

MORIARTY EVENT DESIGN & PLANNING LIMITED ('Moriarty')
Terms and Conditions for the Provision of Services

In these Terms and Conditions and the Agreement the following expressions shall have the following meanings:

- 1.1 'Agreement' means these terms and conditions together with its schedules, and all Communications exchanged between Moriarty and the Client in respect of an Event.
- 1.2 'Booking' means any Event agreed between the Client and Moriarty.
- 1.3 'Business Day(s)' a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- 1.4 'Client' or 'you' means any individual, firm or company which is the signatory to this Agreement.
- 1.5 'Communications' means all correspondence relating to the Event, including but not limited to Letters, emails, proposal documentation in relation to the Event.
- 1.6 'Fees' means any fees owed by the Client in respect of any Event as set out in [writing between the parties] hereto as may be amended by Communications.
- 1.7 'Event' means the Client occasion in respect of which Moriarty's services are required, details of which are set out in the Communications; which may include but are not limited to, venue, food, drinks and entertainment.
- 1.8 'Price' means the price to be paid by the Client to Moriarty for the services as specified in the Order Confirmation which shall exclude VAT where applicable and/or other taxes, duties and appropriate other charges.

2. INFORMATION ABOUT MORIARTY

- 2.1 Moriarty is a company registered in England and Wales under company number 10494143 and with its registered office at 1 Ferndale Road, London, United Kingdom, SW4 7RJ Moriarty's VAT number is 266368471.

3. BOOKINGS

- 3.1 Confirmation of booking Moriarty's services for an Event by a Client given in writing will be taken as acceptance of the terms of this Agreement and authorization by the Client for Moriarty to proceed with arrangements for the Event subject to the receipt of any required deposits. All Bookings are subject to availability.
- 3.2 The Client shall ensure that the terms of the Booking and any applicable specifications are complete and accurate.

4. FEES AND INVOICE

- 4.1 The Fees payable for the Event as consideration in respect of this Agreement shall be set out in [writing from the Company between the parties]. Fees may be amended upon written notice to the Client in the event of errors or omissions or where supplier fees increase or decrease.

5. EVENT NUMBERS

- 5.1 Where Fees quoted are based on a specific number of guests, guaranteed numbers must be supplied by the Client within 14 days before the Event as specified by Moriarty. Fees will be calculated on the guaranteed number or actual number whichever is the greater. Moriarty will endeavour to accommodate any reasonable increase in the number of guests after guaranteed numbers have been provided subject to venue capacities but regret that no refund of Fees can be made if the numbers reduce.

6. PHOTOGRAPHY

- 6.1 Moriarty may arrange for photographs and/or video footage to be taken at events and used for promotional purposes. This may include printed documents or media, editorial coverage, advertising press and use on the website. If you do not want us to use any specific images, please let us know, in writing.

7. THIRD PARTIES RIGHTS/LIABILITIES

- 7.1 Where any other individual, firm or company such as venue or services providers and third party contractors are engaged by Moriarty, they will be engaged by Moriarty acting as the agent of the Client and the Client will remain fully responsible for their fees. The Client agrees that, in connection with the Client's Event, Moriarty may sign contracts with third parties on the Client's behalf as the agent of the Client. The Client will accept the terms and conditions imposed by any third party service provider or contractor booked on the Client's behalf by Moriarty.
- 7.2 The Client is directly responsible for raising any disputes with third party service provider or contractors and is not entitled to set off or withhold any fees due to Moriarty in relation to any such dispute.
- 7.3 Moriarty reserves the right to make reasonable substitutions of service providers and third party contractors from time to time. Moriarty will usually agree disbursements with you in advance. However, this is not always feasible, and Moriarty reserves the right to incur reasonable costs and expenses on the Client's behalf and as the Client's agent without consultation.

- 7.4 The Client is fully responsible for any damage to venues, the content of venues or for loss or damage to Moriarty equipment or equipment hired on behalf of the Client for an Event and will indemnify Moriarty from and against all such losses and damages. The Client is responsible for taking out its own insurance to cover such losses or damages. Any replacement and/or repair costs will be charged to the Client in full.
- 7.5 While every effort will be made to ensure the provision of facilities booked for an Event, Moriarty is not liable for shortcomings or lack of performance by third parties due to circumstances outside of its control including but not limited to strikes, acts of terrorism, fire and adverse weather.
- 7.6 No liability is accepted by Moriarty or its employees or contractors for any injury to Clients or their guests (excluding death or personal injury resulting from the proven negligence or deliberate act or omission of Moriarty) sustained while attending an Event or for the loss of or damage to personal property of the Client and/or any guests at an Event.
- 7.7 Moriarty's entire liability to the Client in relation to an Event and this Agreement shall be limited to 10% of Fees for the Event, excluding disbursements, paid by the Client to Moriarty. Moriarty shall not be liable for any consequential losses.
- 7.8 It is advised that where appropriate the client should make adequate insurance arrangements to cover losses/liabilities arising from an event. Moriarty shall not be held responsible for arranging such cover.

8. BOOKING AMENDMENTS

- 8.1 All changes to a confirmed Booking must be provided to Moriarty in writing and accepted in writing by Moriarty. These changes may be subject to revised Fees. The amended Booking will be effective from the date of acceptance of the amendment by Moriarty.
- 8.2 Moriarty shall have the right to make any changes to the Catering Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the services.

9. TERMINATION

- 9.1 Moriarty may terminate all or part of this Agreement upon written notice to the Client if the Client is in material breach of any of the terms and conditions including, without limitation, any payment terms and/or the Client has had a winding up petition presented against it, has entered into administration, receivership, liquidation or an arrangement with its creditors; and/or the Client has had a bankruptcy petition presented against it, has become bankrupt, insolvent or entered into an arrangement with its creditors.

10. ENTIRE AGREEMENT/GOVERNING LAW

- 10.1 This Agreement constitutes the entire agreement between Moriarty and the Client. Except as set out in this Agreement all warranties, express or implied, are excluded. This Agreement shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction in relation to any matter relating to it.