

CONTACT US

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12 Winceby Close, Thorpe St Andrew, Norwich NR7 0NS



Contract and standard terms of service for Daisy Entertainment & Event Management

Emma Jones
Daisy Entertainment and Event Management

1st January 2009

Contract Town Centre Manager commences on 1st January 2009

Service will include:

A 3 year contract with annual reviews

14 hours per week adjustable to meet the needs of the job with an additional 6 hours per month allocated into budget = 62 hours per month guaranteed

For a period of 48 weeks during the year minimum

Time to be spent in Lowestoft with a base at Unit 29 Riverside Business Centre to meet the needs of the post and job description

The Chief Officer and staff to provide back up support with invoicing etc. as outlined in the recently supplied Business Plan/report


Working for the Lowestoft Town Management Partnership the retail arm of the Lowestoft & Waveney Chamber of Commerce a division of Suffolk Chamber of Commerce

Billing monthly or as meets the needs of the post and its expenditure

This service is provided for £1,240 per month (62 x £20 per hour)

All fees are subject to VAT

Either party on 60 days notice can terminate this contract by mutual agreement

For and on behalf of (the contractor)	
Name:	Emma Jones
Signed	
Position:	Owner & Town Centre Manager
Date:	1 st January 2009

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For and on behalf of Lowestoft & Waveney Chamber of Commerce.	
I understand the terms of this contract and the standard terms of service.	
Name:	Linda Thornton
Signed	
Position:	Chief Officer
Date:	1 st January 2009

Daisy Entertainment & Event Management ("the Company")

STANDARD TERMS AND CONDITIONS OF SERVICE

1. Introduction

These terms set out the basis of the Company ("us") acting for you and override any other terms or conditions previously agreed between us. We pursue a plain English policy in the Company. If there is anything set out here which you do not fully understand then please let us know and we will clarify it.

2. Contract

These terms and conditions form the basis of this Contract between the Company and yourself. We would ask you to sign the attached Contract ("the Contract") before we start undertaking our services for you, which will then be binding on each of us. No variations or alterations to the terms and conditions are acceptable unless agreed in writing between us. You confirm by signing this that you have not been induced into entering the Contract except on the terms set out here.

3. Services

We undertake to carry out the services referred to in the Contract attached to these terms and conditions of service, more fully described in it. The Company normally provides services between the hours agreed to meet the needs of the job

4. Performance

The levels of performance and the completion dates given by the Company in this Contract are estimates and unless previously agreed in writing, time will not be of the essence in such performance. The Company shall not be liable to you or any third party for any delay or failure to perform its obligations if this is due to causes beyond the Company's control.

We need all necessary information, clear instructions and adequate access to personnel and premises in order to properly perform the services under this Contract. If these are not readily given, we reserve the right to revise our performance completion dates and our charges accordingly.

5. Charges and costs

If you fail to make any payments as specified in the Contract by the agreed date then, without prejudice to any other remedy the Company may have, we may be entitled to a) stop providing the

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services under this Contract and_b) charge interest at the rate of 15% from the date the monies were due to the date of actual payment such interest to be compounded on a quarterly basis.

All sums referred to in the Contract are exclusive of Value Added Tax which will be added to the sums due and will be payable at the same time by you.

Unless we have agreed otherwise, you are responsible for reimbursing us for expenses properly incurred in carrying out our services on your behalf. Any monies we have to expend in paying third parties for the performance of the services will be charged to you as disbursements incurred by us on your behalf.

All monies due from you including VAT are payable to us without any deduction by way of set off counterclaim or other charge.

6. Variation

If you wish to vary the terms of the agreed services set out in this Contract, we shall need to consider the full particulars from you of any variations you need together with any further information that we may reasonably require.

We will not be obliged to accept any variations but may, at our discretion decide to consider the variations you have suggested and respond by sending a written quotation to take these into account. In those circumstances, you will have the choice of either accepting the new quotation or confirming in writing that you wish the original terms of this Contract to apply.

In any event, we will be entitled to make a reasonable charge based on time and materials for considering such variations and preparing a quotation as stated above. If the consideration of any variation to the Contract is sought by you, there will be deemed to be created an automatic extension of time for the company to perform its obligations under this Contract, whether it is varied or not.

7. Liability

We are entering into this Contract on the basis that, firstly, you are in a much better position than us to know what any consequential loss might be from the services we provide; secondly, that you are aware that the potential extent of damage which might be caused by any breach of the Company's services is disproportionate to our charges under this Contract; and, thirdly, both parties are anxious to keep costs down to a realistic level in carrying out the services.

In such circumstances, the liability of the Company for any loss or damage caused by the manner in which we carry out our services must involve limiting or excluding such liabilities. These consist of the following:

- a. We have no obligation or duty or liability to you beyond that of exercising reasonable skill and care in undertaking the services.
- b. These express terms take place of all warranties, conditions, terms, undertakings and obligations implied by statute or custom, usage of dealing or otherwise to the full extent to which they are permitted by law.
- c. We will not be liable for loss arising from any failure by you to keep and maintain up to date security copies of all computer programmes and data in accordance with best computing practice.
- d. We are not liable to you for any economic loss, direct or indirect, whether arising from profits, business, lost savings or any other factor even if we had been previously advised of such potential loss.
- e. No claims whether in tort, contract or misrepresentation may be made if notified by either party against the other in writing more than two years after a cause of action has arisen?
- f. In no circumstances save for and subject to any valid claim made under clause (g) will any claim for damages, misrepresentation or tort exceed the sums payable under this Contract.

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- g. Emma Jones has professional liability cover for claims made for damages in connection with her carrying out the services and her certificates are available for inspection. The level of cover is £1 million for any one incident within any given 12 month period. In no circumstances will we be liable for any loss incurred by you which exceeds this liability cover figure.
- h. The defences, exclusions, indemnities and limitations set out in this clause shall have full effect notwithstanding any termination, breach or repudiation of the Contract.

We shall not be liable in any circumstances for damage arising from negligence, breach of duty or other wrongful acts or omission of any independent contractor referred to you by us or their sub-contractors, employees or agents. You must seek the appropriate assurances from those parties direct.

Please note that you must inform us in writing at the earliest opportunity of any incident which gives rise to or may give rise to a claim against us for personal injury or death or loss or damage to property.

8. Termination

This Contract can be terminated by either party in writing if the other party commits a breach of its terms and they are **not remedied within 30 days** after notice in writing identifying the breach and demanding that it be remedied (if capable of remedy).

Either party can immediately terminate the agreement in writing if the other party becomes insolvent or makes a voluntary arrangement with creditors, or become subject to an administration order or is dissolved or is wound up or suffers a statutory demand or a presentation or petition for bankruptcy or a receiver or administrative receiver is appointed over any assets or if there is any distress for rent or other execution against any assets or if any court judgements are made against that party.

If we reasonably believe that any of these events may apply to you, we may suspend performance of our services until we verify the position. In such circumstances, the times set out for our performance under the Contract will be extended accordingly.

On the expiration or earlier termination of this Contract, the rights and obligations between us under the Contract will automatically terminate without prejudice to any accrued rights of action either party may have against the other including payment of monies due and interest on such monies unless expressly preserved under these terms and conditions.

9. Restriction

During the contractual term of this agreement and for a period of 12 months after its contractual expiration date, each of us mutually agree not to recruit or employ the services of (without our consent) any staff (including employees, associates, sub-contractors, consultants and self employed persons) from the other party who have been introduced to the other side under the terms of this Contract. This restriction will, however, not apply to members of staff who have applied for positions genuinely arising or advertised by either party or to members of staff who have left the employment of either party for a period of more than six months from the termination of this Contract or any extension of this Contract.

10. Copyright

If we create or are largely responsible for the creation of any copyright work or design in the course of carrying out the services under this Contract in which any legal or moral rights may subsist then these shall be our absolute property. By entering into this agreement you agree to waive all rights in such copyright work or design.

However, if in providing our services to you such copyright work or design are utilised by you then we will grant you a non-exclusive licence without time limit for the use, modification or copying of such copyright work or design for those purposes alone.

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11. Confidentiality

Neither of us shall divulge information to any third party (except our respective employees on a need to know basis) or as required by law or by regulatory authority unless that party has the prior written consent of the other. This shall not apply to matters which were already previously known to that party or are within the public domain or which are of a non-confidential nature. Each of us will ensure that our respective employees and other workers are aware of and comply with such confidentiality and will indemnify the other against any loss or damage arising from breach of confidence by any employee.

If necessary, each party may require the other party's employees or workers to enter into non-disclosure and confidentiality agreements concerning particularly sensitive matters.

12. General

Any notice required or allowed to be given under these terms and conditions will be in writing addressed to the other party at the address stated in this Contract unless notified in writing subsequently. Service shall be deemed to have been given 48 hours following service by first class post and proof of posting pre-paid. Notice by email or fax transmission shall be deemed to be served immediately.

No waiver or concession under this agreement to be taken as a waiver or concession on any subsequent breaches.

We reserve the right to perform any of the services under this Contract through any contractor or sub-contractor.

If any part of these terms proves to be illegal or unenforceable, the other provisions of these terms shall continue in full force and effect.

The Contract is not assignable by you but may be assigned by us in future subject to your approval, not to be unreasonably withheld.

The Contract will be governed by and construed in accordance with the laws of England and the parties will submit to the exclusive jurisdiction of the appropriate court geographically closest to our registered office.

13. Acceptance

If you agree these terms and conditions would you please return one copy of the Contract with your signature endorsed? If there are more than one of you, each of you must sign and if you instruct us on behalf of a private company your signature will operate not only on behalf of the company as an officer but also by you personally for the performance of the company as a personal guarantee with primary liability and not simply a surety.