



cjs event solutions

## General Terms and Conditions

**Address:** SATRA Innovation Park, Rockingham Road, Kettering, NN16 9JH  
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**Website:** [www.cjses.co.uk](http://www.cjses.co.uk)

**Registered address:** Clive House, 12-18 Queens Road, Weybridge, Surrey, KT13 9X  
**Registered No:** 5188640

**CJS Event Solutions Limited organises bespoke events and undertakes related activities on behalf of both public and private sector clients, providing everything needed to ensure a successful outcome for their event. Whether our complete event management service is required, or for us to provide a specific element of your event, CJS Event Solutions Limited will deliver a seamless, professional service every time.**

**Detailed below are the general operating terms and conditions of CJS Event Solutions Limited (CJS). Any variations will be confirmed in writing when preparing specific proposals for clients.**

### QUOTATIONS

Any fees quoted by CJS are provided according to the project specification as relayed by the client, the agreed timescale and any assumption details in the proposal. If the timescale, project objectives or requirements or the assumption on which the quote is based change in any way, CJS reserve the right to review the agreed fee and charge for any additional work that has resulted from the changes.

CJS reserve the right to adjust the fees in the event of the initial proposal being altered after commencement of the project. Any quotations made by CJS will remain valid for 30 days from the date of issue.

The waiver or non-enforcement by CJS of any breach or non-observation of these conditions shall not prevent the subsequent enforcement of the conditions in full and will not be deemed a waiver of any subsequent breach.

These conditions will not be varied, waived or modified except in writing under the hand of a Director of CJS. CJS reserves the right to vary these conditions from time to time subject to giving prior written notice to the client.

These terms comprise the entire understanding between CJS and the client and all other terms & conditions whether expressed or implied by statute or otherwise are excluded to the fullest extent permitted by law. CJS will not be liable to the client for any loss arising from or in connection with any representations, agreements, statements or undertakings other than those representation agreements, statements and undertakings confirmed by a duly authorised representative of CJS in writing or expressly incorporated in the proposal.

Any notice required to be given under the conditions will be served if sent by prepaid first class letter to the last known address of the client and shall be deemed received 72 hours after posting.

### BUDGET

Where appropriate a budget sheet will be prepared and updated by CJS and provided to the client on a regular basis. This sheet will outline all venue costs, third party costs i.e. printing and design, website and the final balance estimated against the income into the project.

At all times the client will be kept aware of the status of the budget and the ethos of the Company is to ensure projections include as many potential costs as possible although CJS cannot accept responsibility for delays or additional costs to services caused by any acts of *force majeure* including weather, transport difficulties, industrial action or any other circumstances beyond its control which may be incurred in supplement to the budget and indeed any price increases that occur during the contract period due to market forces. (i.e. menu / wine prices as venues reserve the right to change prices should market forces affect the cost of produce).

Except where expressly stated elsewhere, all general operating expenses will be covered by against a fixed fee of £250.00 (i.e. telephone, fax, email)

Additional expenses will charged to the budget against receipt.

- travel expenses – standard class rail / air travel, taxi fare (where applicable), mileage
- accommodation/overnight subsistence – to an agreed maximum limit

## **VENUE / TRAVEL**

All venue contracts will be signed between the venue and the client directly not by CJS. Any exception on this is to be agreed by CJS separately in the written proposal. The liability for the cancellation policies of the venue will be highlighted by CJS but remain the responsibility of the client. Where CJS are collecting income on the clients behalf, venue deposits may be arranged directly from CJS.

CJS seek where possible to visit all venues proposed, and where possible arrange for the client to do so well in advance of the signature of the venue contract. These visits are to ascertain the suitability of the facilities and to gauge the quality of services provided. However, CJS cannot be held responsible for any non performance or issues arising from the quality of facilities or service provided by the venues (this includes accommodation offsite which may be detailed on the event website as 'alternative accommodation to the host venue'). CJS will undertake a full evaluation post event of any issues raised and approach the venue for any reductions thought appropriate in relation to the fees outstanding for the venues services.

In arranging travel and attendance at events, CJS will supply relevant information in good faith but will act only as an agent and will not have liability in respect of such arrangement, unless agreed in writing elsewhere.

The dates for the event will be provisionally checked against possible date clashes with school holidays but CJS would recommend the client also conducts similar checks internally to ensure no date or topic clashes which may affect delegate attendance. CJS cannot be held responsible for non attendance due to date clashes or non attendance of delegates.

## **ABBREVIATIONS:**

*Please note the following abbreviations many be used in venue proposals*

### DDR

DDR or Day Delegate Rate includes the hire of the main meeting room and the refreshment / lunch / exhibition area (except where a separate cost is stated for this additional catering area).

The rate may also include mineral water, stationery and mints on the tables during the meeting. Lunch is included and the type of lunch will be specified in the venue contract. Also tea / coffee and biscuits may be included up to the amount of servings specified on the proposal.

### 24 Hour Rate

A 24 hour rate includes all items outlined in the DDR plus a 3 course meal and standard accommodation and breakfast for a single person. There may be a supplement to the 24 hour rate for a private room for dinner which will be specified on the proposal if applicable. The menu chosen may also incur a supplement to the 24 hour rate; this can only be known once menus have been requested which is not part of the initial proposal.

### Minimum Number

The minimum number is the amount the client is liable for to use the meeting rooms specified. The contract would be prepared on these numbers and is your minimum liability for that contract. Should the number of clients fall we will endeavour to negotiate down these charges but this decision should ideally be made before signing the contract for a particular space as smaller spaces with lower minimum numbers may be available.

## **PROCEDURES REGARDING REVENUE/INCOME FROM EVENTS**

Where CJS raise invoices on behalf of the client monies will be held by CJS and used against outgoing costs, (this also applies to CJS invoicing companies for sponsorship amounts). At the completion of the project CJS will refund or invoice the client for any surplus or deficit.

Please note this reconciliation will not be completed until all delegate invoices are received by CJS. If delegates refuse or fail to pay invoices within the 90 day period, the cost of the delegate will be deducted from the reconciliation figure and therefore this debt be passed to the customer to recover.

If CJS is invoicing for the income from delegates or sponsors on behalf of the client, all agreed third party suppliers will be paid directly by CJS from the income generated. If income is being received from another source an agreement regarding payment prior to the event to cover all services will need to be agreed and outlined in the proposal.

## **SPONSORSHIP**

Regarding the sourcing and securing support of sponsors and exhibitors (if appropriate), particular sponsorship secured by CJS will attract a commission fee to be agreed with the client in writing in advance.

After clearance from the client, a formal agreement will be prepared by CJS in liaison with the client to set the terms of the sponsorship agreement with the third party Company.

CJS will not be responsible for any default on behalf of any third party sponsors or exhibitors.

## **INVOICING**

In all instances CJS requires written confirmation and/or an order number to commence a project and / or raise invoices.

If payment is not received within 21 days of the invoice date CJS Event Solutions Ltd reserves the right to charge interest on the total net amount at a rate of 2% per month.

This interest charge will be invoiced and will in its own right be subject to payment within 21 days. If this invoice is itself not paid additional invoices will be raised.

If payment is not received with 90 days of the invoice date the interest rate will be increased to 5%

If no invoice queries are registered within 7 days of invoice date the above late payment charges will apply.

Payment can be made by any of the following methods:

By post:

By BACS:

By credit card:

CJS are able to accept payments by Visa, Mastercard and Maestro.

## **CANCELLATION**

Once the project has been commenced, the cancellation charges will apply with immediate effect.

In the event of cancellation, for whatever reason, arising out of circumstances not attributable to malpractice or negligence on the part of CJS, the client shall be liable for all costs and expenses incurred by CJS to date whether directly or indirectly through third party suppliers or employees and any loss of earnings.

In an event cancellation scenario any delegate fees or sponsorship income will be refunded. An administration fee of £25 per item will be made to cover these transactions. Any deficit will be payable to CJS by the client.

In the event of cancellation, for whatever reason, arising out of circumstances not attributable to malpractice or negligence on the part of CJS, the client shall be liable for all costs and expenses incurred by CJS to date whether directly or indirectly through third party suppliers. These rates will be based on the fixed management fee divided by the number of days employed since the date of agreement with the client plus expenses (e.g. period of overall agreed engagement 100 days. Days engaged before cancellation 43, cancellation fee will be divided by  $100 \times 43$ )

Either CJS or the client may terminate this agreement at any time by written notice to the other party if one or other goes into liquidation, makes a voluntary arrangements with its creditors or has a receiver or administrator appointed over all or part of the business.

Any cancellation by the client must be made in writing to CJS with no less than seven days' notice.

Any other arrangement with regard to cancellation fees will be detailed in the original proposal if appropriate.

In the case of event postponement it may be possible to transfer any costs to date, however this will be negotiated with the client on a case by case basis at the time of postponement.

*Delegate specific invoicing: Administration charge (including substitution / cancellations)*

- If incorrect invoicing details are given at the time of booking CJS reserves the right to charge a £40 administration charge for reissuing an invoice
- Delegate/attendee substitutions notified to us prior to the event will be accepted at anytime at no additional cost
- Cancellations made more than six weeks prior to the event will be subject to a £40 administration fee
- Cancellations made less than six weeks prior to the event will not be refundable and all invoice charges will apply

## **DATA PROTECTION / CONFIDENTIALITY**

Neither party shall divulge or communicate to any person, persons or company any of the trade secrets, secret or confidential information, operations, processes or dealings concerning the organisation, business, finances, transactions or affairs of the other party or its customers clients which may come to its knowledge during the provision of the service or production of the presentation, conference, programme, promotion or campaign. Neither party shall use or attempt to use any such information in any way which may cause loss to the other.

The provisions of the above clause shall not apply to the whole or any part of the Confidential Information to the extent that it is:

- Trivial or obvious
- Already in the other's possession on the date of its disclosure
- In the public domain other than as a result of a breach of this clause
- Required by law to be disclosed to a relevant or regulatory authority

The client will ensure that any materials provided and the content of any promotion, production or programme developed by CJS on the client's behalf does not and shall not infringe any right of copyright moral right or right of privacy or right of publicity or personality or any other right whatsoever of any person. Also that it is not under the laws of any jurisdiction, obscene or blasphemous, offensive to religion or race and does not contain material obtained in violation of the Interception of Communications Act 1985, the Official Secrets Act 1989 or any analogous foreign legislation and nothing contained in the work would if published constitute a contempt of court. It is necessary to obtain any necessary clearance or licence from third parties to use any material the client provides.

As a Company, we do not sell lists of names to any other party for financial gain. Information gathered on the clients' behalf belongs to the client and therefore we are data processors. We are registered with the Information Commissioner in compliance with the Data Protection Act 1998.

We undertake the following actions to follow its principles (our full policy is available on request)

- We only hold adequate, relevant information
- We endeavour to keep the information held, accurate and "up to" date
- We would remove any details upon the request of the listed person
- We will allow any of the listed parties to view the details held on them
- We will only keep the list for the time it is relevant
- We will only use the data in the way which the provider intended upon the registration of their details
- Sensitive data will be used only to protect the vital interests of the individual or another person e.g. special dietary requirements / requests

Security:

- All discarded computer printed and handwritten data is shredded within the office
- All data and notes in paper format are kept in locked cupboards overnight and during the day when office is unmanned
- All computer discs are kept in locked cupboards overnight and during the day when office is unmanned
- All computers are password protected and have security settings, e.g. firewalls
- The office is alarmed
- The mail via post is delivered to a locked mail box in the office building
- Employees of the Company are monitored and trained on data protection with ultimate responsibility belonging to the Office Manager
- E mail communications carry confidentiality declaimers

### Third Parties

Any work undertaken by third parties will follow the same principles as set out in these guidelines. We take steps to investigate the processes of our suppliers to ensure that best practises are being used by them on our behalf. If you have any queries please do not hesitate to contact us.

### **INSURANCE / LIABILITY**

Where event insurance cover is required by the client, CJS can arrange this on behalf of the client at the client's expense.

CJS will take reasonable care of clients' property held by them but will do so at the client's risk and CJS will not be liable for any loss or damage however caused. Insurance of such property will be the responsibility of the client. This applies to all delegates and sponsors exhibitors property onsite as neither CJS nor the venue will accept liability for loss of property.

The client shall indemnify CJS and hold CJS harmless against all or any losses costs and expenses that may be suffered or incurred by CJS and all claims, damages and demands that may be made against CJS arising out of:

- a. Any breach by the client of any of the terms and conditions
- b. Any negligence on the part of the client
- c. Any claim by a third party customer of the client

### **LIMITATION OF LIABILITY**

CJS shall not be liable for any failure or delay in the supply of the Services caused by any acts of *force majeure* including but not limited to any dispute, fire, accident, civil commotion, government action, or any other cause beyond its control. CJS shall not be liable for any loss, damage or expense suffered by the client or any third Party arising directly or indirectly from any of the matters referred to in this clause.

Notwithstanding any provision to the contrary, CJS shall not be liable for any consequential loss incurred by the client howsoever arising whether for loss of profit, loss of use or goodwill or any type of special or indirect loss and whether occasioned by the negligence of CJS or its employees or agents or otherwise.

Except in the case of personal injury or death caused by CJS negligence, CJS liability to the client shall not in any circumstances exceed the amount actually paid to CJS by the client.

### **MEDIA / AUDIO VISUAL**

Where CJS obtains any licences and/or consents in respect of any copyrights and other intellectual property right related to the content of any presentation, conference, programme, production, promotion or campaign any charges shall be passed to the client.

All intellectual property rights in all literary and artistic works, sound recordings and other material, software developments, modifications and enhancements produced by CJS on behalf of the client shall belong to and be vested in CJS.

Notwithstanding the provisions of clause above CJS reserves the right to use all or part of any software or material produced for or acquired on behalf of the client for demonstrating its expertise to potential clients.

A charge of 12.5% of sales value of equipment hire is automatically included in our production proposals. This can be waived providing the client presents proof of adequate cover.

Where additional insurance cover is required, CJS can arrange this on behalf of the client at the client's expense.

Where stated a back up to key equipment such as projectors will be included. If the client chooses to remove back up equipment CJS cannot be held responsible for any failure or replace any equipment during the event without the client incurring additional charges.

Editing, filming and production of other media will be based on a quotation of reasonable timescales, however should any changes be required before or after the project completion additional charges may apply. These charges will be clearly stated on the proposal.

**PROCUREMENT / AUDITING**

We adopt an 'open book' policy in relation to all our dealings and welcome examination of our working practices/accounts relating to the event by our clients at any time.

These conditions will be governed and construed according to English law and the parties submit to the non-exclusion jurisdiction of the English Courts.

**CJS Event Solutions Limited**  
**February 2010**