

Planning Futures – Sponsorship of Events

Terms and Conditions of Business

1. Definitions

'the Client' - the person or organisation receiving the benefit of the services outlined within the Proposal.

'the Company' - Planning Futures Ltd (Registered number 9648251) including where applicable its employees, agents and representatives;

'the Terms and Conditions' - the provisions set out herein and which will be incorporated within the Proposal between the Client and the Company;

'the Event' - the fixture being organised by the Company as set out in the Proposal;

'the Fees' - the total monies due from the Client to the Company as set out within the Proposal (paid in accordance with the provisions set out herein);

'the Proposal' – The proposal from the Company to the Client (including any variations as agreed in writing between the Company and the Client) setting out details of the Event and services offered (including the Fees);

'Third Party' - includes any speakers, venue and caterers or any persons contracted directly by the Company;

2. The Fees

2.1 The amount of fees payable for the Event will be the sum(s) as set out in the Proposal and will be paid in accordance with the provisions of these Terms and Conditions.

2.2 Unless otherwise agreed 50% of the total fees will be payable on acceptance of the Proposal and be deemed as acceptance by the Client of the Proposal in its entirety ("the First Instalment").

2.3 The remaining 50% of the total fees will be payable on conclusion of the Event ("the Final Instalment").

2.4 Payment for any additional services requested by the Client, and not included within the Proposal, shall be payable within 14 days of demand.

2.5 Except in circumstances as set out within these Terms and Conditions, the Fees are non-refundable.

2.6 The Fees (and any other charges payable) will, where appropriate, be payable together with the applicable VAT charge at the relevant time.

3. Cancellation by the Client

3.1 The Client may cancel the Event not later than 6 weeks before the date of the Event as set out in the Proposal.

3.2 In the event of cancellation as set out in Clause 3.1, sums incurred for additional services, (including any cancellation penalties by Third Parties), will become immediately payable. In these circumstances the First Instalment will remain non-refundable, but the Final Instalment will not become payable.

3.3 Termination within 6 weeks of the date of the Event as set out in the Proposal, will result in the remainder Final Instalment becoming immediately payable, together with any such sums incurred for additional Services (including any cancellation penalties by Third Parties).

3.4 The Company reserves the right to proceed with the Event without the Client (and to seek other client(s) in place of the Client) should the Client cancel the Event at any time.

4. Cancellation by The Company

4.1 The Company reserves the right to cancel, reschedule or alter the Event if the Company decides in its discretion (acting reasonably) that it will be necessary. Such circumstances will include:

4.1.1 The Client fails to pay any sums due to the Company under the Proposal and these Terms and Conditions.

4.1.2 Venue or other Third Party cancellations (either in their entirety or in part);

4.1.3 Any occurrence which, in the reasonable opinion of the Company could substantially affect attendance at the Event;

4.1.4 Any occurrence which may affect the health and wellbeing of our staff, Members and guests;

4.1.5 The Client commits any breach of the provisions of the Proposal and/or these Terms and Conditions and, where the breach is capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

4.1.6 A receiver is appointed over any of the property or assets of the Client, the Client becomes insolvent or makes any arrangement with its creditors, or becomes subject to an administration order;

4.1.7 If the Client goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on the Client under the Terms and Conditions);

4.1.8 The Client ceases, or threatens to cease, to carry on business.

4.2 Should cancellation take place in accordance with Clause 4.1 herein the Company will have no liability to make any payments to the client or refund any part of the Fees.

5. Limitation of Liability

5.1 The Company agrees to exercise all reasonable skill and care in the provision of the Event in accordance with the terms of the Proposal (excluding those provided by any Third Party).

5.2 The Company does not exclude or limit liability where it is unlawful to do so (including for death or personal injury resulting from negligence or for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation);

5.3 Subject to clause 5.2 herein, the Company shall, in no circumstances whatsoever, be liable for:

5.3.1 Any implied conditions, warranties, representations or other terms that could apply to these Terms and Conditions or otherwise;

5.3.2 Any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise (even if foreseeable) arising under or in connection with these Terms and Conditions;

5.3.3 any loss or damage of any nature caused or arising out of or in connection with attendance at the Event (whether to the Client or the property of the Client).

5.3.4 any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Client of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.

5.3.5 Any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Client caused by the negligent acts, breach of contract, failure to perform substantially or at all of a 'Third Party'.

5.4 The Client agrees that it will be liable in respect of any loss or damage caused by the Client or its employees, agents, representatives and guests etc, to any facilities hired by the Company (of whatsoever nature) for the Event.

6 Governing Law

6.1 If any provision of these Terms and Conditions is held invalid or unenforceable, that provision will be enforced to the maximum extent permitted by law and the remaining provisions will continue in full force.

6.2 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and shall be subject to the jurisdiction of the English Courts.

END