

Conference and Event Agreement Terms and Conditions

Agreement between The Events Group Limited ("**the Company**") and any party entering into any arrangement for the Company to supply services ("**The Client**")

The Company and the Client agree as follows:

1. The Events Group Booking Procedure:

The Events Group will provisionally hold the date requested for the engagement of their services and also those of any additional suppliers and venues as proposed in writing to the client. This provisional booking will be held pending payment of a deposit at which time the reservation request will be deemed confirmed.

2. Deposit Requirements and Cancellation Fees:

Standard terms of business are 60% deposit to confirm and the balance 5 days prior to the event. If the event is booked less than two weeks out the whole amount is due to confirm. Should the client cancel the event booking cancellation fees apply:

- 100% of the deposit is non-refundable;
- within 31 days of the actual event the whole deposit will be forfeited.
- Should the client cancel within 10 days of the event, the full cost of the event will be due.

Where an event is booked with a long lead time and goods and services need to be sourced well in advance additional cancellation fees may apply. The Events Group reserves the right to pass on any additional costs over and above the cancellation fees specified above.

The Company will not be liable for any default or delay due to any force majeure or cause beyond the Company's reasonable control, and any timeframes applying to the Company's obligations will be extended as reasonably necessary. "Force majeure" means any act of God, fire, earthquake, storm, flood, or landslide, strike, lockout, work stoppage or other labour hindrance, explosion or public mains electrical supply failure, sabotage, riot, civil disturbance, insurrection, epidemic, national emergency (whether in fact or law) or act of war (whether declared or not), requirement or restriction of, or failure to act by, any government semi-governmental or judicial entity, any unavoidable accident or any other similar cause beyond the Company's reasonable control. If the event is to be rescheduled to another date, the deposit, less any costs incurred to date, will be applied to a new date within a 12-month period. If there is a postponement, the Company may charge for any additional costs which are incurred as a result of the postponement (including without limitation, additional costs incurred to rework the event plan for a new date or style of event).

Any incidental costs authorized by the Client and incurred on or after the day of the event will be invoiced to the Client following the event for payment within 7 days of receipt of invoice. This includes additional beverages over the allowance authorized by the client on the night.

All payments are to be in New Zealand dollars and payable by bank transfer. Amex & Visa also accepted with Card fees payable by the client.

3. Late payment of invoices:

Failure by the Client to pay the Company in full and on time when such payment is due will result in a late payment fee (equal to 10% of the total balance due) being added to the outstanding balance. This will be payable by the Client to the Company, for every 10 working days the payment is late.

This surcharge, together with all other charges and legal fees incurred will be the responsibility of the Client and will be legally enforceable. The Company will also be entitled to recover all costs it incurs in enforcement or attempted enforcement of these terms and conditions including its legal costs on a solicitor/client basis. The Company also reserves the right to withhold services prior to the event if any payment is overdue.

4. Confirmation of Number of Attendees:

Estimated numbers of attendees are to be advised to the Company when making the booking request. Final numbers of attendees are to be advised to the Company in writing no later than 15 business days prior to the function/event. This number or a higher number if the actual number of attendees increases, will be charged to the Client. At this time the client must also supply any special dietary requirements.

5. Conduct:

The Client shall ensure the good conduct of all conference/event attendees and ensure that attendees comply with all laws and regulations and venue rules. The Client shall ensure that attendees shall not cause a disturbance or nuisance to other attendees, visitors, staff and/or neighbours.

6. Authority:

- (a) The Client will ensure that a representative of the Client, charged with the proper authority, shall be in attendance for the duration of the conference/event to authorise any late amendments to the confirmed arrangements. This person shall be identified to the The Events Group Ltd on-site manager prior to the function/event.
- (b) Each party (and each representative who signs on behalf of a party) represents and warrants to the other that it has the authority to enter into this Agreement.

7. Damage to Venue and/or Property:

The cost of repairs for any damage caused or materials removed from the event by the Client and/or conference/event attendees shall be paid by the Client within seven days from the date of receiving the Company's invoice for such damage.

8. Liability Limitations and Indemnity:

The Client acknowledges and agrees that:

- (a) The Client and its attendees and invitees use the venue and property and attend the conference/event entirely at their own risk. The Client indemnifies the Company against all costs, charges and expenses which may be incurred by the Company due to any person suffering injury while at the conference/event or due

to loss of property relating directly or indirectly to the conference/event and use of the venue and property.

- (b) To the maximum extent permitted by law, the Company excludes all warranties implied by law.
- (c) Neither party will under any circumstances be liable for special or consequential damages, including without limitation, loss of profits. Revenue, business opportunities or savings.
- (d) The Company's maximum potential liability to the Client will, in relation to any event, and at all times, and in all circumstances, to the maximum extent permitted by law, be limited to the amount of fees payable and accruing to the Company in relation to that event (without including any amounts payable to third party suppliers for the event).

9. **Jurisdiction**

This Agreement is governed by the laws of New Zealand.

10. **Consumer Guarantees Act 1993**

Where the services provided by this Agreement are for business purposes, the Act shall have no application.

11. **Dispute Resolution**

Neither party shall disparage the reputation of the other party and the parties agree to use all reasonable endeavours to discuss and resolve in good faith any disputes or differences which may arise between them, and that if such disputes or differences cannot be resolved by the parties themselves within a reasonable period, the parties will then seek to resolve any differences through mediation. Any party who claims that a dispute has arisen must give written notice to the other party specifying the nature of the dispute. On receipt of such notice, the parties must:

- (a) Co-operate and use reasonable endeavours to resolve the dispute quickly; and
- (b) If the dispute is not resolved within 7 days of receiving the notice (or any further period as the parties may agree in writing), refer the dispute to mediation ("mediation").

The mediation shall be conducted in accordance with the LEADR New Zealand Incorporated Standard Mediation Agreement. The mediation shall be conducted by a mediator and at a fee agreed by the parties, failing agreement between the parties, the mediator shall be selected, and the mediator's fee shall be decided, by the Chair for the time being of LEADR New Zealand Incorporated. Nothing in these terms and conditions shall however prevent any party from seeking urgent injunctive relief through the courts.

12. **Counter-parts**

This agreement may be executed in any number of counter-parts (including facsimile copies) and provided each of the parties have executed a counter-part the counter-parts shall constitute a binding and enforceable agreement between the parties.

13. **Suspension or Cancellation by Company**

- (a) The Company may, by written or verbal notice to the Client, suspend the supply of services to or for the Client if:
 - a. Directed or required by law;
 - b. The Client is in breach of any material obligation to the Company, including without limitation any payment obligation, and for cancellation, if the Client has not remedied that default within the period the Company has given for remedy when providing notice of the relevant default;
 - c. The Client or any guarantors of the Client's obligations are insolvent, or having an administrator, receiver, liquidator, or manager appointed in respect of the Client's assets or undertakings.
- (b) If the event is postponed or cancelled by the Company:
 - a. Without any default by the Client, and other than as a result of an event of "force majeure" or other circumstances beyond the Company's reasonable control, the Company shall refund all amounts paid to date by the Client.
 - b. As a result of any default by the Client, the Company will be entitled to treat the event as cancelled by the Client, and without limiting any other potential rights or remedies of the Company, applicable cancellation fees will be payable by the Client, based on the timing and circumstances of that deemed cancellation. The Company will also be entitled to recover any reasonable costs that it has incurred with third parties relating to the event which the Company is unable to recover or avoid, or which it incurs as a result of the early termination.
 - c. The Company will not be liable to the Client for any loss or damage suffered as a result of the Company exercising its rights to suspend or cancel the provision of services..

14. **Inadequacy or failure of third party services or equipment:**

The Client acknowledges and accepts that the Company does not have the ability to control certain factors that may influence the event (including, without limitation, the availability or adequacy of any telecommunications services, power/water supply, performance of any equipment/systems provided by other parties). The Client agrees that the Company cannot accept any liability for failure of supplies beyond its reasonable control.

15. **Venues:**

If planned and applicable, the Client agrees to let the Company contract and secure the venue at which the Client's event is scheduled in accordance with the Client's program agenda. The Company makes no warranty regarding the suitability and condition of the venue and the Company expressly disclaims any such warranty, express or implied, including without limitation any applicable implied warranty of merchantability or fitness for a particular purpose. In the unlikely event a contracted supplier or venue provider cannot perform the contracted services, the Company will immediately notify the Client and make reasonable efforts to reschedule an alternative activity or event with the Client's approval.

16. **Consumption of Alcoholic Beverages:**

The Client acknowledges that alcohol can only be supplied or consumed as part of any event in accordance with the terms of an applicable liquor license, and the Client agrees not to do anything that would breach that liquor licence or involve consumption of alcohol outside of the terms of that liquor licence. The Client agrees that only the Company and the operator of the venue for the event will be able to supply or serve any alcoholic beverages, and that if any alcohol is to be made available, only persons aged 18 or older will consume it. The Client agrees that none of their guests are to bring alcoholic beverages to the venue and acknowledges that the holder of the

relevant liquor licence reserves the right to confiscate any and all alcoholic beverages brought to the venue and in addition can refuse service to anyone at their discretion.

17. Special Dietary Requirements:

The Client acknowledges that if there is any need to accommodate specific dietary requirements, it is the Client's responsibility to notify the Company of such requirements at least 28 days prior to the event, so the Company can make efforts to accommodate those requirements (potentially at additional cost).

The Client also acknowledges that even if any such special dietary requirements have been notified, there are limits to what the Company can control, and the Company cannot guarantee the venue or caterers will completely accommodate those requirements (and while the Company will take all reasonable efforts to ensure the requirements are known and accommodated, the Company will not be liable or responsible for any failure by third parties).