOOKING**

**1.1** For the purposes of convenience, our services in relation to planning and organising an event (**“Event”**) must be booked by filling out a booking form, which outlines the scope of work to be undertaken by Ezra Events and the corresponding fees to be paid by our client (**“Client”**). The booking form long with these Terms shall form a binding contractual relationship between Ezra Events and our Client (**“you”**/ **“yours”**).

**1.2** All bookings are provisional until:

(i) a signed copy of the booking form along with these Terms have been returned to our offices and we have confirmed in writing (writing shall include e-mails) our availability to undertake the scope of work outlined in the booking form.

(ii) A **non-refundable deposit** for the required services has been paid by the Client.

**1.3** Provisional bookings will only be reserved for 10 working days from the time of booking. For the purposes of this Agreement **‘working days’** shall mean Monday-Friday, unless such a day is a public/bank holiday.

**1.4** Any requests to change the pre-agreed details of the Event must be in writing and approved by Ezra Events.

**1.5** Ezra Events reserves the right to amend and or substitute any product or service within the Agreement with prior notification to the Client and Ezra Events shall not be held liable for any changes or alterations to which the Client had agreed, or which were made due to circumstances out of their control.

**2. PAYMENT TERMS**

**2.1** In order to confirm the booking we will require a deposit of 25% of the total fee payable. This sum is non-refundable under any circumstances. The remainder of the sum shall be paid in instalments as follows:

6 months before event: 25% of total fee payable

3 months before event: 25% of total fee payable

1 month before event: 25% of total fee payable.

**2.2** If an Event is to be planned and organised in under 6 (six) months, a payment plan will be shared with you in writing, on receiving your booking form. This shall however not affect our policies relating to the following:

- a 25% non-refundable deposit must be paid by the Client to confirm the booking

- 100% of our fee must have been paid 1 (one) before the date of the Event.

**2.3** Any additional expenses or fees as a result of any changes made by Client, that have not been quoted in the agreed proposal/booking form but have been subsequently incurred by Ezra Events will be invoiced separately. All such payments must be made within 14 (fourteen) days from the date of the invoice.

**2.4** **Late payments-** In the event that the Client fails to pay an instalment or an invoiced amount by the date on which such payment is due (**“Due Date”**) we reserve the right to charge a late payment fee of 10% on the invoiced amount. Should the Client fail to make any outstanding payments within 30 (thirty) days from the Due Date, we reserve the right to terminate the Agreement, with no liabilities. Notwithstanding the termination of the Agreement, the Client shall continue to remain liable to pay all outstanding amounts and Ezra Events shall be entitled to take legal recourse and/or the assistance of debt collectors to recover all amounts payable by the Client.

**2.5** **Late Bookings** – In the event that a booking is made with less than 20 working days left to the Event date, payment in full will be required to secure the Event.

**3. METHOD OF PAYMENT**

**3.1** We accept payment by way of bank transfer to the bank account supplied separately.

**4. ACCEPTANCE**

**4.1** As much as possible we will show you and discuss with you the final design, decoration ideas, catering options, menu and other elements of the Event (**“Event Elements”**) so that you may be able to provide us with your feedback.

**4.2** The Client must give their feedback and/or approval in writing [writing includes email] within 3 (three) working days from the date on which Ezra Events shares the Event Elements with the Client. Should the Client not provide any feedback within 3 working days the Event Elements shall be deemed accepted by the Client.

**4.3** Once the Event Elements are accepted or are deemed accepted by the Client, Ezra Events will proceed with the execution and shall make any changes only in accordance with these Terms.

**5. CANCELLATION**

**5.1** This clause will apply to the following circumstances where the Client (a) cancels the entire Event (b) cancels partial use of the facilities for the Event or (c) changes the duration of the Event by which the value will be reduced.

**5.2** All cancellation requests must be made in writing and will be deemed to take effect from the date of receipt.

**5.3** In the circumstances where an Event is cancelled, the initial deposit of 25% of the total fee payable is non-refundable under any circumstances.

**5.4** In the event of a cancellation the following cancellation charges will apply and further extend to the total charge which will include any expenses incurred by Ezra Events such as accommodation, room hire, equipment, food and beverage costs.

\*\*Cancellation Charges

If the Event is cancelled prior to the payment of the first instalment of 25% then the only charges payable, apart from the deposit will be a fee of £150 (one-hundred-and-fifty-pound sterling) for every meeting and a further hourly rate of £50 (fifty-pound sterling) for calls, emails and any other work undertaken in relation to the Client’s Event. The initial deposit of 25% will not be returned as it is non-refundable under any circumstances including bereavement or separation.

If the Event is cancelled prior to the second instalment, then the total payment of 50% will be non-refundable.

If the event is cancelled prior to the third instalment, then the total payment of 75% will be non-refundable

If the event is cancelled in less than 30 days prior to the Event 100% of the payment will be non-refundable \*\*

**6. POSTPONEMENTS**

**6.1** Any postponements of confirmed Events will be considered as a cancellation in accordance with the cancellation clause above. The initial payment of 25% of the total fee payable will again be non-refundable, however, any other instalments that have been made will form a credit towards the future event in line with Ezra Events’ availability.

The Client shall, in the event of a postponement be liable for any and all costs or expenses incurred by Ezra Events as a direct result of the postponement.

**7. LIABILITY**

**7.1** Ezra Events, its employees, agents and/or servants shall not be held liable for any damage, loss, delay or expenses caused by the Client or its guests or any other persons attending the Event except insofar as such damage results from the negligence of Ezra Events’ employees, agents and/or servants or as a result of a breach of contract by Ezra Events.

**8. INTELLECTUAL PROPERTY**

**8.1** For the purposes of this Agreement Intellectual Property means patents, Trade Marks, designs and copyright, whether registered or not, trade dress, goodwill, software and any other intellectual creations and all registrations and/or applications for registration relating to it.

**8.2** Except for any Intellectual Property provided by the Client, Ezra Events retains the rights to any ideas, concepts, designs, techniques and/or any other Intellectual Property developed for the purposes of the Event.

**8.3** The Client warrants to protect and indemnify Ezra Events against any claims and/or losses resulting from the use of Intellectual Property provided by the Client.

**8.4** Ezra Events warrants that in providing its designs and Intellectual Property for an Event, it shall not infringe third-party Intellectual Property.

**9. CONFIDENTIAL INFORMATION**

**9.1** The Parties hereby acknowledge that during the Term of this Agreement, the Parties may be given access to each other’s Confidential Information and data relating to each other’s businesses, directors, employees, end clients, vendors, subject matter experts, technical staff, the day-to-day operation/conduct of business, etc. For the purposes of this Agreement the term **“Confidential Information”** shall mean any information relating to a Party that has been designated by the Party to whom the information belongs (**“Owning Party”**) as “confidential”, whether verbally or in writing or which the receiving Party (**“Receiving Party”**) ought to have known is confidential in light of the fact that the information is not in the public domain and that the confidential nature of such information gives the Owning Party a competitive advantage in the market. Confidential Information shall include, without limitation, creative content, announcements not yet in the public domain, projects in the pipeline, contracts, research development, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyright, Trade Marks, trade secrets, customers’ lists, suppliers’ lists, markets, marketing strategies, finances disclosed either directly or indirectly in writing, orally or visually by the Owning Party.

Confidential Information does not include information which:

(i) Is or comes into the public domain without the breach of these Terms by the Receiving Party;

(ii) Was in the possession of the Receiving Party prior to the receipt of such information by it from the Owning Party or information that was not acquired by the Receiving Party from the Owning Party under an obligation of confidentiality or non-use;

(iii) Is acquired by the Receiving Party from a third party not under any obligation of confidentiality or non-use to the Owning Party;

(iv) developed by Ezra Events not as part of the Scope of Work or relating to the Client/Client’s event or for use in any manner by the Client.

* 1. **Obligations of Non-Disclosure and Non-Use**

Unless otherwise agreed to in advance and in writing by the Owning Party, the Receiving Party will not, except as required by law or a court order, use the Confidential Information for any purpose other than for the purposes of this Agreement. In addition, neither Party will disclose

the Confidential Information belonging to the Owning Party to any third party nor use it for the benefit of themselves or of any third party.

Ezra Events may disclose the Client’s Confidential Information to its employees, independent contractors, free-lancers, consultants, partners or co-workers (as applicable) on a *“need to know basis”* only which means that Ezra Events may disclose the Confidential Information only to those of its employees, independent contractors, freelancers, consultants, partners or co-workers who need to know such information for the performance of Services and/or for the conduct of our business.

**10. DATA PROTECTION**

**10.1** At Ezra Events we take data protection very seriously and we will collect personal data from our clients primarily for the purposes of providing our services and/or for purposes and in the manner outlined in our Privacy Policy. Our Privacy Policy is available at [www.ezraevents.com](http://www.ezraevents.com). By engaging us to provide you with our services you agree to have read our Privacy Policy and agree for your personal data to be collected in the manner and for the purposes outlined in the Privacy Policy.

**11. PHOTO RELEASE, RIGHT OF REFERENCE AND ATTRIBUTION**

**11.1** Ezra Events is permitted to use and edit any photos taken before, during and after the event for promotional purposes.

**11.2** Ezra Events would also like to showcase its portfolio of work on social media and other platforms for which it may use images relating to the Client’s event and may refer to the Client as its client.

**11.3** You agree that Ezra Events will be attributed for organising the Event.

**12. FORCE MAJEURE**

**12.1 Force Majeure** means any event or combination of events or circumstances beyond the control of a Party which cannot:

(a) by the exercise of reasonable diligence, or

(b) despite the adoption of reasonable precaution and/or alternative measures be prevented, or caused to be prevented, and which materially and adversely affects a Party's ability to perform its obligations under this Agreement.

A Force Majeure event shall include without limitation acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemic, pandemic, quarantine restriction, lockdown, government sanctions, labour dispute, labour shortage, power shortage, ceasing to be entitled to access the internet for whatever reason, server crashes, deletion, corruption, loss or removal of data, transportation embargo, failure or delay in transportation,

any act or omission (including laws, regulations, disapprovals or failures to approve) of any government or government agency and/or any other analogous event.

**12.2** If Ezra Events is wholly or partially precluded from complying with its obligations under these Terms and Conditions by Force Majeure, then its obligation to perform in accordance with the Agreement and Terms will be suspended for the duration of the Force Majeure.

**12.3** As soon as practicable after an event of Force Majeure arises, Ezra Events will notify its clients. Should the Force Majeure event continue to subsist for more than 30 (thirty) days, the Agreement shall, subject to paragraph 12.4 below stand terminated.

**12.4 Pandemic and Government guidelines-** We have all been impacted by the pandemic and the resulting government guidelines. We would like you to note that should your Event be cancelleddue to changes in government guidelines or any other Force Majeure event, we will not be able to provide a refund. We are however happy to rebook the Event, free of charge for a date selected by you, subject to availability. In such a situation we will also be flexible in using any withheld funds, for other services.

**13. SEVERANCE**

**13.1** If any term or provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed from these Terms. Any modification to, or severance of a provision under these Terms shall not affect the validity and enforceability of the rest of these Terms.

The remainder of the provisions hereof shall continue in full force and effect as if these Terms had been agreed with the invalid, illegal or unenforceable provision eliminated.

**14. GOVERNING LAW AND DISPUTE RESOLUTION**

**14.1** These Terms and Conditions shall be governed by the laws of England and Wales.

**14.2** While we do not anticipate this and will always strive to make our clients happy, in the event of any dispute arising from or as a result of these Terms, the Parties agree to resolve it by amicable settlement. Should all efforts at amicable settlement fail (such efforts not being less than 30 days) the Parties shall refer the dispute to a mutually appointed mediator. Should mediation fail the courts of England and Wales shall have jurisdiction over any disputes arising under the Agreement.

**15. ENTIRE AGREEMENT**

**15.1** These Terms contain the entire agreement between the Parties relating to the subject matter and supersede any previous agreements, arrangements, undertakings or proposals, oral or written.

Ezra Events reserve the right to vary these Terms and we request you to refer to these Terms at regular intervals to ensure that you stay completely updated.

Client Name:

Signature:

Date: