



**Terms and Conditions governing the Personalised Venue Finding Services
provided by Roma Venues**

Terms and Conditions governing the Personalised Venue Finding Services provided by Roma Venues

Contents

Date

Parties

Definitions

- 1 Purpose of Terms and Conditions
- 2 Relationship of parties
- 3 Assignments
- 4 Contractor's obligations
- 5 Fees and expenses, mode of payment, etc.
- 6 Confidentiality
- 7 Limitation of liability
- 8 Duration and termination
- 9 Matters after termination
- 10 Work obligations
- 11 Force Majeure
- 12 Notices
- 13 Headings
- 14 Dispute resolution
- 15 Waiver
- 16 Jurisdiction

These Terms and Conditions are dated 8th February 2006 and govern the relationship between you, who opt to make use of our Personalised Venue Finding services (“The Client”) and us, Roma Venues operating through www.roma-venues.co.uk (“The Contractor”)

At the outset of a project, at the point that you authorise Roma Venues to the assignment you are bound by the terms as stated below:

These Definitions apply to this Terms and Conditions unless the context requires a different interpretation:

- “Assignment” means the work to be done under this contract as fully described in paragraph 3.
- “Client” means a person who agrees to hire the Services of the Contractor and includes any institution, company, firm, club any other organisation, individual or group of individuals.
- “Conditions” means terms and conditions under which the Contractor provides Services.
- “Confidential Information” means all information about any Party without limit. It includes information in the public domain. It includes among other things: information about staff, businesses, methods of doing business, future plans, policies, suppliers, customers and the Intellectual Property. It includes information about the agents, distributors or customers of a Party.
- “Confirmation of Booking” means the agreement between the Contractor and the Client authorising the Contractor to confirm the booking of venue on behalf of Client.
- “Terms and Conditions” means the terms and conditions agreed upon by the Contractor and the Client and as contained below in this document.
- “Contractor” means ROMA VENUES
- “Services” means and includes identification of right Venue and fulfilment of Client’s requirements in relation with Venue management.
- “Personalised” means that the venue has been personally identified, visited and evaluated by the Contractor.

1 Purpose of Terms and Conditions

- 1.1 The purpose of these Terms and Conditions is to regulate the relationship between the Client and the Contractor in connection with the work described in paragraph 3.
- 1.2 The Client agrees that these Terms and Conditions can be varied by the Contractor at any time without notice to the Client. The modified Terms and Conditions shall be posted at the website [www.roma-venues.co.uk] and shall be applicable to the Client with effect from the date and time of posting.

2 Relationship of parties

- 2.1 These Terms and Conditions do not create any partnership or joint venture between the parties.
- 2.2 The Contractor is not an agent of the Client and does not have authority to enter into any commitment on behalf of the Client.

3 Assignments

- 3.1 The assignment is to find and manage venues for business and pleasure on behalf of the Client.
- 3.2 If other services such as event management, itinerary management, caterings etc. are requested by the client, the provision of the same shall be governed by the terms and conditions separately agreed upon between the Client and the Contractor.
- 3.3 The Contractor shall offer Personalised venue finding and management services to the Client.
- 3.4 If the Client offers one or more further Assignments to the Contractor they are deemed to be regulated by this contract unless agreed to the contrary.
- 3.5 The Contractor may accept or decline any Assignment.
- 3.6 The Contractor acknowledges that these Terms and Conditions impose no obligation on the Client to provide the Contractor with any additional Assignment.

4 Contractor's obligations

- 4.1 The Contractor shall ensure that the Client's requirements are met by the venue.
- 4.2 On the request by the Client, the Contractor is responsible for updating the

Client via email or telephone in relation to the development in finding the venue.

- 4.3 The Contractor acts only as a procuring agency and consequential things are governed by the terms and conditions as agreed upon between Venue Provider and Client.

5 Fees and expenses, mode of payment, etc.

- 5.1 Subject to para numbers 5.2 and 5.3 below, the fee shall be payable to the Contractor by the Client as per following table:

The time of Contractor used in providing Services	Fee
Up to 2 hours	£100
2 to 5 hours	£200
5 to 8 hours	£400
Over 8 hours	£40 per hour

- 5.2 50% fee will be paid by the Client in advance on non-refundable basis to the Contractor for venue finding as a prerequisite for hiring of Services.
- 5.3 The balance 50% fee shall become payable by the Client to the Contractor at the time of issue of Confirmation of Booking by the Client.
- 5.4 Payments are to be made by the Client online at [www.roma-venues.co.uk] using credit card. However, payment may be made by cheques only if and as authorised by the Contractor in this regard.
- 5.5 The Contractor will confirm the client's booking with the venue upon receipt of the final payment. If Services carried out by the Contractor on behalf of the client exceed the scope for such Services over a reasonable period from the commencement date, an additional charge may be incurred to the client.
- 5.6 All bookings shall be deemed to be provisional unless and until full payment is received from the client.

6 Confidentiality

The parties are aware that in the course of the performance of the Terms and Conditions they will each have access to and be entrusted with information in respect of the business and operation of the other and their dealings, transactions and affairs, all of which information is or may be confidential. Accordingly, they undertake that both during and after completion of the Terms and Conditions:

- 6.1 they will not divulge to any person whatever or otherwise make use of (and shall use their best endeavours to prevent the publication or disclosure of) any Confidential Information.

- 6.2 Both the Contractor and the Client hereby undertake to the other to make all relevant employees agents and sub-contractors aware of the confidentiality of information and the provisions of this paragraph and to take all such steps as shall from time to time be necessary to ensure compliance by those people with these provisions.

7 Limitation of liability

- 7.1 Any act or omission on the part of the Contractor, falling within this paragraph shall be known as an 'Event of Default'.
- 7.2 The Contractor's entire liability in respect of any Event of Default shall be limited to damages of an amount equal to the total fee paid by the Client for this Project.
- 7.3 The Contractor shall not be liable to the Client in respect of any Event of Default for loss of profits, goodwill or any type of special, indirect or consequential loss (including loss or damage suffered by the Client as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the Contractor had been advised of the possibility of the Client incurring the same.
- 7.4 If a number of Events of Default give rise to substantially the same loss then they shall be regarded as giving rise to only one claim under these Terms and Conditions.
- 7.5 Nothing in this paragraph shall confer any right or remedy upon the Client to which he would not otherwise be legally entitled.
- 7.6 The Contractor shall not be liable to the Client for loss arising from or in connection with any representations, agreements, statements or undertakings made prior to the date of these Terms and Conditions.

8 Duration and termination

These Terms and Conditions shall continue until terminated:

- 8.1 By one party giving reasonable notice of termination to the other; or
- 8.2 Immediately by the Contractor if the Client fails to pay any sum due as per para 5.
- 8.3 Immediately by either party if the other commits any material breach of any term of these Terms and Conditions and which in the case of a breach capable of being remedied is not remedied within reasonable time.
- 8.4 The Client may terminate these Terms and Conditions immediately upon giving notice in writing in the following circumstances:

- 8.4.1 The Contractor is in breach of any of the terms of these Terms and Conditions or of any Assignment; or
 - 8.4.2 The Contractor refuses to carry out the work reasonably and properly required of him under these Terms and Conditions.
- 8.5 Contractor owes no obligation in case of termination of Terms and Conditions by Venue Provider due to failure, negligence wilful-disobedience of instructions by the Client or because of an event beyond the control of Venue Provider.

9 Matters after termination

- 9.1 Notwithstanding termination of these Terms and Conditions for whatever reason, all the provisions that are intended to operate or have effect after termination or expiration shall continue in full force and effect.
- 9.2 Initial fee of 50% as charged is not refundable in any case. However, if requested Services are cancelled within 7 days after the final payment, the Contractor shall refund the final payment.
- 9.3 The cancellation is required to be in writing.

10 Work obligations

- 10.1 The Contractor agrees that while being engaged in an Assignment, it will comply with:
 - 10.1.1 all laws and regulations relating to work;
 - 10.1.2 the specific regulations of the Client.

11 Force Majeure

Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control, which may include acts of God, fire, natural disaster, war or military hostilities and/or strike by its own employees and in such a situation:

- 11.1 the parties hereby agree to give notice immediately to the other upon becoming aware of an event of force majeure and such notice to contain details of the circumstances giving rise to it;
- 11.2 Neither party shall have any liability to the other in respect of the termination of these Terms and Conditions as a result of force majeure.

12 Notices and service

Any notice to be served on either of the parties by the other shall be sent by first class post or pre paid recorded delivery or by facsimile and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by facsimile to the correct number.

13 Headings

The headings in this document are for reference only.

14 Dispute Resolution

In the event of a dispute arising out of or in connection with this Contract and which has not been resolved following discussions and negotiations between a person or persons appointed or authorised by the Client and the Contractor then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

15 Waiver

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract.

16 Jurisdiction

This Contract shall be interpreted according to the Laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.