

# CRYSTAL PALACE FESTIVAL

## EVENT ORGANISER TERMS AND CONDITIONS

### 1. Definitions

1.1 In these terms and conditions:

"**Agreement**" means this Agreement between Festival Organiser and Event Organiser to which these terms and conditions apply, and incorporating Schedule 1 (and any other document referred to in, and accompanying or attached to, Schedule 1);

"**Applicable Laws**" means the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the exercise of the parties rights or the performance of their obligations;

"**Commencement Date**" means the date an invoice is issued for the Fee

"**Festival Organiser**" means Crystal Palace Festival Group CIC with registered company number 10687923 and registered office at Greystoke House 80-86, Westow Street, London SE19 3AF;

"**Fee**" means the fee stated in this Agreement as payable by Event Organiser to Festival Organiser for the promotion of the Event;

"**Designation**" means the designation **Guest Event Organiser** at the Crystal Palace Festival

"**Festival**" means a series of events collectively entitled 'The Crystal Palace Festival' which is to take place from 15 to 23 June 2019.

"**Festival Logo**" means the Festival Organiser's unregistered figurative trade mark.

"**Festival Marks**" means the Festival Logo and the Designation used singularly or collectively in association with the Festival.

"**Event**" means the event or series of events as described in Schedule 1 to be organised by Events Organiser and promoted by Festival Organiser as part of the Festival, as described in this Agreement;

"**Event Materials**" means any advertising or promotional materials or products produced by or on behalf of the Event Organiser which associate the Event with the Festival, or which incorporate or are distributed in association with the Festival Marks.

"**Event Organiser**" means the person, who organises the Event as described in this Agreement. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

"**Performer**" means the person(s) named in Schedule 1 of this Agreement as performing at the Event.

### 2. Event

2.1 The terms and conditions of this Agreement are the only terms and conditions upon which Festival Organiser is prepared to deal with Event Organiser and they shall govern the organisation of the Event by the Event Organiser and the promotion of the Event by the Festival Organiser to the exclusion of all other terms and conditions. No changes to this Agreement shall be valid unless agreed in writing by Festival Organiser.

2.2 Event Organiser shall organise, manage and execute the Event with a high degree of skill and care and in accordance with this Agreement.

2.3 Event Organiser shall ensure that the Event takes place on the date, at the time, at the location, and for the length of time specified in this Agreement.

2.4 Event Organiser shall carry out a risk assessment of the Event and implement appropriate measures to minimise risk.

2.5 Event Organiser shall (at Festival Organiser's request and by any required deadline) provide Festival Organiser with Promotional Material as described in Schedule 1.

2.6 Subject to approval by Festival Organiser (not to be unreasonably withheld), Event Organiser may use the Festival Marks in connection with the Event Materials and any communication and promotion undertaken by Event Organiser for the sole purpose of advertising and promoting the Event, which is subject of this Agreement. The licence granted under this Agreement is specific to Event Organiser.

2.7 Event Organiser shall comply with all Applicable Laws and with all reasonable requests of Festival Organiser relating to the Event.

### 3. Term

This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with Clause 9, until 23 June 2019 ("Term") when it shall terminate automatically without notice.

### 4. Festival Organiser's Services

4.1 The Festival Organiser's Services shall be limited to the promotion and advertising of the Event including

a. publication of all or some of the Promotional Material as specified in Schedule 1 in the printed guide to the Festival ("Festival Programme"). The Festival Programme includes details of the various events,

location, dates and times and any other content as determined by the Festival Organiser. The Festival Programme is subject to change before and during the Festival. 12,000 printed copies of the Festival Programme will be distributed four weeks prior to 15 June 2019 ("Festival Start Date") and during the Festival; and

- b. publication of all or some of the Promotional Material as specified in Schedule 1 on the Festival Organiser's website to be launched in May 2019.

## **5. Fee**

5.1 In consideration of the Services provided to the Event Organiser, the Event Organiser shall pay the Festival Organiser a fee to be advised on receipt of the application form and this form signed by the Event Organiser.

5.2 The Fee shall become payable in full 30 days after the Commencement Date.

## **6. Intellectual Property**

6.1 Event Organiser acknowledges that the Festival Logo is an unregistered trade mark of the Festival Organiser. Any goodwill derived from the use of the Festival Logo by Event Organiser shall accrue to the Festival Organiser.

6.2 Events Organiser agrees that Festival Organiser may make its own audio and/or visual recording of the Event (the "Recording").

6.3 Unless stated otherwise in this Agreement, Event Organiser grants Festival Organiser a non-exclusive, royalty-free, worldwide, perpetual, irrevocable licence to use, store, reproduce, edit, transmit, broadcast and distribute the Recording and Promotional Material on Festival Organiser's website and social media accounts in control of Festival Organiser, and in connection with, any other work or materials produced or distributed by Festival Organiser for non-commercial purposes.

6.4 Event Organiser shall use its best endeavours to assist Festival Organiser in protecting the Festival Marks and not to knowingly do, or cause or permit to be done, anything which may prejudice or harm or which has the potential to prejudice or harm the Festival Marks or the Festival Organiser's title to the Festival Marks or the image of the Festival or the Festival Organiser.

6.5 Event Organiser warrants that it has the relevant rights and third party permissions to allow the Festival Organiser to make a Recording in accordance with clauses 6.2 and 6.3 and that the Event shall not be defamatory and shall not infringe the copyright or other intellectual property rights or any other rights (including rights of privacy and confidentiality) of any third party anywhere in the world.

## **7. Limitation of Liability**

7.1 Nothing in this agreement shall limit or exclude a party's liability:

- a. for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- b. for fraud or fraudulent misrepresentation;
- c. for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- d. Under the indemnities set out at Clause 8.1(a), Clause 8.1(b) and Clause 8.1(c).

7.2 Subject to Clause 7.1, under no circumstances shall a party be liable to the other for any of the following, whether in contract, tort (including negligence) or otherwise:

- a. loss of revenue or anticipated revenue;
- b. loss of savings or anticipated savings;
- c. loss of business opportunity;
- d. loss of profits or anticipated profits;
- e. wasted expenditure; or
- f. any indirect or consequential losses.

7.3 Subject to Clause 7.1, the Festival Organiser's maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, under or in connection with this Agreement shall be limited to the amount of the Fee paid under or pursuant to this Agreement.

## **8. Indemnity**

8.1 The Event Organiser shall indemnify the Festival Organiser against all liabilities, costs, expenses, damages and losses including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by the Festival Organiser arising out of or in connection with:

- a. any claim made against the Festival Organiser by a third party for actual or alleged infringement of a third party's intellectual property rights or moral rights arising out or in connection with the Festival Organiser's use of the Promotional Material or Recording;
- b. any claim made against the Festival Organiser by a third party arising out or in connection with the manufacture, production, distribution, handling, advertising or use of, or otherwise relating to, the Event Materials, whether or not any claim arises during the Term. For the avoidance of doubt, any approval by the Festival Organiser of any use of the Festival Marks in connection with the Event Materials relates only to the use of the Festival Marks and does not amount to approval of the Event Materials;
- c. any claim made against the Festival Organiser by a third party arising out or in connection with the organisation, management and execution of the Event including arising out or in connection with any measures taken by the Events Organiser to minimise risk, whether or not any claim arises during the Term.

**8. Termination**

- 8.1 Festival Organiser may, by notice in writing, terminate this Agreement immediately at any time for any reason prior to the Start Time of the Event. Festival Organiser shall have no liability to Event Organiser (including in respect of any refund of the Fee) if such termination (i) follows any breach by Event Organiser of this Agreement, OR (ii) is because Festival Organiser decides, on reasonable grounds, to cancel the Festival because it is likely to be hindered or adversely affected by any circumstances beyond Festival Organiser's reasonable control. If termination by Festival Organiser is notified other than in the circumstances set out in these sub-clauses (i) or (ii), Festival Organiser's sole liability to Event Organiser shall be to reimburse the Fee.
- 8.2 If Event Organiser believes it may be unable to organise the Event, Event Organiser must (i) promptly notify Festival Organiser in writing, and (ii) pay a Cancellation Fee pursuant to clause 9.

**9. Cancellation Policy**

- 9.1 It is at the discretion of Festival Organiser to charge Event Organiser a Cancellation Fee if (i) notice of cancellation of the Event is received less than fourteen (14) days prior to the Start Time of the Event; and/or (ii) Festival Organiser has already incurred expenses for promoting and advertising the Event.
- 9.2 Cancellation Fee shall be as specified by the Festival Organiser but not more than 100% of the Fee less any amount of the Fee already paid and shall be payable within 30 days after Festival Organiser has received notice of cancellation or after the End Time of the Event whichever is the earlier.

**10. General**

- 10.1 No failure or delay by Festival Organiser to exercise any right under this Agreement shall be deemed to be a waiver of that right, nor preclude the exercise or enforcement of it at any later time.
- 10.2 Event Organiser shall not without the prior written consent of Festival Organiser assign, transfer or sub-contract all or any of his/her rights or obligations under this Agreement.
- 10.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 10.4 If any provision of this Agreement shall be held to be illegal or unenforceable, the enforceability of the remainder of this Agreement shall not be affected.
- 10.5 Any notice to be given under this Agreement shall be in writing and shall be delivered by hand or sent by first class post or by e-mail to the address or contact details of Festival Organiser or Event Organiser (as applicable) as set out in this Agreement.
- 10.6 In the event of any conflict between these terms and conditions and any other part of this Agreement, the terms of that other part of the Agreement shall prevail.
- 10.7 This Agreement (including without limitation non-contractual disputes or claims relating to this Agreement) shall be governed by and construed in accordance with English law and by entering into this Agreement each of Festival Organiser and Event Organiser irrevocably submits to the exclusive jurisdiction of the English Courts.

<p>Signed for and on behalf of Events Organiser</p> <p>.....</p> <p><b>SIGNATURE</b></p> <p>.....</p> <p><b>Print name</b></p> <p><b>Dated:</b> .....</p> <p><input type="checkbox"/> By ticking this box I acknowledge that I am authorised by the Events Organiser to sign this Agreement for and on its behalf.</p>
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