

Conference and Event Agreement Terms and Conditions

Agreement between *The Events Group Limited* ("the Company")

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:

- 75% 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.

If the event cannot proceed due to government directive caused by a state of emergency, the deposit, less any costs incurred, will be applied to a new date with in a 12-month period. Costs incurred may include reworking 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' within the terms specified 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 reserves the right to withhold services prior to the event if payment is not made.

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

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.

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. Indemnity

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.

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

In the event of unresolved disputes both parties agree to a process of professional mediation before either party shall be entitled to withdraw from the Agreement. In the event that a satisfactory result cannot be achieved, the mediator shall resolve the withdrawal and termination process of the Agreement, taking into account work in progress.

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.

12. Cancellation by Company

If the event is postponed or cancelled by the Company, the Company shall refund all amounts paid to date by the Client.

13. Data Availability

Where the event in question relies on 3G or wireless data the Company takes all reasonable steps to ensure there is sufficient coverage but cannot be held responsible in the event of ISP outages.