

# OPEN ART SPACES

## B2B — TERMS & CONDITIONS

**Effective from:** 25/AUG/2026

These Terms and Conditions apply to events, creative activations, markets, exhibitions, workshops and other events ("Event(s)") planned, organised and/or delivered by **Open Creative Events Ltd**, trading as **Open Art Spaces** ("Open Art Spaces", "OAS", "we", "us" or "our") on behalf of a client or other commissioning organisation ("Client", "you" or "your").

By confirming an Event with OAS, the Client agrees to these Terms and Conditions together with the Event Proposal, quotation, booking confirmation and any other written documents expressly incorporated into the agreement.

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## 1. SERVICES

**1.1** OAS provides creative event planning, event management, artist and maker programming, markets, exhibitions, workshops, installations, live art, entertainment and related creative services.

**1.2** The services for each Event will be set out in the relevant proposal, quotation, booking confirmation or statement of work ("Event Proposal"), including where applicable:

- Event date, timings and location;
- agreed services and activities;
- artists, makers, performers or facilitators;
- equipment and infrastructure;
- staffing;
- marketing and promotion;
- workshops and activations; and
- agreed fees and additional costs.

**1.3** Anything not expressly included in the Event Proposal is an additional service and may incur additional charges.

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## 2. BOOKING, PAYMENT AND CONFIRMATION

**2.1** An Event is confirmed once the Client has accepted the Event Proposal in writing and OAS has received the **Event Deposit**.

**2.2** For the purposes of these Terms:

**"Total Event Fee"** means the total fee agreed in the Event Proposal, excluding subsequently agreed additional charges.

**"Event Deposit"** means 50% of the Total Event Fee, payable upon confirmation of the Event.

**"Event Balance"** means the remaining balance of the Total Event Fee, payable no later than 30 days before the Event.

**2.3** The Event Deposit is non-refundable once the Event is confirmed, except where the Client cancels within 14 days of confirmation ("Cooling-Off Period"). Where cancellation is made within the Cooling-Off Period, the Event Deposit will be refunded in full, provided OAS has not already incurred non-recoverable costs specifically for the Event.

**2.4** OAS may begin planning, booking artists and suppliers, allocating staff and committing other resources once the Event is confirmed.

**2.5** The Event Balance remains payable by its due date unless otherwise agreed in writing.

**2.6** OAS may suspend planning or delivery where a payment is overdue and may treat the Event as cancelled by the Client under Clause 4.

**2.7** All fees are exclusive of VAT unless stated otherwise.

**2.8** Additional costs arising from changes or requirements after confirmation will be charged separately, with the Client's written approval obtained where reasonably practicable.

**2.9** OAS may charge statutory interest and recovery costs on overdue commercial payments where permitted by law.

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### **3. CLIENT RESPONSIBILITIES**

**3.1** The Client shall provide all information and access reasonably required to plan and deliver the Event, including venue information, risk assessment, timings, guest numbers, access arrangements, technical requirements, health and safety information, branding and relevant contact details.

**3.2** The Client is responsible for ensuring that information supplied to OAS is accurate and complete.

**3.3** Where the Client is responsible for the venue, it must ensure that the venue is suitable for the Event and that OAS, its staff, artists and suppliers have appropriate access at the agreed times.

**3.4** The Client must notify OAS in advance of any venue restrictions, known risks or other requirements that may affect the Event.

**3.5** OAS is not responsible for delays, additional costs or other consequences arising from inaccurate, incomplete or late information, restricted access or venue-related issues outside OAS's control.

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## **4. CLIENT CANCELLATION**

**4.1** Cancellation by the Client must be made in writing.

**4.2** Unless otherwise agreed in the Event Proposal, the following percentage of the **Total Event Fee** will be payable:

**More than 60 days before the Event:**

50% — the Event Deposit remains payable and non-refundable.

**30–59 days before the Event:**

75%

**14–29 days before the Event:**

90%

**Less than 14 days before the Event:**

100%

**4.3** Any Event Deposit already paid will be credited against the applicable cancellation charge. The Client shall pay any remaining balance due.

**4.4** The Client is also responsible for any additional non-recoverable costs already committed by OAS to artists, suppliers, equipment, venues, transport, production or other third parties where these exceed the applicable cancellation charge.

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## **5. WEATHER, SAFETY AND EVENTS BEYOND OUR CONTROL**

**5.1** OAS may cancel, postpone, relocate, delay, shorten or materially alter an Event where, in its reasonable professional judgement, weather, site conditions or other circumstances beyond its reasonable control mean that the Event cannot safely or reasonably proceed.

**5.2** This includes, without limitation, high winds, heavy rain, flooding, lightning, extreme temperatures, unsafe ground or access conditions, structural or site safety concerns, transport disruption, venue restrictions, emergencies, government or local authority restrictions, or other circumstances presenting a material risk to people, property or the Event.

**5.3** OAS will provide as much notice as reasonably practicable, but the Client acknowledges that conditions can change rapidly and decisions may need to be made shortly before or on the day of the Event.

**5.4** Where necessary, OAS may suspend the Event, remove or dismantle equipment and structures, or bring the Event to an early end. The safety of staff, artists, suppliers, visitors and the public takes priority.

**5.5** A decision made by OAS under this clause on genuine safety or operational grounds will not constitute a breach of contract.

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## **6. FEES FOLLOWING CANCELLATION OR EARLY TERMINATION**

**6.1** Where an Event is cancelled, postponed, shortened or ended under Clause 5, the **Event Deposit remains non-refundable**.

**6.2** The Client remains responsible for any non-recoverable costs already incurred or committed by OAS, including staffing, transport, equipment, materials and third-party services.

**6.3** Where equipment or structures have already been delivered or set up, the associated hire, transport, staffing and other committed costs remain payable even if the Event cannot proceed or ends early.

**6.4** OAS may, at its discretion, offer to reschedule the Event, subject to availability. Any rescheduled Event must be agreed in writing and may incur additional fees where further planning, staffing, suppliers, equipment or other work is required.

**6.5** OAS is not liable for the Client's indirect or consequential losses arising from cancellation, postponement or early termination, including loss of profits, revenue or goodwill, or marketing, staffing, travel, accommodation, venue or other third-party costs

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## **7. CHANGES TO THE EVENT**

**7.1** The Client may request changes following confirmation. OAS will use reasonable endeavours to accommodate them, subject to availability, feasibility and any applicable additional costs.

**7.2** Additional charges may apply where changes require additional artists, staff, equipment, production, transport, materials, venue requirements, planning time, altered timings or cancellation/rebooking of previously arranged services.

**7.3** OAS is not responsible for changes that cannot reasonably be accommodated due to availability, safety, venue restrictions or third-party commitments.

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## **8. ARTISTS, MAKERS AND SUPPLIERS**

**8.1** Where third-party artists, makers, performers, facilitators or suppliers are included, OAS may source and coordinate them on the Client's behalf.

**8.2** OAS will use reasonable endeavours to ensure that agreed third parties attend and deliver their services. If a third party becomes unavailable for reasons outside OAS's reasonable control, OAS may appoint a suitable replacement or make reasonable amendments to the programme.

**8.3** Where reasonably practicable, OAS will consult the Client regarding material changes.

**8.4** Individual artists or suppliers discussed during the proposal stage are not guaranteed until confirmed in writing.

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## **9. INSURANCE AND HEALTH & SAFETY**

**9.1** OAS will maintain appropriate public liability insurance for its operations and may provide evidence of cover where required.

**9.2** The Client is responsible for insurance relating to its own activities, employees, property, guests, venue and other risks for which it is responsible.

**9.3** OAS will take reasonable steps to manage health and safety risks associated with its services. The Client must provide information about relevant risks, restrictions, safeguarding requirements and health and safety considerations.

**9.4** OAS may refuse, remove, modify or suspend any activity, installation, equipment or other Event element it reasonably considers unsafe or offensive.

**9.5** Third-party artists, makers, facilitators and suppliers may be required to hold their own appropriate insurance.

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## **10. VENUE AND ACCESS**

**10.1** Where the Client is responsible for the venue, it must ensure that the venue is suitable for the Event and meets applicable requirements.

**10.2** Additional costs resulting from unexpected venue restrictions, access issues, delays, parking or loading restrictions, or changes imposed by the venue may be charged to the Client where reasonably incurred.

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## **11. LIABILITY**

**11.1** Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited.

**11.2** Subject to Clause 11.1, OAS shall not be liable for loss of profits, business, revenue, anticipated savings, goodwill, contracts or opportunities, or any indirect or consequential loss.

**11.3** Subject to Clause 11.1, OAS's total liability arising from or in connection with an Event shall not exceed the Total Event Fee actually paid to OAS for that Event.

**11.4** OAS is not responsible for loss, damage or theft of property belonging to the Client.

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## **12. INTELLECTUAL PROPERTY, PHOTOGRAPHY AND MARKETING**

**12.1** Each party retains ownership of its existing intellectual property.

**12.2** The Client grants OAS permission to use its name, logo and approved branding to deliver and promote the Event and identify the Client as an OAS client, including on the OAS website and marketing materials.

**12.3** Unless the Client requests otherwise in writing, OAS may photograph and film the Event for its portfolio, website, social media and promotional purposes.

**12.4** Intellectual property in artwork, images or other creative work supplied by artists or third parties remains with the relevant rights holder.

**12.5** The Client is responsible for ensuring it has permission for OAS to use any branding, imagery, content or other intellectual property supplied by the Client. Any photographs, videos or other content created by or on behalf of OAS in connection with an Event may only be used by the Client to promote or report on that Event, unless otherwise agreed in writing. The Client may not use such content to promote other events, services, venues, organisations or future events without OAS's prior written consent.

**12.6** Where photography or filming forms part of the agreed services, OAS will use reasonable endeavours to deliver the agreed brief but does not guarantee a particular number of assets or any specific promotional results unless expressly agreed in writing.

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## **13. CONFIDENTIALITY AND DATA PROTECTION**

**13.1** Each party shall keep confidential commercially sensitive or confidential information received from the other in connection with the Event, except where the information is already public, becomes public without breach, must be disclosed by law or is shared with professional advisers subject to confidentiality obligations.

**13.2** Each party shall comply with applicable data protection legislation.

**13.3** Where OAS collects attendee information on behalf of the Client, the parties will agree the applicable data collection and use arrangements in advance.

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## **14. EVENT RESULTS**

**14.1** OAS does not guarantee a particular number of attendees, sales, leads, social media followers, engagement, press coverage or other commercial outcomes unless expressly guaranteed in writing.

**14.2** Any attendance, engagement or other figures provided before an Event are estimates only.

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## **15. FORCE MAJEURE**

**15.1** Neither party shall be liable for failure or delay in performing its obligations where caused by circumstances beyond its reasonable control.

**15.2** This may include severe weather, natural disasters, fire, flood, epidemic or pandemic, industrial disputes, transport disruption, government action, civil unrest, terrorism, venue closure, power failure or other circumstances that could not reasonably have been prevented.

**15.3** The affected party shall notify the other as soon as reasonably practicable.

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## **16. TERMINATION**

**16.1** OAS may terminate the agreement where the Client:

- fails to make payment when due;
- materially breaches these Terms;
- provides materially inaccurate or misleading information;
- creates or permits a serious health and safety risk; or
- engages in unlawful, abusive or inappropriate conduct.

**16.2** Where OAS terminates due to the Client's breach, the Client remains liable for fees and non-recoverable costs incurred up to termination.

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## **17. GENERAL**

**17.1** Any variation to these Terms or the Event Proposal must be agreed in writing by both parties.

**17.2** The Event Proposal, these Terms and any documents expressly incorporated into them constitute the entire agreement between the parties in relation to the Event.

**17.3** If there is a conflict between these Terms and the Event Proposal, the Event Proposal takes precedence only where it expressly states that it overrides the relevant provision.

**17.4** A failure to enforce any provision does not constitute a waiver of that provision.

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## 18. GOVERNING LAW

**18.1** These Terms and any contract between OAS and the Client are governed by the laws of England and Wales.

**18.2** The courts of England and Wales shall have exclusive jurisdiction over any dispute arising from or in connection with the agreement.

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## 19. ACCEPTANCE

By confirming an Event with OAS, the Client confirms that it has read, understood and agreed to these Corporate Events Terms and Conditions and the applicable Event Proposal.

**Open Creative Events Ltd trading as Open Art Spaces**

Company number: **16340873**

Registered office: **Apollo House, Hallam Way, Whitehills Business Park, Blackpool, England, FY4 5FS**

**Client:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Event:** \_\_\_\_\_

**Event Date:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_