



Festival Waste Management Terms and Conditions of Service 2024

Clive Phillips
Greenbox Events Limited



Terms and conditions

Definitions and Interpretation

1. In these Conditions, unless the context otherwise requires, the following words have the following meanings:

"Agreement"

together the Schedule and these Conditions;

"Bond"

a bond for the amount specified in the Schedule, which the Organiser must hold in respect of each trader at an Event in accordance with Condition 4.1.8;

"Charges"

the cost of the Variable Cost Items as set out in the Schedule

"Conditions"

the standard terms and conditions for the supply of goods and services set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing by Greenbox Events and the Organiser;

"Commencement Date"

the commencement date specified in the Schedule;

"Concession"

Any third party engaged in selling or exchanging food and other goods, displaying or exhibiting, raising awareness or collecting for charity or any other business that may generate waste. Not including music stages, fairground rides, circus performers, music venues.

"Deposit 1"

a non-refundable payment payable by the Organiser as set out in the Schedule;

"Deposit 2"

a non-refundable payment payable by the Organiser as set out in the Schedule;

"Designated Pitch"

the area designated by the Organiser for occupation by a concession;

"Difficult Waste"

items that cannot be contained in skips, or disposed of at landfill sites or incinerators but are not necessarily defined as hazardous in "The [Hazardous Waste \(England & Wales\) Regulations 2005](#)". These include but are not limited to: Tyres, POP's items, all electrical items defined in "[The Waste Electrical and Electronic Equipment Regulations WEEE 2018 - last updated December 2023](#)".

Also

Items that are not readily picked by hand or are picked by hand but require extensive man hours due to size, material, shape or quantity to clear from site.

"Event"

the event held by the Organiser for which Greenbox Events is contracted to provide the Services;

"Event Period"

the calendar period of the Event as set out in the Schedule;

"Fees"

the cost of the service charge as set out in the Schedule

"Event of Force Majeure"

in respect of any party any event or circumstance which is beyond the reasonable control of such party and which results in or causes the delay or failure of that party to perform any of its obligations under this Agreement, including (but not limited to): act of God; strike, lock out or other industrial actions or trade disputes (whether involving employees of the party in question or of a third party); war declared or undeclared, threat of war, terrorist act, revolution, riot, civil commotion, public demonstration, sabotage, act of vandalism; lightning, fire, storm, flood, earthquake, accumulation of snow or ice, lack of water arising from weather or environmental problems; import or export regulations or embargoes; difficulties in or inability to obtain raw materials, labour, fuel, parts or machinery; power failure or explosion, fault or failure of any plant and apparatus; governmental restraint, act of Parliament, other legislation, by-law, prohibition, measure or directive of any kind of any governmental, parliamentary, local or other competent authority provided that lack of funds or a wilful act or omission shall not be interpreted as a cause beyond the reasonable control of such party;

"Hazardous Waste"

All items described in "The Hazardous Waste (England & Wales) Regulations 2005"

As a guide these are likely to include but are not limited to:

Asbestos, Batteries, CFCs & HCFCs, Computers and CRTs, Fluorescent Lamps, Garden Chemicals, Medicines, Oil & Oil Filters, Paint & Coatings, Photographic Chemicals, Printer Cartridges, Sewage, Toxic Metals, TVs, Vehicles, Refrigerators, Vaping devices, Noz Cannisters. Some of these items may not be classed as hazardous in the regulations if they contain substances below certain thresholds as described in the regulations. For the purposes of this contract all such items should be considered as hazardous.

"Litter"

paraphernalia which has been scattered and or abandoned by members of the public; or are spilt during business operations as well as waste management operations during the "event period".

Specific items included under the definition of *litter* include but are in no way limited to: all food service disposables, cigarette butts, partially buried items where more than 10% of the item is visible, plastic wrapping.

Items not included under the definition of *litter* include: compacted gum or gum staining, biodegradable confetti, all items below 5mm spherical diameter, excrement, sewage, waste water ("grey water"), food waste that has been trodden into the ground, hazardous waste, any single item in excess of 60kg or any structure or item that is partly buried in the ground.

"Greenbox Events" or "Greenbox"

Greenbox Events Ltd;

"the Organiser"

the organisation specified as the organiser in the Schedule;

"Payment Dates"

the payment dates set out in the Schedule;

"Prohibited Items"

the prohibited items (if any) set out in the Schedule;

"Reasonable Endeavours"

in relation to and notwithstanding an Event of Force Majeure, the taking by a person subject to the obligation of all the reasonable steps which a prudent and conscientious person having willingly undertaken the obligations would take to achieve the object of the obligation;

"Required Information"

the information to be provided to Greenbox Events by the Organiser as set out in the Schedule;

"Schedule"

the schedule attached to these Conditions;

"Services"

the services and/or equipment and/or personnel to be supplied by Greenbox Events in accordance with these Conditions and specified in the Schedule;

"Service Charge"

the service charge as set out in the Schedule as varied from time to time in accordance with Condition 6;

"Site"

The location where the Event is to be held by the Organiser as more particularly described in the Schedule;

"Term"

the term as set out in the Schedule;

"Additional Charges"

the items specified as additional charges items in the Schedule;

"Waste"

English and Welsh law was updated on 30th March 2023 to include changes to the [Waste Framework Directive \(WFD\)](#) made in 2008. Definition of waste can now be found in the Environment Agency Guidance "[Check if your material is waste](#)".

For the purposes of this contract, unless otherwise stipulated in the schedule, waste does not include:

Hazardous waste, including POP's legislation, excrement, sewage, wastewater ("grey water"), Illegal confiscated substance, any single item in excess of 60kg, any structure that is partly or fully buried in the ground, other items that are buried in the ground by more than 90%.

"Working Area(s)"

the areas specified as such in the Schedule, in which the Services will be provided.

"Working Period"

The period of time from when our workers arrive on site until the time that they leave as defined in the schedule.

"Year"

the period of 12 months commencing on the Commencement Date and each immediately subsequent period of 12 months commencing on an anniversary of the Commencement Date.

1.1. In these Conditions, unless the context otherwise requires:

- 1.1.1. any reference to a person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing.
- 1.1.2. any reference to the singular shall include the plural and vice versa.
- 1.1.3. the headings are inserted for ease of reference only and shall not affect the construction of these Conditions.

1.1.4. any reference to "written" or "writing" includes faxes (but not email) or other transitory forms;

1.1.5. any phrase introduced by the terms "include", "including", "particularly" or "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

2. Basis of the Agreement

- 2.1. Greenbox Events shall supply, and the Organiser shall purchase the Services, subject in each case to these Conditions and any special conditions set out in the Schedule, which shall govern the Agreement to the exclusion of any other terms and conditions. In the event of inconsistency between these Conditions and any special conditions set out in the Schedule, such special conditions shall prevail.
- 2.2. This Agreement shall prevail over any terms and conditions in the Organiser's order or acceptance. No conduct by Greenbox Events shall be deemed to constitute acceptance of any terms put forward by the Organiser.
- 2.3. No variation to this Agreement shall be binding unless it is agreed in writing and signed by an authorised representative of each of the parties.
- 2.4. Greenbox Events employees or agents are not authorised to make any representations concerning the Services unless confirmed by Greenbox Events in writing. In entering into the Agreement, the Organiser acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed provided that nothing in the Agreement shall operate to limit or exclude any liability for fraud.
- 2.5. The Organiser acknowledges that Greenbox Events is not providing any advice or consultancy services to the Organiser under this Agreement in connection with waste management, recycling or other waste disposal issues and the Organiser shall not rely on and Greenbox Events shall not be responsible for any such advice provided by Greenbox Events employees, sub-contractors, or agents.

3. The Services

- 3.1. The quantity, quality and description of and any specification for the details of the Services shall be those set out in the Schedule (or as otherwise agreed in writing between Greenbox Events and the Organiser). Any such figures, sizes, descriptions, specifications and details are approximations only and should not be relied upon by the Organiser as being totally accurate.
- 3.2. Greenbox Events reserves the right to make any changes to the specification of the Services which are required to conform with any applicable safety or other statutory requirements.
- 3.3. During the Event Period the Services do not include any obligation on Greenbox Events to maintain the cleanliness of the Designated Pitches including an area of 2 metres around the Designated Pitches. After the Event Period and once the Designated Pitches have been vacated by the traders, caterers or exhibitors that occupied the Designated Pitches during the Event Period, Greenbox Events shall clean the Designated Pitches, including the area of 2m around the Designated Pitches to the post-event standard as detailed in the Schedule.
- 3.4. During the Event Period, Greenbox Events shall not be obliged to remove Waste and Litter from the Designated Pitches unless the Waste and Litter are contained in the appropriate bags as specified by Greenbox Events and are in a location at the edge of each Designated Pitch that can be accessed by a vehicle.

Disposal & Recycling

- 3.5. All Waste and Litter in the Working Areas on the Site picked up and collected by Greenbox Events while providing the Services will be disposed of through licensed facilities. Where such Waste and Litter has been separated by the public or Greenbox Events then Greenbox Events will endeavour to send these items to facilities for recycling and reprocessing. Where it is apparent that these items may not be recycled or reprocessed then Greenbox Events will notify the Organiser as soon as is reasonably practicable after Greenbox Events are informed. We will include the approximate weight of the Waste and Litter that has not been recycled and reprocessed, the type of Waste and Litter and a comprehensive reason as to why the material was not able to be recycled or reprocessed.
- 3.6. Items not covered by the definition of Waste or Litter in this contract, including without limitation Hazardous Waste and Difficult Waste are not included as part of this agreement unless otherwise specified. If these items are found on the Event Site and the Organiser requires them to be disposed of then provided it is within the capacity and competency of Greenbox Events, Greenbox Events will endeavour to advise or help with disposal subject to the agreement of additional charges which may be levied for these additional services and will be payable by the Organiser in addition to those charges detailed in this Agreement.

4. The Organiser's Obligations

- 4.1. The Organiser shall:
- 4.1.1. make a full disclosure to Greenbox Events of all information and material that Greenbox Events reasonably requires in order to provide the Services and perform its obligations under the Agreement, the Required Information;
 - 4.1.2. ensure that such information and material is true, accurate and complete in all material respects;
 - 4.1.3. ensure that such information is provided in writing within sufficient time to enable Greenbox Events to supply the Services in accordance with this Agreement and in any event by the date specified in the Schedule;
 - 4.1.4. comply with its obligations detailed in the Schedule (including without limitation its obligations in respect of items, personnel and services to be provided by the Organiser);
 - 4.1.5. in the event that any representative of Greenbox Events attends at any premises of the Organiser in connection with the provision of the Services the Organiser shall:
 - 4.1.5.1. take all reasonable steps to ensure the health and safety of such representatives; and
 - 4.1.5.2. ensure that an adequate policy of insurance is in place in respect of any injury to or death of such representatives;
 - 4.1.6. give all assistance and co-operation to Greenbox Events that Greenbox Events reasonably requires in order to provide the Services and perform its obligations under the Agreement;

- 4.1.7. take all reasonable steps to exclude from the Working Area(s) the Prohibited Items including the active and effective prohibition of these items being distributed by exhibitors or vendors on the site and the active and effective searching of vehicles and individuals entering the Working Area(s) and the subsequent removal of such items;
- 4.1.8. use all necessary endeavours to ensure that all traders, caterers and exhibitors comply with any document provided by Greenbox Events detailing procedures to be followed;
- 4.1.9. n/a
- 4.1.10. indemnify Greenbox Events (and keep it indemnified) against all costs, claims, losses, expenses and other liabilities arising out of or in connection with any breach by the Organiser of its obligations in this Condition.

4.2. The Organiser warrants that it has affected and there are in force policies of insurance in respect of all risks and liabilities for which the Organiser is responsible under this Agreement (including but not limited to public and employer's liability and consequential loss of profits). The Organiser undertakes to maintain such policies in force throughout the term of the Agreement.

4.3. To the best of the Organiser's knowledge, information and belief there are no circumstances which could lead to any such insurance being revoked, vitiated or not renewed in the ordinary course of events.

4.4. The Organiser has obtained all necessary consents and licences to give effect to this Agreement.

4.5. In the event that the Organiser considers or becomes aware that the Organiser is in breach of this Agreement after the commencement of the Event, the Organiser shall forthwith notify Greenbox Events in writing of that breach and the steps to be taken to remedy it.

4.6. The Organiser acknowledges it has overall responsibility for the Event and accordingly without prejudice to Condition 4.1.6 shall take all steps necessary to ensure that all visitors, exhibitionists, caterers, vendors and other persons on site do not interfere with the effective carrying out by Greenbox Events of its obligations under this Agreement.

4.7. The Organiser accepts that Greenbox Events undertakes its obligations under this Agreement on the basis that the maximum number of people on site permitted by any applicable licence will not be exceeded. The Organiser accepts that Greenbox Events does not accept any responsibility for any breach of its obligations under this Agreement caused by the numbers of people on site exceeding the permitted number and in that event Greenbox Events shall be at liberty to withdraw its Services from the Site without penalty and all sums due under this Agreement shall become payable forthwith.

5. Term of this Agreement

5.1. This Agreement shall commence on the Commencement Date and shall (subject to the provisions for earlier termination set out in this Agreement) continue for the Term following which it shall automatically terminate without the need for either party to serve notice.

5.2. The parties may agree in writing to extend the Term.

6. Fees and Payment

6.1. The Organiser shall pay the Service Charge, the Deposit and the Charges to Greenbox Events on or before the Payment Dates and in accordance with this Condition 6.

6.2. All sums due under this Agreement are exclusive of Value Added Tax which (where applicable) will be paid to Greenbox Events by the Organiser in addition to the sums due.

6.3. If the Organiser fails to make any payment on the due date or is otherwise in material breach of this agreement then, without prejudice to any other right or remedy available, Greenbox Events shall be entitled to:

- 6.3.1. terminate the Agreement or suspend the provision of any further Services to the Organiser; and
- 6.3.2. payment of the balance of Service Charge, Charges and any outstanding expenses; and
- 6.3.3. charge the Organiser interest (both before and after any judgement) on the amount unpaid, at the rate of 4 per cent per annum above Barclays Bank base rate from time to time from the due date until the date of actual payment.

6.4. All payments under this Agreement shall be made in full without any discount, deduction, set-off or counterclaim whatsoever, save as may be required by law in which event such deduction or withholding shall not exceed the minimum amount which it is required by law to deduct or withhold and the payer will simultaneously pay to the payee such additional amounts as will result in the receipt of a net amount equal to the full amount which would otherwise have been receivable had no such deduction or withholding been required.

6.5. Greenbox Events reserves the right, by giving notice to the Organiser at any time before delivery, to increase the Service Charge and/or the Charges to reflect any increase in the cost of providing the Services which is due to:

- 6.5.1. any factor beyond the control of Greenbox Events which results in significant increase in the costs of labour, fuel or materials; or
- 6.5.2. any delay caused by any act or omission of the Organiser or failure of the Organiser to give Greenbox Events adequate information or instructions including the information required under Condition 4.1.1;
- 6.5.3. any material inaccuracy in the information disclosed by the Organiser under Condition 4.1.1;
- 6.5.4. any failure of the Organiser to comply with its obligations under Condition 4.1.4.

6.6. Unless otherwise agreed in writing with Greenbox Events, the Organiser shall be responsible for paying all reasonable expenses that are incurred by Greenbox Events in the course of providing the Services (including, but not limited to, travel and subsistence), which expenses shall for the avoidance of doubt be payable in addition to the Service Charge.

7. Variations to the Services

- 7.1. A "Change Request" is:
- 7.1.1. a request to change (including to cease) any Service or add new Services; or
 - 7.1.2. a request to amend this Agreement or any document attached to it or referred to in this Agreement.
- 7.2. A Change Request shall become a "Change Order" when the requirements of the change control procedure set out in this Condition 7 have been satisfied and the Change Request is signed by the authorised representatives of both parties to signify their approval to the change.
- 7.3. Change Requests may be originated either by the Organiser or by Greenbox Events.
- 7.4. Where Greenbox Events originates a Change Request, Greenbox Events shall inform the Organiser of the impact the proposed change will have upon the Services, the operations of the Organiser, the Service Charge and the other terms of this Agreement.
- 7.5. Where the Organiser originates a Change Request, Greenbox Events shall provide the Organiser, within 10 days of receiving the Change Request, with details of the impact which the proposed change will have upon the Services, the operations of the Organiser, the Service Charge and the other terms of this Agreement.
- 7.6. Neither party shall be obliged to agree a Change Request originated by the other.
- 7.7. If either party is unwilling to accept a Change Request suggested by the other (or any term of any proposed Change Order) then the other party may require the disagreement to be dealt with in accordance with Condition 14.
- 7.8. If a Change Request is approved by both parties, the Change Request shall be signed by an authorised representative of each party. Once signed the Change Order shall be immediately effective and the parties shall perform their respective obligations on the basis of the agreed amendments.

8. Confidential Information and Freedom of Information

- 8.1. Each party shall keep confidential the terms of the Agreement and any and all confidential information that it may acquire in relation to the business or affairs of the other party. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Agreement nor disclose the same. Each party shall ensure that its officers and employees comply with the provisions of this Condition 8.
- 8.2. The obligations on a party set out in Condition 8.1 shall not apply to any information which:
- 8.2.1. is publicly available or becomes publicly available through no act or omission of that party;
 - 8.2.2. a party is required to disclose or by law or by order of a court of competent jurisdiction; or
 - 8.2.3. the other party has consented in writing to such disclosure.
- 8.3. The provisions of this Condition 8 shall survive any termination of the Agreement for a period of 5 years from termination.
- 8.4. If the Organiser is a public authority for the purposes of the [Freedom of Information Act 2000](#) ("FOI Act"), the following Conditions 8.5 to 8.9 shall apply.
- 8.5. Greenbox Events acknowledges that the Organiser has obligations under the FOI Act to disclose information to third parties (the "Applicant") upon request, subject to certain exemptions and considerations. Greenbox Events further acknowledges that information requested from the Organiser may include information relating to Greenbox Events, including (but not limited to) information relating to Greenbox Events business, products, services or customers ("**Greenbox Events Information**").
- 8.6. If the Organiser receives a request that might lead to disclosure of Greenbox Events Information (a "**Request**"), the parties agree that the following procedure shall apply:
- 8.6.1. Upon receipt of the Request, the Organiser shall notify Greenbox Events that a Request has been made under the FOI Act, and provide Greenbox Events with a list of all Greenbox Events Information that the Organiser is proposing to disclose to the Applicant;
 - 8.6.2. Upon receipt of such notification, Greenbox Events shall use reasonable endeavours to provide a response to the Organiser within five working days from the date of notification. Where this is not reasonably practicable Greenbox Events shall promptly inform the Organiser that this is the case and provide a date by which a response will be made. Greenbox Events shall respond to the Organiser within the agreed timetable notifying the Organiser of:
 - 8.6.3. Greenbox Events Information that may be disclosed ("**Disclosable Information**"); and
 - 8.6.4. Greenbox Events Information that is subject to an exemption under the FOI Act that should not be released ("**Exempt Information**") together with reasons why the relevant exemption(s) should be applied.
- 8.7. The Organiser shall take account of Greenbox Events representations made pursuant to Condition 8.6.2 when deciding whether to disclose information to an Applicant.
- 8.8. Notwithstanding the above, if the Organiser decides to release any or all of the Exempt Information, it will give Greenbox Events at least five working days notice of its intention to do so, together with an explanation of its reasons for disclosure.
- 8.9. If a dispute arises between the parties as to which Greenbox Events Information will be released to the Applicant, the Organiser acknowledges that the release of information is an irrevocable act that cannot be remedied. In these circumstances the Exempt Information

shall not be released until such time as agreement has been reached between the parties or release is otherwise required by order of the Court or order of the Information Commissioner.

9. Indemnity

9.1. The Organiser shall indemnify and keep indemnified Greenbox Events from and against all costs, expenses (including, but not limited to, legal and other professional fees and expenses) losses, damages and other liabilities (of whatever nature, whether contractual, tortious or otherwise) suffered or incurred by Greenbox Events and arising out of or in connection with any claims, actions or demands made against Greenbox Events by any third party in connection with the Event, save to the extent that any such costs, expenses, losses, damages or other liabilities were caused or contributed to by any negligence or breach of this Agreement by Greenbox Events.

9.2. The Organiser shall be indemnify and keep Greenbox Events indemnified from and against costs, expenses (including, but not limited to, legal and other professional fees and expenses) losses, damages and other liabilities (of whatever nature, whether contractual, tortious or otherwise) suffered or incurred by Greenbox Events in relation to any damage or loss to or theft of equipment owned or used by Greenbox Events in relation to performing the Services that is caused by any other contractor or agent or employee of the Organiser or any member of the public or concessionaire on the Event Site (including without limitation the costs incurred as a result of procuring the relevant equipment).

9.3. Payments for damaged equipment will be due and payable within 14 days of notification of the damage to the Organiser.

10. Limitation of Liability

10.1. Subject as expressly provided in this Agreement, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10.2. Greenbox Events shall not be liable to the Organiser by reason of any negligence or any other tortious action or any representation (unless fraudulent), or any implied warranty, condition or other term, or under the express terms of this Agreement, for any:

10.2.1. loss of anticipated revenues; or

10.2.2. loss of profits; or

10.2.3. loss of business opportunities; or

10.2.4. loss of goodwill; or

10.2.5. damage to reputation; or

10.2.6. indirect, special or consequential loss or damage, costs, expenses or other such claims for compensation whatsoever;

(whether caused by the negligence of Greenbox Events, its employees or agents or otherwise) which arises out of or in connection with this Agreement, except as expressly provided in this Condition.

10.3. Greenbox Events shall not be liable to the Organiser for any claims, cost, demands, losses or expenses and liabilities arising from the actions of a third party except where this is due to Greenbox Events failure to comply with its obligations under the Agreement.

10.4. The aggregate liability of Greenbox Events to the Organiser under or in connection with this Agreement shall not exceed the total Service Charge paid by the Organiser under this Agreement.

10.5. Nothing in the Agreement shall operate to limit or exclude the liability of Greenbox Events to the Organiser:

10.5.1. for death or personal injury caused by the negligence of Greenbox Events, its employees, agents or subcontractors; or

10.5.2. for fraud (including, but not limited to, fraudulent misrepresentation),

provided that nothing in this Condition confers any right or remedy upon the Organiser to which it would not otherwise be entitled.

11. Termination

11.1. Either party may terminate the Agreement immediately by serving written notice to that effect on the other party if:

11.1.1. the other party makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters administration or goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction); or

11.1.2. an encumbrancer takes possession, or a receiver or administrative receiver is appointed, over all or any of the property or assets of any other party; or

11.1.3. anything analogous to any of the foregoing occurs to the other party under the law of any jurisdiction; or

11.1.4. the other party ceases, or threatens to cease, to carry on business; or

11.1.5. the other party commits any material breach of any of the provisions of this Agreement and in the case of a breach capable of remedy, fails to remedy the same within 7 days after receipt of a written notice of the breach requiring it to be remedied.

11.2. Any termination of the Agreement shall be without prejudice to any other rights or remedies a party may be entitled to under this Agreement or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provisions of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

11.3. Upon termination of the Agreement for any cause whatsoever, the Organiser shall at the request of Greenbox Events promptly return to Greenbox Events all confidential information, documentation, materials and equipment which are the property of Greenbox Events.

12. Force Majeure

12.1. Any party affected by any Event of Force Majeure:

12.1.1. shall immediately give notice to the other party to that effect, such notice to contain details of the circumstances giving rise to the Event of Force Majeure; and

12.1.2. shall use Reasonable Endeavours in good faith in an effort to prevent, reduce or mitigate the effects of any such occurrence and to establish where any practicable alternative course of action is available for achieving performance of its obligations.

12.2. If a default due to an Event of Force Majeure shall continue for more than 4 weeks then the party not in default shall be entitled to terminate the Agreement.

12.3. Subject to Condition 12.1 and save for the Organiser's obligations under Condition 6, no party to the Agreement shall be liable for any breach of its obligations under the Agreement resulting from any Event of Force Majeure, nor shall either party have any liability to the other in respect of the termination of the Agreement under Conditions 12.2 above.

13. Notices

13.1. Any notice or consent required or permitted under the Agreement shall be in writing and shall be sent by first class registered post, hand delivery or fax.

13.2. Subject to Condition 13.4 below any such notice, consent or other document shall be deemed to have been duly received:

13.2.1. if despatched by first class, registered post - 48 hours from the time of posting to the relevant party; or

13.2.2. if despatched by hand delivery - at the time of actual delivery; or

13.2.3. if despatched by email - 24 hours after the time of the despatch.

13.3. Unless otherwise notified by one party to the other in writing from time to time, for the purposes of this Condition the postal and email addresses of each party are those laid out in the schedule under 'Communication Details'.

13.4. In proving service by post it will be sufficient (unless any relevant part of the postal service is affected by industrial action) to prove that the envelope containing the notice was duly stamped addressed and posted to the addresses specified in Condition 13.3 above. In proving service by fax or email it shall be sufficient to prove that it was properly addressed and dispatched to the numbers or address specified in Condition 13.3 above.

14. ADR

14.1. In the event of any dispute arising between the parties in connection with this Agreement which cannot be settled by negotiation, the parties shall in good faith seek to resolve that dispute through mediation before resorting to arbitration and/or litigation.

14.2. No party may commence any court proceedings/arbitration in relation to any dispute arising out of this agreement until they have attempted to settle it by mediation and that mediation has terminated.

14.3. To initiate the mediation a party shall give written notice to the other party requesting mediation. The mediator shall be agreed upon within 14 days of the date of the mediation notice, failing which the mediator shall be appointed by the final decision of the ADR Group. The mediation shall start not later than 14 days after the appointment of the mediator.

14.4. If the parties cannot agree on any issue as to the conduct of the mediation (other than as to the appointment of the mediator), then at the request of either party the ADR Group or the mediator (if he has been appointed) will decide the issue.

14.5. If the dispute is not resolved within 36 days of starting the mediation or within such further period as the parties may agree, either party may then give written notice to the other to refer the dispute to the English Courts/arbitration for final determination.

14.6. Nothing in this Condition shall prevent either party seeking a preliminary injunction or other judicial relief at any time if in its judgement such action is necessary to prevent irreparable damage.

15. Exclusion of Third Party Rights

15.1. Unless expressly stated in the Agreement, nothing in the Agreement will confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.

16. Assignment/Sub-contracting

16.1. Neither party may assign, sub-contract or otherwise dispose of any of its rights and obligations under the Agreement without the prior written consent of the other party.

17. Waiver

17.1. No delay or failure on the part of any party in enforcing any provision in the Agreement shall be deemed to be a waiver or create a precedent or in any way prejudice any party's rights under the Agreement, nor shall any single or partial exercise of any right or remedy in any circumstances preclude any other or further exercise of it or the exercise of any other right of remedy.

17.2. The rights and remedies provided in the Agreement are cumulative and are additional to any rights or remedies provided by law.

18. Severability

18.1. If any provision in the Agreement is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, such provision shall to the extent of such invalidity or unenforceability be deemed severable and all other provisions of the Agreement not affected by such invalidity or unenforceability shall remain in full force and effect.

18.2. If any provision in this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

18.3. The parties agree, in the circumstances referred to Condition 18.1 and if Condition 18.2 does not apply, to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the same commercial effect as would have been achieved by the invalid or unenforceable provision.

19. Time Not of the Essence

19.1. Where the Schedule specifies any date for completion of the Services by Greenbox Events (or parts thereof), time for such completion shall not be of the essence and Greenbox Events shall have no liability to the Organiser arising out of or in connection with any failure to provide the Services by such dates.

20. Non-Solicitation

20.1. Neither party shall, without the prior written consent of the other, directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other party any person employed or engaged by such other person in the provision of the Services or (in the case of the Organiser) in the receipt of the Services at any time during the Term or for a further period of 12 months after the termination of this Agreement other than by means of a national advertising campaign open to all-comers and not specifically targeted at any of the staff of the other party.

21. Entire Agreement

21.1. This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and the terms of this Agreement shall supersede any previous agreements.

21.2. Each of the parties acknowledge and agree that in entering into this Agreement it does not rely on and shall have no remedy in respect of any statement representation warrant term condition or understanding (whether negligently or innocently made, whether express or implied) of any person (whether a party to this Agreement or not) other than as may be expressly set out in this Agreement.

21.3. Nothing in this Agreement shall operate to limit or exclude any liability for any fraudulent misrepresentation or for any other matter in respect of which liability cannot lawfully be limited to exclude.

22. Governing Law and Jurisdiction

22.1. This Agreement shall be governed by and construed in accordance with English Law. Any dispute arising under or in connection with the Agreement shall be subject to the exclusive jurisdiction of the English courts, to which each of the parties irrevocably submits.

Greenbox Events Limited

Registered number 7889572 under the Companies Act 1985 at Companies House, Cardiff.

Registered Office Henleaze Business Centre, Henleaze Bristol BS9 4PN

Company VAT registration number 128 8152 06

