

**1. DEFINITIONS:**

- 1.1 **'Booking(s)'** mean any service booked and agreed between the Client and FLAIR.
- 1.2 **'Conditions'** these standard terms including all attached schedules, proposals and correspondence and any special terms agreed in writing between the Client and FLAIR
- 1.3 **'Contract'** the contract for the provision of the Event.
- 1.4 **'Correspondence'** shall refer to all proposals, letters, emails, telephone conversations and Booking form etcetera in relation to the Event.
- 1.5 **'Client'** refers to the Client described in all Correspondence and schedules.
- 1.6 **'Event'** means all services, drinks, meals and otherwise as described in the Correspondence, schedules and proposals.
- 1.7 **'FLAIR'** shall refer to Flair Event Management Limited trading from 8 Ber Street, Norwich, Norfolk, NR1 3EJ and whose registered office is located at C/O Back Office Solutions Ltd, Drayton Old Lodge, 146 Drayton High Road, Drayton, Norwich, NR8 6AN including its employees sub-contractors or agents.

**2. CONDITIONS APPLICABLE:**

- 2.1 These Conditions shall apply to the Contract to the exclusion of all other Conditions
- 2.2 FLAIR reserves the right to add further special conditions for specific Bookings, as and where considered appropriate, and any such conditions will be notified to the Client in writing prior to confirmation.
- 2.3 Unless otherwise stated in writing by a director of FLAIR, all orders, Bookings and/or Event accepted by FLAIR are subject to the under mentioned Conditions.
- 2.4 Any representations made by any of FLAIR's employees sub-contractors or agents concerning the Event shall not be incorporated into the Contract unless confirmed by a director of FLAIR in writing and in entering into the Contract the Client acknowledges that it does not rely on and waives any claim for breach of such representations which are not so confirmed
- 2.5 Any brochures and photographs are intended as a general guide only and any typographical clerical or other error or

omission in any website sales literature quotation Correspondence order form/estimate fee(s) list acceptance of offer Booking form invoice or other documentation or information that may be issued by FLAIR shall be subject to correction without any liability on the part of FLAIR

- 2.6 Any estimate given by FLAIR may be withdrawn at any time prior to acceptance by the Client and in any event shall lapse after (7) seven days
- 2.7 FLAIR may make any changes to the specification of the Event which are required to conform with any applicable safety or other statutory requirements (where any goods related to the Event are to be supplied or installed to the Client's specification) which do not materially affect their quality or performance

**3. ORDER/ACCEPTANCE**

- 3.1 No binding Contract shall be formed until FLAIR has received confirmation of an order by notice in writing from the Client, and that order is accepted in writing by FLAIR (whether by FLAIR and the Client's signature of any Booking form or otherwise acceptable to FLAIR). Furthermore, FLAIR shall be under no obligation to perform the Contract unless the Client has paid the agreed deposits defined below.
- 3.2 FLAIR reserves the right to accept clear instructions (either oral or in writing) from a Client to proceed with the Event and to enter into commitments on behalf of a Client. The Client shall thereon be liable for all costs and expenses incurred by FLAIR in pursuance of the Client's instructions and shall in all other respects be liable to FLAIR for its fees charges and commissions.
- 3.3 A confirmation means that (at FLAIR's discretion subject to receipt of payment) FLAIR will proceed to arrange the Event and book facilities. It does not mean that the facilities are confirmed to be available and booked. All Confirmations are subject to availability.
- 3.4 Where the Client requires the s to be supplied in accordance with the Client's specific instructions and/or specifications

such instructions shall be supplied to FLAIR at the time of the order

#### **4. FEE(S) AND PAYMENT**

- 4.1 Payment of a deposit in a sum to be agreed by FLAIR at the time of confirmation will accompany all orders accepted by FLAIR. No such deposits are returnable.
- 4.2 The balance of all amounts due for an Event must be paid two weeks prior to the Event taking place, unless otherwise agreed in writing ('Due Date').
- 4.3 All fee(s) are exclusive of VAT at the rate prevailing on the date of FLAIR's invoice.
- 4.4 Any extra expenses incurred over and above the total anticipated cost of the Event are to be paid on receipt of invoice.
- 4.5 If the Client fails to make payment on the Due Date then without prejudice to any other right or remedy available to it FLAIR shall be entitled to:-
  - (a) cancel the Contract and/or suspend the supply of any further Event to the Client (whether under this Contract or any other contract with the Client) until full payment together with interest is received by FLAIR; and/or
  - (b) charge the Client interest (before and after any judgment) on the amount unpaid at the rate of 4 percent per annum above the Lloyds TSB base rate from time to time until payment in full is made (a part of the month being treated as a full month for the purpose of calculating interest); or
  - (c) where the Client is a business, claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 as amended from time to time
- 4.6 All payments due from the Client shall be made without any set-off, deduction or deferment of any nature.
- 4.7 Any queries arising from the invoice must be communicated to FLAIR within 14 days of the invoice date. Failure to notify FLAIR of any query within 14 days will render the full invoice payable on the Due Date.
- 4.8 Except where a fixed fee(s) has been agreed and specified as such in writing, all fee(s) quoted by FLAIR may be amended upon notice to the Client where:-
  - (a) an increase or decrease is caused by a change in circumstances beyond the

reasonable control of FLAIR, including increases or decreases in fee(s) imposed upon FLAIR by its suppliers in connection with an Event;

- (b) an increase in fee(s) reflects any increase in the cost (including but not limited to expenses (third party or otherwise) and/or materials and/or labour) which is a result of any delay caused by any acts or instructions by the Client or his/her omissions generally and/or failure to give FLAIR adequate information or instructions and/or in consequence of any default by the Client
- (c) If FLAIR in its absolute discretion, and in writing waives the Conditions relating to payment for an Event, as set out in this clause, such waiver shall not prejudice the rights of FLAIR to recover from the Client the amount which would otherwise have been payable under these Conditions in the event of a cancellation or amendment of a Booking.

#### **5. EVENT NUMBER OF ATTENDEES**

- 5.1 All Bookings of whatever nature are accepted on the understanding that the number of persons for whom the Event is arranged is regarded as the minimum and no refund or allowance shall be made by FLAIR if fewer persons actually attend the Event.
- 5.2 After confirmation, FLAIR will endeavour to accommodate any reasonable increases, but will be limited to the maximum capacities supplied by the venue or any other suppliers.
- 5.3 If the numbers are varied from the original quotation or Correspondence at the Client's request FLAIR reserves the right to submit a revised quotation for the Event.

#### **6. CANCELLATION**

##### **General Cancellation Terms**

- 6.1 If the Client wishes to cancel the Contract, notice of cancellation from the Client must be made in writing to FLAIR.
- 6.2 Subject always to the provisions of this clause 6, either party shall be entitled to cancel the Contract without liability at any time prior to 12 weeks before the date of the Event in which case the Client shall be entitled to a full refund of any deposit (if already paid) less any expenses (third party

or otherwise) already incurred by FLAIR and should these expenses exceed the deposit sum, FLAIR shall be entitled to invoice the Client for the balance outstanding with payment of such invoice due on presentation. If the Event is cancelled at any time after 12 weeks before the date of the Event, then (subject to clause 6.5 below in relation to consumer Clients only) the deposit shall be retained by FLAIR and, if not already paid, will remain due and payable.

6.3 If the Client intends to use the Event(s) booked as a competition prize, this must be disclosed to FLAIR on Booking who may have to seek permission from some or all of FLAIR's suppliers. Should permission be refused FLAIR reserves the right to cancel the Booking in which case the Client shall be entitled to a full refund of any deposit (if already paid) less any expenses (third party or otherwise) already incurred by FLAIR and should these expenses exceed the deposit sum, FLAIR shall be entitled to invoice the Client for the balance outstanding with payment of such invoice due on presentation.

**Consumer Client Cancellation (clauses 6.4 to 6.8 inclusive)**

6.4 Except as otherwise agreed in writing, where the Client is a consumer, such consumer Client may cancel the Contract by giving notice to FLAIR subject to payment of any claim liability damages costs and/or expenses (third party or otherwise) already brought against, due from or incurred by FLAIR and cancellation charges representing a reasonable estimate of FLAIR's losses (including but not limited to loss of profits and/or loss of opportunity) calculated as follows:

<b>Period Prior to Event</b>	<b>Cancellation Charge</b>
More than 12 weeks	NIL
12-6 weeks	50%
Less than 6 weeks	100%

6.5 FLAIR shall reimburse the fee(s) or part thereof less any expenses costs or losses incurred in circumstances where FLAIR is able to mitigate its losses by replacing the Booking with an alternative function. Otherwise any part of the fee(s) (including

but not limited to any deposit paid which forms part of the fee(s)) shall be retained and, if not already paid, will remain due and payable.

6.6 Without prejudice to any other right or remedy available to FLAIR it shall be entitled to bring the Contract to an end or suspend performance under the Contract without any liability on its part to the consumer Client in the event that:

- (a) the consumer Client makes any voluntary arrangement with his/her creditors or becomes subject to an administration order or (being an individual or a firm) becomes bankrupt or go into liquidation; or
- (b) an encumbrancer takes possession or a receiver is appointed of any of the consumer Client's property or assets; or
- (c) the consumer Client is in non-remediable (as reasonably deemed by FLAIR) breach of any term or terms of these Conditions or FLAIR anticipates any such breach(es)

**6.7 Notice Of The Right To Cancel - Which May Be Given To FLAIR By the Client**

- (a) The consumer Client shall be entitled to end the Contract for the provision of the Services within seven (7) calendar days of the date of receiving the 'Notice of the Right to Cancel' (the "**Cancellation Period**") set out in full overleaf and forming part of these Conditions if the consumer Client gives written notice of cancellation to FLAIR preferably by completing and sending to FLAIR the consumer 'Client Contract Cancellation Notice' attached within this Cancellation Period. Full details of how to cancel are set out overleaf.
- (b) FLAIR may choose not to supply the services related to the Event to the consumer Client within the Cancellation Period. The consumer Client acknowledges that he/she will be required to pay for services related to the Event supplied if FLAIR have begun to perform the Contract with your prior written agreement before the end of the Cancellation Period.

6.8 If FLAIR cancels the Contract with a consumer Client otherwise than provided in

this Contract it must pay the consumer Client any foreseeable losses or costs he/her suffered because of the cancellation

**Business Client Cancellation (clauses 6.9 to 6.10 inclusive)**

6.9 Except as otherwise agreed in writing, where the Client is a business, such business Client shall not be entitled to cancel the Contract without FLAIR's prior written consent which will be withheld unless the business Client fully and effectively indemnifies FLAIR against and pays FLAIR all and any claim liability damages fee(s) (including any deposit) costs and/or expenses (third party or otherwise) already brought against, due from or otherwise directly or indirectly incurred or suffered by FLAIR because of the cancellation including payment of the fee(s) agreed for the Event and/or including but not limited to loss of profits and/or loss of opportunity.

6.10 Without prejudice to any other right or remedy available to FLAIR it shall be entitled to bring the Contract to an end or suspend performance under the Contract without any liability on its part to the business Client in the event that:

- (a) the business Client makes any voluntary arrangement with its creditors or a notice of intention to appoint an administrator is given by the business Client or its directors or by a qualifying charge holder (as defined in paragraph 14 of Schedule B1 to the insolvency Act 1986) or (being an individual or a firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction);
- (b) an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Business Client;
- (c) if the business Client ceases or threatens to cease to carry on business;
- (d) FLAIR reasonably believes that the business Client's actions may cause financial loss or legal liability for the business Client and/or FLAIR;
- (e) FLAIR reasonably suspects that the business Client has howsoever engaged in any fraudulent or equivalent or related

activity in relation to the Events and/or FLAIR;

- (f) if the business Client breaches any one or more of these Conditions
- (g) FLAIR reasonably apprehends that any of these events mentioned above is about to occur in relation to the business Client and notifies the business Client accordingly

**7.0 AMENDMENTS**

7.1 If the Client wishes to change a confirmed order, FLAIR must receive from the Client a written statement to this effect, and the request will be effective from the date of receipt by FLAIR.

7.2 It is not guaranteed that any requests for amendment will be satisfied, however, all efforts will be made to accommodate the requirements in the written statement, subject to availability and payment by the Client of an amendment fee. Such fee will only be applicable should FLAIR incur any costs as a result of the amendment.

**8.0 WARRANTIES AND LIABILITY**

**General**

8.0 FLAIR warrants that the services supplied by it will be provided with reasonable skill and care. FLAIR's liability under this warranty shall be limited as specified in these Conditions.

8.1 Except as expressly provided in these Conditions, the entire liability of FLAIR under or in connection with the Contract shall not exceed the fee(s) paid under the Contract in the case of loss or damage not covered by FLAIR Insurance, or where the loss or damage is covered by The FLAIR insurance, shall not exceed £50,000.

8.2 FLAIR shall maintain a Combined Liability Insurance Policy covering the Event

**Consumer Client**

8.3 FLAIR shall be under no liability under any warranty condition or guarantee (express or implied) relating to the Event supplied if any defects or performance issues arise from the consumer Client's or its employees sub-contractors (or any other third party working for or under the direction of the consumer Client) misuse or treatment of the Event without FLAIR's prior approval or the faulty workmanship or performance of any aspect of the Event by the consumer Client

- 8.4 FLAIR shall be under no liability in respect of any defects arising from fair wear and tear the consumer Client's negligence wilful damage abnormal working conditions failure to follow FLAIR's instructions (whether oral or in writing) misuse or alteration or change of the Event without FLAIR's prior approval.
- 8.5 No warranty given by FLAIR extends to any part of the Event not performed by FLAIR in respect of which the consumer Client shall only be entitled to benefit of any such warranty or guarantee as is given by the third party to FLAIR
- 8.6 FLAIR shall not be liable for any defects performance issues injury loss or damage resulting from the consumer Client's negligence or arising from lack of proper maintenance and improper use accidents unauthorised alterations or faulty workmanship on the part of others (excepting FLAIR's employees sub-contractors or agents) except that nothing in these Conditions is intended to nor shall it limit any liability on FLAIR's part in respect of death or personal injury caused by FLAIR's negligence for which FLAIR maintains insurance of up to £5million per claim or series of related claims.
- 8.7 FLAIR's liability (except as provided above) for any delay in performing or any failure to perform any of its obligations in relation to the Event shall be limited to the excess (if any) of the cost to the consumer Client in the cheapest available market for a similar Event over the fee(s) to replace the Event not supplied
- 8.8 If either the consumer Client or FLAIR are in breach of the arrangements under this Contract neither of us will be responsible for any losses that the other suffers except those losses which are a foreseeable consequence of the breach
- 8.9 FLAIR shall not be responsible for any defects and/or performance issues as they relate to the Event unless notified to it within a period of two (2) working days from the date of the Event. If the consumer Client shall fail to give such notice then the Event shall be deemed to be in all respects in accordance with the Contract. If the consumer Client gives such notice, the

consumer Client shall be responsible for FLAIR's reasonable charges in connection with any inspection carried out, or meeting attended, by FLAIR at the consumer Client's request following the report of any alleged defect or performance issue by him/her except in circumstances where FLAIR are liable under any warranty or guarantee given by it. If on inspection FLAIR reasonably agrees that the Event was/is defective then FLAIR's sole obligation arising under the warranty at clauses 8.1 above shall be to re-supply the Event (or the effected part(s)) as soon as possible and at a time convenient to the consumer Client or at FLAIR's absolute discretion refund to the consumer Client the fee(s) of the Event or the proportionate part of the defective element of the Event in question.

- 8.10 Where the consumer Client is dealing as a consumer his/her statutory legal rights are not affected by these Conditions

#### **Business Client**

- 8.11 FLAIR, or its employees, will not under any circumstances be liable to the business Client in contract, tort (including negligence) or otherwise for loss of revenues or opportunities, goodwill, reputation or any type of special, indirect or consequential loss (even if such loss was reasonably foreseeable or FLAIR had been advised of the possibility of the business Client incurring the same.)
- 8.12 Any loss or damage to equipment or property connected in any way to the Event will be the responsibility of the business Client and all replacement and repair costs will be charged in full to the Client.
- 8.13 FLAIR's liability (except as provided above) for any delay in performing or any failure to perform any of its obligations in relation to the Event shall be limited to the excess (if any) of the cost to the business Client in the cheapest available market for a similar Event over the fee(s) to replace the Event not supplied
- 8.13 FLAIR does not accept any responsibility for the loss or damage of personal property belonging to any business Client or their guests. Neither FLAIR nor its employees shall be liable for any death, injury, damage,

loss, illness, delay or expense caused to the business Client, its employees, licensees or invitees or any other person or any other persons attending the booked Event except insofar as such death, injury, loss, illness, delay or expense results from the proven negligence or deliberate action or omission of FLAIR. FLAIR's liability shall in all cases be limited to the sums paid by the business Client and excludes all indirect or consequential loss of whatever nature. Nothing in this clause shall affect FLAIR's liability for death or personal injury caused by its negligence, for which FLAIR maintains insurance of up to £5million per claim or series of related claims.

- 8.14 The business Client agrees to indemnify FLAIR against any injury, damage, loss, illness, delay or expense caused to the venue, its employees, licensees or invitees or any other person or persons attending the booked Event except insofar as such injury, loss, illness, delay or expense results from the proven negligence or deliberate action or omission of FLAIR.
- 8.15 The business Client warrants that adequate insurance cover is held to cover such risks.
- 8.16 FLAIR relies totally on its suppliers for correct information and whilst all details are given in good faith, FLAIR cannot accept responsibility for any inaccuracies on behalf of the supplier.
- 8.17 Sub-contractors may be engaged on behalf of the Client. The liability of FLAIR in their failure to perform is limited to the value of the sub-contractor's services.
- 8.18 The warranty given at clause 8.1 above is given in lieu of and shall be deemed to exclude all other warranties and conditions whether express or implied whether arising by common law, statute or otherwise.

## 9. THIRD PARTIES

- 9.1 Should for any reason an Event be wholly or partly cancelled or postponed owing to circumstances beyond the control of FLAIR, FLAIR shall not be liable to refund any part of the fees paid by the client, save refunds that will be made where FLAIR are able to secure a refund on the Bookings that they

themselves have made in connection with a particular Event and should such a refund be made then FLAIR will account to the Client having made a deduction of 15% for administration charges.

- 9.2 Whilst FLAIR do not exercise direct control over the running of hotels, venues, caterers, entertainers and other services, FLAIR will always endeavour to protect the interest of its Clients by vigilant selection of third parties contracted to supply within its packages. However FLAIR cannot be liable for any loss, damage or disappointment due to unforeseeable or unavoidable circumstances beyond the control of FLAIR.

## 10. INSURANCE

- 10.1 For any Event, Damage, Personal Accident or Cancellation Insurance is not included, unless specified.
- 10.2 It is advised that the Client takes out an insurance policy of it's own to cover personal accidents, cancellation and other possible effects, should this not be included in any proposal from FLAIR.
- 10.3 Assistance in arranging other insurance in connection with any booked Event is offered by FLAIR to the Client.

## 11. DATA PROTECTION:

Where the Client places an order FLAIR may use the Client's personal details for reasons preparatory to and the reason of supplying Services ("**Purpose**"). FLAIR may retain the Client's details on its Client database and share those details with employees, agents or contractors for the Purpose. If the Client volunteers his/her e-mail address to FLAIR then he/she is deemed to consent to receiving e-mails from FLAIR for the Purpose. Otherwise, FLAIR will not use the Client's details for other purposes without obtaining his/her consent as required by law

## 12. FORCE MAJEURE

- 12.1 FLAIR shall bear no liability for loss damage delay cancellation or failure of performance however arising caused in circumstances outside of its control including (but not limited to) Acts of God, civil commotion, strike, work to rule or go slow, lock-outs,

- hostilities, acts of terror, fire, flood, exceptional adverse weather conditions, drought or inability to procure materials, venues or services except at increased fee(s) due to any of the foregoing clauses (and in these circumstances FLAIR may suspend or cancel the whole or any part of the Event). FLAIR will endeavour to notify the Client as quickly as reasonably possible if a Force Majeure event occurs.
- 12.2 Where FLAIR so notifies the Client if a Force Majeure event occurs, either party shall be entitled to cancel the Contract and the Client shall be entitled to a full refund of any deposit (if already paid) less any expenses (third party or otherwise) already incurred by FLAIR and should these expenses exceed the deposit sum, FLAIR shall be entitled to invoice the Client for the balance outstanding with payment of such invoice due on presentation.
- 13. GENERAL**
- 13.1 FLAIR shall not be liable for any change in the Music and Dance Licence or the Alcohol and Beverage License issued to venues contracted by FLAIR and unless FLAIR otherwise agrees in writing FLAIR shall not be liable for obtaining any such or other licence(s) and/or for ensuring any noise levels or limited are adhered to.
- 13.2 Except as otherwise set out in these Conditions, the liability of FLAIR in respect of all claims arising under any contract shall be limited to the amount of the fee(s) or charges payable to FLAIR under such Contract.
- 13.3 If property belonging to FLAIR (or any supplier to FLAIR) is wilfully or negligently lost, damaged or stolen at an Event, the replacement cost is payable by the Client within 7 days from the date of the Event.
- 13.4 Accidental damage, loss or injury at an Event not caused through any fault of FLAIR should be covered by the Client's own insurance and no claim can be accepted by FLAIR
- 13.5 FLAIR shall not be responsible for possessions brought to the Event by the Client or its guests.
- 13.6 FLAIR may perform any of its obligations or exercise any of its rights hereunder itself or through any of its employees or agents or sub-contractors
- 13.7 The capitalised headings in these Conditions are for convenience only and shall not affect their interpretation
- 13.8 No failure of FLAIR to exercise any power given to it or to insist upon the strict compliance by the Client with any obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute any waiver of any of FLAIR's rights under this Agreement
- 13.9 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part that wholly or partially invalid or unenforceable provision shall be deemed severed from these Conditions but the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby and shall continue in full force and effect
- 13.10 The Client shall not assign dispose sub-contract or otherwise transfer any rights (including without limitation benefits) or obligations that it may have under the Contract to any third party without FLAIR's prior written consent. FLAIR may assign dispose of sub-contract or otherwise transfer any rights that it may have under the Contract
- 13.11 Except as otherwise provided nothing in this Contract shall confer on any third party any benefit or the right to enforce any term of this Contract.
- 13.12 Any notice given under these Conditions must be given in writing and delivered or sent by post or facsimile transmission to the residence or principal place of business of the party to whom it is addressed
- 13.13 The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England and subject to the exclusive jurisdiction of the English courts