

If you would like to proceed and officially book your ArtsclapesUK Ltd experience, please fill in and sign the form below. By doing so, you accept the event description and fees outlined in our proposal and summarised below, as well as acknowledging that you have read and agreed to the enclosed terms of business.

## BOOKING CONFIRMATION

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**CLIENT NAME** [example copy]

**CLIENT ADDRESS**

**DATE OF EVENT**

**EVENT**

**VENUE**

**NO. OF GUESTS**

**ARTSCAPESUK CONTACT**

**TIMINGS**

**ARTSCAPESUK FEE**

**CLIENT CONTACT**

**NOTES**

**Please sign and return to confirm your event.**

**CLIENT SIGNATURE:**

**DATE:**

## TERMS OF BUSINESS

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This agreement is made on the date of the signature above between:

ARTSCAPESUK LTD, whose registered office is at Lynton House, 7-12 Tavistock Square, London, WC1H 9BQ, England. ('The Supplier')

And

[INSERT COMPANY NAME OR INDIVIDUAL CLIENT] whose registered or home address is at [insert address] ('The Client')

### 1. STANDARD TERMS & DEFINITIONS

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Content:** any/all materials, equipment, tools, images, templates, reports, specifications and data supplied

**Fee(s):** the charges payable by the Client for the supply of the Services by the Supplier, as set out in the Proposal and/or Booking Confirmation.

**Standard Terms:** the terms and conditions set out below and, on occasion, within the Proposal

**Booking Confirmation Form (or Letter of Appointment):** the signed form that acts as a contract between the Client and the Supplier for the supply of the Services in accordance with the Proposal and these standard Terms of Business.

**Proposal:** the initial document or email drafted by the Supplier for the Client's review, outlining the event or experience, its content, itinerary and estimate fees

**Intellectual Property Rights:** copyright and related rights, trademarks and service marks, business names and domain names, patents, rights to inventions, goodwill and the right to sue for passing off or unfair competition, rights in designs and templates, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Services:** the services to be provided by the Supplier pursuant to the Contract, as described in the Proposal. In the instance of Arts ApesUK Ltd, this is likely to be events and experiences, both online and/or offline, and/or arts consultancy.

**Experience Date:** the day of the event or the period of the curated set of events or the period of consultancy that the Supplier provides and delivers for the Client, as set out in the Booking Form.

**General:** Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. A reference to writing or written includes fax and email. The Client can be referred to as 'you' and the Supplier as 'we or us'.

## 2. SERVICES

2.1 In supplying the Services, the Supplier shall:

- (a) perform the Services with reasonable care and skill;
- (b) use reasonable endeavours to perform the Services as set out in the Proposal;
- (c) ensure that all experts, locations and techniques used in providing the Services are of satisfactory quality and are fit for purpose;
- (d) comply – to our knowledge - with all applicable laws, statutes and regulations.

2.2 The timing, details, fee and deliverables outlined in the Proposal are relevant at the time of sending. If the Client doesn't commit (by signing a Booking Confirmation form) within a 2-week period of receiving the Proposal, some details might need to be revisited, depending on expert and location availability.

2.3 When developing an event format or during art consultancy, we assume a meeting or conference call will typically last up to 2 hours with any site visits lasting up to 3 hours (inc. travel time). ArtsclapesUK Ltd requests that wherever possible calls and meetings are diarised in advance - preferably 5 working days - to ensure key members of the team are available to attend.

## 3. CLIENT'S OBLIGATIONS

3.1 The Client shall:

- (a) cooperate with the Supplier in all matters relating to the Services;
- (b) provide the Supplier with any information required to carry out the Services sufficiently, including but not limited to accurate guest lists, dietary requirements and access requirements;
- (c) provide, in a timely manner, prompt feedback/approvals as the Supplier may require to deliver the Services and develop events/experiences;
- (d) attend their event (with their guests) in a timely manner – delays or truncated events due to a Client's tardiness is not the responsibility of the Supplier. In the event that any of our experts or speakers are unable to complete an event due to a delay in the start of the event schedule, where such delay is no fault of the Supplier, the Client shall remain liable to pay the full Fee due. Should our experts or speakers be required by the Client to extend the length of the event, a further fee may be charged as agreed between the parties. We are not obligated to extend an event that has started late due to the Client's actions.
- (e) act in a civil way towards our experts, speakers and ArtsclapesUK Ltd team. The Client agrees that if any team member or expert is threatened, abused verbally or physically by anyone present at the event then the event is cancelled immediately without penalty. In such circumstances, all fees will remain payable by the Client.

3.2 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, consultants or employees, the Supplier shall:

- (a) not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay;
- (b) be entitled to payment of the Fee despite any such prevention or delay; and
- (c) be entitled to recover any additional costs, charges or losses the Supplier sustains or incurs that arise directly or indirectly from such prevention or delay.

## 4. AUDIENCE SUITABILITY

4.1 To the best of our abilities, we tailor our content to our clients. Our online talks and ticketed on the ground events can cover adult themes but are considered suitable for family viewing.

4.2 If you are developing a bespoke event with us (online or on the ground), please let us know in advance if there are topics or images that you specifically wish to avoid.

4.3 It is the responsibility of the Client to notify ArtsclapesUK Ltd if anyone under the age of 16 is attending an event.

## 5. CONTENT DISCLAIMER

5.1 The views and opinions expressed in ArtsapesUK Ltd's Services are those of the authors' and do not necessarily represent specific schools of thought in the field of art history.

5.2 Many of our talks and programs are designed specifically for clients from scratch. During the development phase of the event or talk, please be aware the content might need to change slightly as the intricacies of the narratives unfold. Our art historians take the integrity of their events extremely seriously and it is their discretion to add or remove content during event development if they feel it will result in a better client experience.

5.3 Some of our online content is delivered live and some is pre-recorded. ArtsapesUK Ltd will credit any online events accordingly so the Client is clear what type of online event they are purchasing.

## 6. INTELLECTUAL PROPERTY & IMAGE RIGHTS

6.1 The Content (including but not exclusive to proposals, reports, draft itineraries, event concepts and online lectures) provided by the Supplier is ArtsapesUK Ltd's intellectual property and cannot be shared without ArtsapesUK's consent.

6.2 The Client agrees not to use the Content other than for the intended purposes and/or specific event.

6.2 The Client agrees not to pass on any of the Content to other companies or clients, other than those agreed by both parties. Should the Client wish to use the Content again, or extend the use of it, they should discuss this option with the Supplier before doing so. Additional charges may apply depending on the circumstances.

6.3 Any imagery used in our Content or during our online talks are – to our knowledge – in the public domain and are used for educational purposes. Any imagery used for ArtsapesUK Ltd marketing or social media purposes (as seen occasionally by our clients) is also deemed in the public domain or we use reasonable endeavours to credit imagery appropriately.

## 7. CONFIDENTIALITY & DATA PROTECTION

7.1 Any financial agreements between the Parties are strictly confidential and will not be disclosed to third parties.

7.2 Neither party shall use or disclose to any person at any time any confidential information about the business or affairs of the other party or any of its business contacts, or any other confidential matters which may come to the parties' knowledge in the course of providing the Services. For the purposes of this clause, confidential information means any information or matter which is not in the public domain and which relates to the affairs of the other party or any of their business contacts. The restrictions in this clause does not apply to any use or disclosure authorised by the other party or as required by law. (N.B We are always happy to sign NDAs for consultancy work if Clients prefer that additional comfort.)

7.3. We gather and use personal data on the basis that it is in our legitimate interests to do so, for example to provide a service to (and communicate with) our clients.

7.4 We collect information via company paperwork and in person for the purpose of performing our contract with you. The provision of your personal data is required in order to enter into a contract with us. We keep your information for up to (and no more than) 6 years after an event or project handover.

7.5 We only share your information with company approved professionals in order to provide and maintain the provision of our services; our appointed auditors, accountants, lawyers and other professional advisers to the extent that they require access to the information to provide advice; in the event that we sell or buy any business or assets, in which case we will disclose your personal information to the prospective seller or buyer of such business or assets. We will not sell your information to third parties.

7.6 If you agree, by signing the Booking Confirmation form, we may send you information about our products and services by email or post. This may also include newsletters of forthcoming events and/or invitations to special events. You may opt out at a later date (by emailing us at [office@ArtsapesUK.com](mailto:office@ArtsapesUK.com)) if you no longer wish to receive this information.

7.7 We understand our obligation to ensure that appropriate technical and organisational measures are taken to prevent unauthorised or unlawful processing, loss, damage or destruction of personal data. Therefore, we

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will ensure that personal data is in a secure location only accessed by authorised individuals and only processed by authorised individuals. We take all reasonable care to ensure the security of our website and systems from access by unauthorised persons and against unlawful processing, accidental loss, destruction and damage. We will not share your information other than for the purposes listed previously.

7.8 Following a discovery of any data breach, consideration will be made regarding whether the matter needs to be reported to the Information Commissioner's Office and whether individuals who are potentially affected need to be informed.

## 8. FINANCIAL PROVISIONS

8.1 Charges and Payment terms for the provision of the Services are as follows:

For Bespoke Events:

- i) A non-refundable deposit of 50% of the total quote for a bespoke event is invoiced upon signing the Booking Confirmation Form. Please note: venues and/or experts are not guaranteed until a deposit is paid.)
- ii) The balance for a bespoke event (e.g. for fixed price elements such as any guides, experts and location fees) is due 14 days before the event or (if an event is booked within this timeframe) the full amount is due up front upon signing the Booking Confirmation Form.
- iii) There may be expenses incurred during the development of a bespoke event (such as food and beverage) or on the day of an event (such as travel expenses). These will be invoiced to the Client after the event or as incurred.

For Ticketed Events & Annual Membership:

- i) For Annual Membership, ticketed on the ground events or ticketed online talks, full payment is required upon booking via our website.
- ii) Membership and all ticketed events (on the ground and online) are non-refundable but we do offer a 1 week catch up time if you're unable to attend live online talks.

For Art Consultancy Services:

- i) Fees and payment terms are calculated on a case-by-case basis depending on the scope of work required. Normally consultancy fees are invoiced monthly unless agreed otherwise.

8.2 For bespoke experiences, if any changes in the agreed costs arise during event development, these will be sent to the Client for approval.

8.3 Payment Terms: the Supplier will issue an invoice for any amounts due via email 10 Business Days in advance of the required payment date.

8.4 Each party will be responsible for any bank charges incurred on their side.

8.5 If the Client fails to make a payment due under this agreement by the due date, we may suspend the services with immediate effect until you have paid us the outstanding amounts (except where you dispute an invoice in good faith, as per clause 8.7).

8.6 If you do not make any payment due to us by the due date for payment stated in the invoice, we may charge interest to you on the overdue amount. Interest under this clause will accrue on a daily basis at 3% above the Bank of England's base rate until the date of actual payment of the overdue amount. You must pay us the sum of any interest together with the overdue amount.

8.7 However, if you dispute an invoice in good faith and contact us to let us know within 5 working days after you have received an invoice that you dispute it, clause 8.6 will not apply for the period of the dispute in relation to that particular invoice.

8.8 Some elements of our arts consultancy work will involve Arts ApesUK Ltd calling upon the services of independent experts, lawyers or other professional advisors outside the Arts ApesUK Ltd Core Team. The cost (and time implication) of using 3rd party professionals is not included in our proposal's timeline or fees. Arts ApesUK Ltd will discuss fees and availability with the client in advance when this type of assistance is required.

## 9. TERMINATION & CANCELLATION POLICIES

9.1 If our allocated guide or expert falls ill before an event, we offer an alternative guide to take their place or – if that is not possible – we offer an alternative date for a postponed event. If this isn't acceptable to the Client, we offer a refund, less the admin fee.

9.2 If a location, deemed integral to an event, closes for reasons outside our control (e.g. due to fire or a state visit/funeral) then we will endeavour to seek suitable alternatives to allow the event to successfully go ahead on the allocated date – a suggested, amended itinerary would be sent to the Client in advance for their approval. If this is not approved by the Client, then we would postpone the event or offer a refund less the admin fee.

9.3 If a Client has booked an outdoor event (e.g. a Walking Tour) or an event with outdoor elements we ask them to attend with suitable clothing and umbrellas. Outdoor events aren't cancelled unless the weather conditions pose a danger. In this scenario, please refer to clause 9.5. If the Client wishes to cancel an event due to the weather but the ArtsapesUK Ltd team deem the weather conditions workable, a refund would not be offered.

9.4 For online talks, we are reliant on the speaker's Wi-Fi to deliver uninterrupted lectures. While best efforts are made to ensure remote events run smoothly, if connection fails or is interrupted it tends to be for a short period of time and we ask our clients to bear with us. Connectivity is normally resumed quickly. Minor technical glitches are not a cause for cancellation or refund. Should something else disrupt an online talk, ArtsapesUK Ltd will re-record the talk and distribute to all ticket holders as soon as possible (within 5 working days).

9.5 If an event is cancelled for any reason outside our control (including but without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war - whether declared or not - or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, or failure of public or private telecommunications networks) we have the right to postpone the event rather than cancelling it, thereby moving the date to a mutually agreeable time and retaining the admin fee and any other monies (e.g. a deposit) paid by the Client.

9.6 If a Client's situation changes and they wish to cancel their event, our terms are as follows:

i) Cancellation over 40 days prior to the Event Date: No Fee/full refund (although please note that admin fees for bespoke events are non-refundable.)

ii) Cancellation made 14-39 days prior to the Event Date: 50% of total invoice (e.g. the deposit amount will be retained)

iii) Cancellation made less than 13 days prior to the Event Date: 100% of Total Invoice

9.7 In addition to the above, either party may cancel the contract for Services with immediate effect by giving written notice if:

i) Either party breaks this contract in any material way and they do not correct or fix the situation within 10 Business Days or

ii) Either party goes into liquidation or a receiver or an administrator is appointed over assets.

9.9 In relation to any consultancy work we carry out for client, either party needs to give 1 month's written notice to terminate the agreement. Upon termination, the client shall immediately settle any outstanding unpaid invoices and (in respect of services supplied but for which no invoice has been submitted) ArtsapesUK Ltd may submit an invoice, which shall be payable immediately on receipt.

## 10. VARIATIONS

10.1 Any variation to the Services (including timing, schedule, logistics or location) as outlined in the Proposal or Booking Confirmation Form must be agreed in writing. ArtsapesUK Ltd may charge an agreed fee (or by the hour) to cover staff time to implement these changes.

10.2 Any additional work requested by the Client outside the agreed scope (as outlined in the Proposal and/or Booking Confirmation Form), would need to be agreed by the Supplier (pending our availability) and may be subject to additional fees, especially if it is complex or time-consuming work. This work would be charged at an agreed sum or at a suitable day (or hourly) rate per staff member that is agreed with the client in advance on each occasion.



10.3 Proposals, quotes and estimates are made in good faith and are accurate at the time of submission. If any element of the event changes in price (whether that's location, food and beverage or transport) we will notify the Client immediately. Any unavoidable or unforeseen costs and/or price increases will be invoiced in full to the client.

## **11. INSURANCE**

11.1 Arts ApesUK Ltd are suitably insured as a Tour Operator offering on the ground experiences and online lectures, with Public Liability and Products Liability insurance of up to £10 million.

11.2 Clients (and their staff/guests) are responsible for arranging their own, adequate insurances depending on the nature of the experience they're attending.

11.3 Clients (and their staff/guests) are responsible for their own belongings during our events. Arts ApesUK Ltd is not responsible for any loss or theft of any personal belongings during our events.

## **12. GOVERNING LAW**

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