

## **Client Terms and Conditions (Events Services)**

These are the standard terms of Client Business of The Palm Association-SMC Limited, of Nkumba, Entebbe, Wakiso, Uganda, and all work undertaken by The Palm Association-SMC Limited shall be on these terms unless specifically varied in writing and agreed to by both parties prior to the event.

### **1. Event Booking Details**

1.1 All bookings will be regarded as provisional until a signed copy of these Terms & Conditions has been received from the client, along with a non-refundable deposit for the required services (as set out in Clause 2.4 below), and only if accepted by The Palm Association-SMC Limited will the booking be confirmed. The Palm Association-SMC Limited is not under any obligation to continue holding provisional bookings beyond the given option date (usually 10 working days from the time of booking), if these have not been received. For the purposes of this Agreement “working days” shall mean Monday to Friday inclusive.

### **2. Price & Payment**

2.1 All prices quoted by The Palm Association-SMC Limited may be amended when agreed with the Client and the Client will reasonably consider any errors or omissions or where an increase is caused by a change in the circumstances beyond the reasonable control of The Palm Association-SMC Limited.

2.2 Any query arising from an invoice must be notified to The Palm Association-SMC Limited in writing by the Client within 10 working days of the date of the invoice receipt. Failure to comply will render the full invoice payable on the due date.

2.3 It is strictly the responsibility of the representative of the Client confirming the booking to inform all relevant parties of the payment terms, as set out by The Palm Association-SMC Limited.

2.4 Deposit – A deposit of 50% of the total fee payable (including VAT), as quoted and agreed in the written proposal (attached), of any event or programme shall be payable on confirmation of the order. The remaining 50% shall be known as the “balance”.

2.5 Balance Due – the balance of the total fee shall be payable 14 working days prior to the event date.

2.6 Additional Expenses – any additional expenses or fees resulting from any changes made by the Client, that have not been quoted in the agreed proposal but subsequently incurred by The Palm Association-SMC Limited, will be invoiced separately after the event.

Payment will be due within 5 working days of presentation, any queries thereon raised within 3 working days of presentation and payment shall be made in accordance with clause 2.9. The Palm Association-SMC Limited will agree any additional expenses or fees with the client prior to these being incurred.

2.8 Late Bookings – Should a booking be made within 20 working days of the event date, payment in full will be required to secure the event.

### **2.9 Methods of Payment**

Cheque payable to The Palm Association-SMC Limited

Bank transfer: Details available upon request to [info@thepalmgroups.com](mailto:info@thepalmgroups.com)

The Client must inform The Palm Association-SMC Limited in writing (preferably by email) of any bank transfers.

### **3. Cancellation**

3.1 This clause applies to the following: where the client (a) cancels the entire event, (b) cancels partial use of the facilities for the event or (c) reduces the duration of the event as a result of which the contracted value is reduced.

3.2 Should an event be cancelled, the following cancellation charges will apply and extend to the total charge which includes: any required accommodation, function room hire, equipment, pre-booked food and beverage charges. In addition, the client will settle any third-party charges incurred by The Palm Association-SMC Limited on behalf of the client.

#### **Cancellation Clause %**

- More than 120 working days prior to the event Nil
- 120 to 61 working days prior to the event 50%
- 60 to 31 working days prior to the event 80%
- 31 working days or less prior to the event 100%

3.3 All cancellations must be received in writing from the client and will be deemed to take effect from the date of receipt.

3.4 The Palm Association-SMC Limited reserves the right to cancel the client's booking if there has been a change of more than 40% of the client's original contract. Written notification will be sent to the client.

3.5 Any postponements of confirmed and contracted business will be considered as a cancellation in accordance with the above cancellation clause. However, provided the revised event date is agreed and takes place within 90 working days of the original event date, payments received by The Palm Association-SMC Limited from the client shall form a credit towards the future event.

The client shall, in that eventuality, be liable for any and all costs or expenses incurred by The Palm Association-SMC Limited as a direct result of the postponement.

#### **4. Liability**

On some events the activities that the Clients will undertake may be inherently dangerous although all guests are fully supervised throughout. As such neither The Palm Association-SMC Limited or its employees or agents shall be liable for any damage, loss, delay or expenses caused to the client, its employees, agents, licensees or invitees or any other persons attending the event except insofar as it results from the negligence of The Palm Association-SMC Limited or breach of contract. Please note that during particular events and on certain activities it may be necessary to request individuals to sign a liability waiver on the day of the event (although the same does not purport to exclude liability for damage to personal property of the Clients employees or staff or property damage caused to the Clients property or personal injury arising as a result of the negligence of The Palm Association-SMC Limited), in which instances The Palm Association-SMC Limited agrees to indemnify and hold the Client harmless against all such claims. The Palm Association-SMC Limited shall provide Public Liability insurance cover of Ush1million for each and every claim.

#### **5. Force Majeure**

The Palm Association-SMC Limited shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God (other than one arising from or

related to directly or indirectly from volcanic ash), strikes, lock outs, accidents, war, fire, breakdown of plant or machinery, and The Palm Association-SMC Limited shall be entitled to a reasonable extension of its obligations.

## **6. Severance**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

## **7. Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the law of Uganda and the parties hereby submit to the exclusive jurisdiction of the Uganda courts.

## **8. Entire Agreement**

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.