

## 1. INTRODUCTION

This AGREEMENT (hereinafter referred to as the "Agreement") is between .....of ..... (hereinafter referred to as the "Purchaser") and ALIVE ENTERPRISES located at 22 Newland, Lincoln, LN1 1XD UK (hereinafter referred to as "AE").  
In consideration of the respective covenants contained herein, the parties hereto, intending to legally bind hereby, agree as follows: This AGREEMENT (hereinafter referred to as the "Agreement") is made effective this ..... day of ..... 20..... by and between.....(Purchaser) and ALIVE Enterprises (AE)

## 2. PAYMENT

- a. AE will invoice the purchaser under the terms of this agreement within one week following the event unless other arrangements have been made which are detailed as an addition to this agreement.
- b. The payment terms are strictly 28 days from the date of the invoice. Late payment will attract a 10% increase to the invoice total.
- c. A 20% deposit will be required on all bookings costing in excess of £500. This must be paid in full at least one week in advance of the booking.
- d. VAT is not applicable on our room hire charges however VAT will be charged at the applicable rate, on other items such as buffet services, equipment hire and technical support charges.

## 3. CANCELLATION & POSTPONEMENT BY THE PURCHASER

- a. In the event of the Purchaser cancelling the event the following course of action will be adhered to:  
Cancellation 4 weeks outside of booking date = No charges made to the Purchaser.  
Cancellation 2 weeks outside of booking date = 20% of total invoice will be charged.  
Cancellation 1 week outside of booking date = 50% of total invoice will be charged.  
Cancellation 48 hours outside of booking date = 100% of total invoice will be charged.
- b. If the purchaser wishes to postpone the event and sets a future date at the time of postponement, the Purchaser will be liable to pay an administration charge of 10% of the booking fee.

## 4. CANCELLATION BY ALIVE ENTERPRISES

- a. If ALE has to initiate cancellation of the event, every effort will be made to re-locate the event on behalf of the Purchaser at a suitable and comparable facility in the Lincoln area. If AE is unable to arrange this, or the arrangements offered are not accepted by the client, all monies paid to AE will be refunded to the purchaser thereby ending any liabilities between the two parties.
- b. Conditions under which AE reserve the right to cancel the event or terminate this agreement without liability to the Purchaser include:
  - i. If the event, in our reasonable opinion, could prejudice the reputation of AE

- ii. If the Purchaser fails to follow instructions given by AE which as a result could compromise safety and security to other clients, staff and members of the public.
- iii. If the Purchaser has previously contravened any other agreement between themselves and AE.
- iv. If the Purchaser's organisation makes a voluntary arrangement with their creditors or becomes subject to an administration/bankruptcy order or goes into liquidation (other than for the purposes of amalgamation or reconstruction).

**5. MISCELLANEOUS**

- a. Should the Purchaser elect to use external suppliers for the event, AE should be notified of the details of those suppliers, and the suppliers will be fully responsible for complying with statutory regulations that affect their agreement with the Purchaser and AE.
- b. The Purchaser is responsible for covering the cost of repair to any part of the property or equipment damaged or theft caused by the Purchaser, external suppliers or event delegates.
- c. The Purchaser must hand the room back to AE in a similar condition to which it was first presented. We make reasonable allowances for litter/spillages etc however anything above and beyond this will result in an additional cleaning charge which will be passed directly to the Purchaser.
- d. AE does not accept liability for damage or theft of property belonging to the client. Property is brought into AE purely at the owner's risk.
- e. AE is not licensed for the sale or purchase of alcoholic beverages.
- f. AE does not allow external caterers to cater on our premises. Any food contracts must be undertaken by AE.

Signed by Purchaser

Signed by AE

PRINT.....

PRINT.....

SIGN.....

SIGN.....

DATE.....

DATE.....