

# TERMS & CONDITIONS



## 1. Pricing

- 1.1. All prices are in United Arab Emirates Dirhams, (AED)
- 1.2. Prices are subject to local tax, (VAT) at the prevailing rate, currently 5%
- 1.3. All pricing is for complete proposal as is. If there is any variation, the **The Agenda** reserve the right to re-quote based on standard Rate Card, Terms and Conditions.

## 2. Confirmations

- 2.1. Your booking will remain provisional until a signed copy of the contract has been received along with the payment as per the agreed terms.

## 3. Deadlines

- 3.1. Deadlines are critical to successful planning and delivery, as well as a reduction in stress for all. Given recent Government procedure updates it is essential that the following deadlines are met, so that approvals from applicable Government authorities can be applied for without last minute submissions, that potentially compromise the event, and add unnecessary cost. Failure to meet these deadlines will be treated as a breach of contract, and liability for any added costs or cancellation, will be borne by the Client

## 4. Inclusions

- 4.1. Housekeeping
- 4.2. Electricity (see clause 25)
- 4.3. Air conditioning for event day and paid build-up / de-rig days. AC for any days prior to be agreed in advance and charged for
- 4.4. Use of rigging points

## 5. Internet

- 5.1. Included within venue hire, are 2 x hard lines located in the Front Of House (FOH) booth on the 1st floor, via 2 x RJ45 boxes. Typical upload speed 50Mbps. Typical download speed 100Mbps. **The Agenda** are not liable for any change of speed or disruption of service. If it is critical to your event, please arrange a stand-alone solution (which we can arrange for a fee, see Clause 5.5) or you can bring from a third-party supplier, that will guarantee the connection stability and bandwidth
- 5.2. A Client WiFi SSID can be created. This is for Client management personnel and NOT public. If given to too many users it will reduce the experience due to bandwidth.

- 5.3. There is NO public wifi allocated with **The Agenda**. If you require this for your event, it can be arranged, at a cost, see Clause 5.5
- 5.4. If you sign this Agreement and use the internet line you are agreeing to waive ALL liability on **The Agenda** in regards to your stream / internet use. This includes, but is not limited to; speed, quality of service (QOS), disruption, loss of supply plus any and all financial losses or penalties due to no service.
- 5.5. A dedicated line can be given. See fees in "**Security, Ushers, Medical & Other Services**" menu. 14 days notice is required to activate this line. A dedicated SSID will be given for your event, and you may use however you wish, hard line, or WiFi. WiFi coverage in the Auditorium is stable but the more users online, the worse the experience. The speed is 1Gbps upload, and 100Mbps download.

## 6. Exclusions

- 6.1. Seating and tables. Custom seating designs can be supplied at competitive rates based on the Client's design and requirement. Tiered, banquet, round tables, sofas. Any style or configuration can be designed and supplied, prices available upon request.
- 6.2. **The Agenda** do not hold stocks of furniture. Any requirements must be requested in advance so that planning can be done.
- 6.3. Barriers (Police style or Mojo style) inside or outside venue for crowd control and/or segregation
- 6.4. Any other item not specifically mentioned in this contract
- 6.5. All additional services that may be required are contracted, managed, supervised and maintained by **The Agenda**. No Third Party suppliers are allowed to be contracted directly by the Client for deployment within **The Agenda**

## 7. Cancellations & Postponements

- 7.1. Should you have to cancel, postpone, a charge will be made, calculated as a percentage of the total booking value, according to the scale below
- 7.2. All cancellations or postponements must be confirmed in writing.

Notification Period Of Cancellation or Postponement	Charge
After signing of contract	Down payment amount is not refundable
8 weeks or less	75% of the contract value
14 days or less prior to the event	100% of the contract value

## 8. Deposits and Payments

- 8.1. Payment: Please refer to payment plan. Standard terms are 50% with Confirmation, balance, 5 days prior to show

- 8.2. If **The Agenda Ticketing** is handling tickets, then the payment plan will be revised and the Client may avail of terms that included payment of services post-event, with funds taken from monies held on behalf of the Client from ticket sales.
- 8.2.1. 5 days prior to show day a ticket sales report will be generated by **The Agenda Ticketing**. Any shortfall in ticket revenue to cover event expenses as per this agreement will need to be covered by the Client before doors can be opened
- 8.3. If the balance payments are not received by the contracted date on the payment plan, **The Agenda** reserve the right to not open the doors on the show, with no liability back on **The Agenda**. In this case, **The Agenda** will notify Guests, and members of the public that the doors are not opening due to the organiser, and will refer all enquiries to the point(s) of sale, and the organisers details; social media, telephone, website etc.
- 8.4. If for any reason, any cheques are returned, it is agreed that the Client will reimburse **The Agenda** for any and all out of pocket expenses, in recovering any amounts due. This includes any and all legal fees
- 8.5. For larger events with longer durations we may request that a schedule of payments is made
- 8.6. Where a larger setup is being done and **The Agenda** are not in full control of all Production, then a security cheque or cash will be required for a day's rental as per the standard rate card, payable if the curfew deadline is not met, and returned if it is.
- 8.7. **The Agenda** will require a security deposit for the full contract amount, if an established account is not in place. This will be in the form of a Security Cheque, along with other documentation, which will be returned after all payments are cleared

## 9. Permissions & Permission Costs

### DET (Dubai Economy & Tourism)

- 9.1. All events require permissions are per DET rules and regulations. Please refer to this [link](#), for answers to questions on different types of event permits.
- 9.2. All permissions must be applied for in the name of the Organiser (as per the Event Agreement). No Third Party entities are allowed to apply for permissions on behalf of the Organiser.
- 9.3. If the organiser does not have a their own DET portal account, and requires help, please contact your sales advisor and we can help apply for your permissions.
- 9.4. All DET permissions should be received 4 days prior to the show.
- 9.5. Any updates to a DET permit must be submitted to DET at least 5 working days prior to the event. Note, DET do not work on weekends. Allow at least 5 working days prior to allow time for the permit to be updated. Artists not on the permit, even if an amendment has been submitted, if not received back approved, will not be able to perform
- 9.6. ALL performers, including (but not limited to) main artists, backing singers, dancers, MC, warm up DJ, announcers, are to be on the permissions.
- 9.7. Performers are categorised as anybody present on the stage, either acting, using an instrument or microphone for any length of time.

- 9.8. Any performers that are required to be on the permit but are not, will not be allowed to perform anywhere in the venue.
- 9.9. Costs are paid directly via the DET portal by the Organiser

**CID (Dubai Police)**

- 9.10. Where an alcohol permit is required, an application in person is needed. This should be done 14 days in advance of the event.
- 9.11. We will arrange the visit, which will need the Organiser, our head of Security, and our F&B Partner to attend, with the relevant paperwork, NOC's, Event Layout etc
- 9.12. Costs are paid in cash during the application visit. AED 1,500 given to our Security Manager

**DCD (Dubai Civil Defence)**

- 9.13. As per best working practices and for the health and safety of all, we fully comply with DCD's latest revision to event planning. As such an application for an Event Approval needs to be sought from DCD.
- 9.14. Cost is AED 2,500 paid to **The Agenda** to submit the application and manage the physical inspection. The application can be done directly for those who are familiar with the system.

**TECOM / DDA - Branding**

- 9.15. Any outside branding must be approved in advance. Our branding team cannot fix any outdoor branding without this approval.
- 9.16. All branding design should be submitted at least 14 days in advance of the event
- 9.17. As per branding guidelines, main titles and headers should be in English/Arabic with both languages the same size
- 9.18. Cost for artwork approval is AED 500
- 9.19. Branding costs will be sent to you by your Sales representative.

**10. Use of Facility**

- 10.1. The host and guests shall behave in an orderly manner and fully compliant with applicable laws.
- 10.2. The host is responsible for their guests. **The Agenda** reserves the right to remove any people from the premises who have or are likely to cause injury, damage or behave inappropriately.
- 10.3. The client nor any of their subcontractors or suppliers are to carry out any electrical or other works at the premises without our prior consent in writing
- 10.4. Any person under the age of 18 will need to ensure that a parent or adult guardian supervises their conduct whilst at the premises.

**11. Care of Premises**

- 11.1. The premises and facilities must be left in a clean and tidy condition.
- 11.2. The catering area, worktops, oven, microwave, fridges, freezer and equipment shall be wiped down and all food and beverages removed
- 11.3. All rubbish and recycling must be disposed of in the appropriate garbage disposal area.
- 11.4. Glass bottles are not considered normal waste and should be removed by the supplier immediately after the event.
- 11.5. **The Agenda** is a 'pet free zone'. No pets or animals are allowed in the building, in any public area, or backstage.
- 11.6. Any item left on the premises after the hired period is at the hosts own risk and will be disposed of accordingly.
- 11.7. Failure to comply with any of these conditions may lead to additional charges.
- 11.8. All hire items and items brought into the premises are the responsibility of the organiser.

## **12. Damage and Repairs**

- 12.1. The organiser is responsible for any damage caused to the allocated rooms or the furnishings, utensil's and equipment therein generally by an act, default or neglect by you, your subcontractor, your employee's or your guests and shall pay to **The Agenda** on demand the amount required to make good or remedy any such.
- 12.2. **The Agenda** accepts no liability for the loss or damage to any equipment or personal belongings brought onto the property by you, your guests, employees or associated third parties.
- 12.3. The organiser will be responsible for any expense in connection with repairs, damage, or loss of equipment and/or cleaning which may become necessary as a result of the event.
- 12.4. **The Agenda** reserves the right to determine the cost of any damages and/or extra cleaning necessary, above and outside what is normal. We reserve the right to bill the host for additional costs.

## **13. Exhibitions**

- 13.1. Exhibition setups will require that you submit plans and schedules of all materials relating thereto, to the appropriate department for the proper consent, with respect to health and safety and fire regulations as necessary prior to setting up the exhibition.

## **14. Property**

- 14.1. **The Agenda** is not responsible for any loss or damage to any property belonging to either the client, guests or items being brought into the premises. All items of property owned by the host and their guests must be removed from the venue by the agreed vacation time.
- 14.2. The organiser is not permitted to remove or relocate any property from the premises without written consent. Furniture may be moved to other areas inside the premises if pre-arranged with the events manager. All furniture must be returned to the initial allocated space at the end of the function and before the cleaners arrive otherwise additional fees may be incurred.

## **15. Licensed Beverages & Smoking**

- 15.1. A responsible service of alcohol policy applies at all times. No persons under the age of 21 years shall be served with or allowed to consume alcoholic liquor. No alcohol is to be consumed outside the premises. The organiser shall be responsible for the good conduct of their guests.
- 15.2. Smoking is only permitted in designated areas outside the building, clearly signposted
- 15.3. Food & beverage is supplied by **The Agenda** and their authorised caterers. Any external F&B suppliers that will be supplying F&B at our premises will require our written consent based on our contractual agreement with the organiser
- 15.4. Any Artist under the age of 21 will result in CID rejecting the alcohol permit for the event
- 15.5. As part of our ongoing policy to ensure all processes are in place for your event, please ensure all information on the booking form is completed in order for us to assist you in obtaining an alcohol permit for your event. The information on the booking form is crucial for us to plan ahead and to assist you in getting all the necessary documentation that you will require in order to obtain an alcohol permit from the necessary authorities.
- 15.6. Please note that the final approval is fully at the discretion of the CID authorities. **The Agenda** will not be held responsible for any rejection pertaining to the alcohol permit.

## **16. Prohibitive Substances**

- 16.1. The organiser and guests are not permitted to take into or use the following substances within the venue and grounds:
  - \*Fireworks or flammable substances
  - \*Chemicals deemed toxic or dangerous
  - \*Prohibitive substances
- 16.2. Live Cooking is not permitted at our premises,
- 16.3. Naked flames are not permitted, this includes candles, even within candle holders or glass vases

## **17. Breach, Termination & Access Rights**

- 17.1. **The Agenda** reserves the right, at its sole discretion, to refuse approval of any application or to terminate this Agreement at any time in the event of any breach of this Agreement, or of any applicable policy or procedure.
- 17.2. Failure to comply with the requirements of this Agreement or any related policy shall constitute a material breach, entitling **The Agenda** to terminate the Agreement and/or commence legal proceedings where necessary to recover any sums due.
- 17.3. Where a breach of this Agreement exists and any payments are overdue, **The Agenda** reserves the right to take all necessary steps to recover such overdue amounts, including (without limitation) charging interest on overdue payments and/or denying the Client access to the building.



- 17.4. In the event of any breach by the Client, **The Agenda** reserves the right to deny access to the building and to safely store any equipment belonging to the Client or the Client's sub-contractors. Any sub-contractor seeking access to such equipment must liaise directly with the Client. **The Agenda** shall not engage or negotiate directly with any sub-contractor regarding access to equipment or belongings.
- 17.5. Any commercial charges, penalties or claims imposed by sub-contractors arising from equipment being held within **The Agenda** due to the Client's non-payment or breach shall be the sole responsibility of the Client, and The Agenda accepts no liability in respect of such charges or claims.

## 18. Security

- 18.1. **The Agenda** will provide basic security to protect the premises only.
- 18.2. Additional security will be arranged and charged for as per event type so that the venue and event can operate safely.
- 18.3. Any planned VIP's, Government Officials, members of the Royal Family or other high level guests or celebrities, must be disclosed to **The Agenda** a minimum of 48 hours in advance so that necessary protocols can be put in place. If this requires additional security over and above the planned deployment, then the cost of this will be communicated to the Client for approval. Approval will be mandatory and will be billed to the Client account.
- 18.4. **The Agenda** will issue a full security plan prior to the event, for sign-off by the Client, to be submitted to SIRA and/or other authorities
- 18.5. **The Agenda's** contracted Security company are the exclusive supplier for all security related services within the venue. This is due to the staff being trained on health and safety, as well as emergency response and emergency situation management.
- 18.6. The Client may bring in their own Close Protection security detail for artists but any personnel must be SIRA registered and **The Agenda** security should be informed at least 48 hours in advance so that the detail can be uploaded to the Security Deployment in affect for the event. Failure to notify **The Agenda** will mean the additional security may be refused entry to the venue.

## 19. Parking

- 19.1. Self parking is available on-site to a max of 150 spaces
- 19.2. Valet parking services are available upon request for any number of spaces. Pricing upon request.
- 19.3. Public parking in the immediate area is extensive

## 20. Ushers, Hostesses & General Guest Management

- 20.1. Ushers are supplied exclusively by **The Agenda**. This ensures the Guest experience is maintained and ushers know the venue, procedures and layout, including health and safety plus emergency procedures are strictly followed to ensure everyone's safety.

20.2. Usher ratios are as follows (but not set, as due to layout changes may be needed to ensure the best Guest experience) but the following rule of thumb will be followed:

20.2.1. 1 Usher : 100 Guests (1:100) for all **Reserved Seating** events

20.2.2. 1 Usher : 200 Guests (1:200) for all **Unreserved Seating** events

20.3. Additional ushers, or specialised hostesses (to look after VIP's etc) can be supplied at an additional cost

## 21. Scanning, Wristbands & Wristband Staff

21.1. A general rule of thumb is to allocate 4 x scanning personnel and 4 x wristband personnel for events up to 2,000pax, and 6 of each for anything over this capacity. This allows **The Agenda** to facilitate all Guest's entrance into the Auditorium swiftly

21.2. All wristbands for the event are to be supplied by **The Agenda**. This ensures delivery of wristbands on time and as per the Security Deployment, enabling best practise crowd management, as well as controlled access.

21.3. Wristband staff are to be supplied by **The Agenda** as part of the usher package (see Clause 19)

21.4. Scanning staff are to be supplied by the Client and Ticket Management Company at no cost to **The Agenda**

## 22. Show Times

22.1. It is important that published show times are adhered to, to enable the best Guest experience

22.2. All artists and performers should be ready as per the published timings

22.3. A delay of 20-30 mins is allowed if there are extreme circumstances and the Event Director agrees

22.4. A timely run show benefits all involved and increases the Guest experience, positively impacting both Client and Venue

22.5. Delays in the show or the artist(s) not performing for the advertised time may lead to legal action by Guests who are covered by UAE law witness an event as it is advertised.

22.6. Any shortening of the set, or non-appearance by any artist advertised could enact lead to legal action and blocking the Client's DET portal.

22.7. Please be aware and conscious of this and ensure the event happens as planned, and as advertised

## 23. Accreditation

23.1. The Client should produce by the day of the show, a full accreditation plan. This includes all passes that will be in use, along with areas that those passes are related to

23.2. Wristbands are required for all guests, in all categories, and should be supplied by the Client. Wristbands ensure that Guests can leave the building to go outside, and smoke etc, and gain re-admission, unless a no re-admission policy is in place

23.3. Wristbands for Artists will be supplied by **The Agenda** and all artist who will perform on the stage, and are therefore on the DET permit will be checked and given wristbands. Once doors are open, only performers with



wristbands will be allowed on the stage. This does not apply to crew/technicians and assistants who are covered by other accreditation.

- 23.4. Wristbands and other passes for **The Agenda** Operational Staff, including F&B suppliers, AV technicians, cleaners and other staff, will be supplied by **The Agenda** unless this is changed by the Client

## **24. VIP & Celebrity Guests**

- 24.1. **The Agenda** should be notified in advance if any celebrity or VIP guests have been invited. This will allow us to follow the correct protocols for security and guest management
- 24.2. It is also mandatory that **The Agenda** inform the local authorities if VIP's, Celebrities or Dignitaries attend, as there may be a requirement to inform the RTA, Dubai Police or other official bodies

## **25. Seat Numbering & Layouts**

- 25.1. A signed off seating layout should be submitted prior to signing this Event Agreement. This ensures DET compliance and allows for an effective Security Deployment plan, and Security Budget
- 25.2. Any changes to the layout should be highlighted a minimum of 48 hours in advance of the day of the show, and could be subject to additional charges for movements.
- 25.3. It is the responsibility of the organiser to determine the seating layout and numbering. The Agenda will fix and remove these numbers as per the tariff of charges above

## **26. Housekeeping**

- 26.1. Cleaners and washroom staff (both male and female) are included with the venue rental. Numbers are determined by the Facilities Manager depending on the style of event and guest numbers
- 26.2. Additional staff can be supplied to look after areas as per the Client's extra wishes, at an additional cost.

## **27. Electricity**

- 27.1. 3-phase electricity is available in multiple locations, along with single phase wall sockets
- 27.2. Supply of electricity is included within venue hire
- 27.3. Connection to any supply other than a socket, must be supervised by **The Agenda** FM team to ensure safe practices
- 27.4. If any unsafe connections are attempted to be made, then **The Agenda** reserve the right to make the connections directly, and if need be, charge for the work.
- 27.5. Anybody deliberately not following best practices or working dangerously will be asked to leave the venue, at no liability to **The Agenda** with regards to workflow or delays

## **28. Rigging & Production**

- 28.1. All AV Production is handled by our in-house team, and charged for accordingly as per the Client's final requirement. A standard package suitable for a general event is published on our website. This is charged for per show day, prices are available from our Sales Representatives. We guarantee our pricing is competitive and of the highest standard of delivery. If we are informed that our pricing is not as we have planned, then we will better any genuine 'apples v apples' quote.
- 28.2. No Third Party items can be used with the In-House system. ie extra lighting, or audio brought in as each department must be responsible and therefore liable for it's delivery, with the risk of blame from a Third Parties interference. See also Clause 27.3.6
- 28.3. When submitting an artist rider, only 1 should be submitted. This will be marked up by our PM, and the quote sent against this. We will not accept multiple riders on multiple formats as it can lead to errors and confusion. Please give us one correct rider, that we can quote accurately against
- 28.4. Any items quoted are subject to availability at time of confirmation, (which includes any relevant payment terms). If any items is unavailable after confirmation it will be replaced with a similar item with same or higher specification, with no recourse.

## **29. Technical Event Staff**

- 29.1. When **The Agenda** is delivering a Production, this includes all technical staff to operate the specified departments; Audio, Lighting, Video etc.
- 29.2. These staff do not hold generic content for Audio or Video screens. It is the Client's responsibility to supply ALL content, including all show collateral, video screen content including sponsor logos etc, as well as all Audio files, including walk-in and other background music.
- 29.3. The technical delivery does not cover other staff designations, such as **Stage Manager, Show Caller, VJ** etc. These personnel can be supplied by **The Agenda** at additional costs and with advance planning. Please plan who is covering these duties so it can be discussed in the Pre-Production meetings.

## **30. Operations & Additional Requests**

- 30.1. Any items not specifically covered in this contract, or a further, amendment (Production Quote etc) must be requested a minimum of 72 hours in advance of Show Day to allow for procurement, planning and logistics.
- 30.2. **The Agenda** will always endeavour to accommodate any request, within reason, but will not be held liable if we cannot, and also have the right to refuse any request if not made in advance as per above.

## **31. Booking Procedure & Period**



- 31.1. A **Booking Form** will need to be completed by **The Agenda** Sales Contact and the Client prior to sending out the final Sales Agreement to ensure all information is correct, highlighted, and agreed upon by both parties.
- 31.2. The Client must observe the period booked and leave on or before the agreed time. Guests, staff, and 3<sup>rd</sup> party suppliers must leave the premises by 3:00 am at the latest (unless otherwise agreed upon).

### 32. Buildup, Teardown & Event Day

- 32.1. All daily hire periods (Event Days and Buildup / Teardown Days) are based on a 24 hour period from 3am the day of the booking, until 3am the following morning. This includes any and all works, including Show, Rehearsals, Buildup, Teardown, removal of all items including rubbish, post-show cleaning and final handover back to **The Agenda**.
- 32.2. If the venue is not handed over by 3:00 AM , **The Agenda** reserve the right to charge additional fees
- 32.3. **The Agenda** operate a policy of helping Clients to manage their event, to deliver a professional show. In circumstances where there is no booking the day before the Client's booking, **The Agenda** will do its utmost to allow the Client to access the venue prior to their paid booking time. This is entirely at the discretion of the Operations Manager, and subject to other activities within the venue. Similarly if there are no shows after the Clients booking, then the 3am curfew will not be enforced. This again is subject to approval in writing by the Operation Manager and subject to change up to 12 hours prior to curfew, to allow logistic plans to be made.
- 32.4. Therefore it is highly advised by **The Agenda** that the Client studies their logistics and plans accordingly as the Client should not plan that this extra window is definitely going to be available. If this time is required for setup, and to not compromise the show, then the only way to secure the time 100% is to add it to the booking, and for it to be paid for in the contract.
- 32.5. During event planning and review of the submitted Method Statement, **The Agenda** reserve the right to study the production plan and to charge the Client for a teardown day if it looks unrealistic that the production could not be removed by the curfew. If the Client manages to remove all items in time, then any fee held for this period will be returned. This ensures that the situation of an incoming production is never delayed by a previous production's delay

### 33. Health and Safety

- 33.1. The host or organiser is responsible for, and must ensure compliance with, Health and Safety and Fire regulations, as assigned by our Health & safety manager.
- 33.2. Health & Safety compliance document must be signed and approved by our H&S manager 12 hours prior to event date
- 33.3. To comply with health and safety and emergency evacuation regulations, **The Agenda** has an overall maximum capacity which cannot be exceeded. For the purpose of any booking at **The Agenda** we will base the anticipated numbers for your event on the numbers provided at the time of confirmation. We reserve the right to refuse an increase in numbers should the overall capacity of the venue be exceeded.

- 33.4. Our Health and Safety Statement and Fire Evacuation procedures are available on request. The Organiser is responsible in ensuring that their delegates are familiar with our procedures and need to inform them accordingly on the day of the event
- 33.5. In accordance with our Health and Safety statement and evacuation procedures it is the organisers responsibility to inform **The Agenda** in writing of any disabled guests attending their event that may require assistance in an evacuation situation.

### 34. Equipment Storage

- 34.1. **The Agenda** will assist you, where reasonably possible, with the storage of equipment, etc. Please contact us to make arrangements for delivery of any items you may require storing prior to your event.
- 34.2. **The Agenda** does not accept any liability for loss or damage to any item of equipment, furniture, and stock.
- 34.3. We request that all property is removed at the end of your event, however if collection is to be made post event either by the event booker or courier this should be pre-arranged and agreed with the venue.
- 34.4. If collection is not made within 7 days we reserve the right to dispose of said items.

### 35. Branding, Decor & Digital Signage

- 35.1. All branding is supplied and installed by **The Agenda**, there are no exceptions.
- 35.2. For **Outdoor** branding, all main titles should have an Arabic version, the same size as the English version
- 35.3. **All** outdoor branding is subject to advertising fees as per DDA regulations. This includes Media Walls, Flags etc... anything that is outside the building or on the front of the building is considered public advertising
- 35.4. Branding is allowed in all parts of the venue, but a full branding plan should be supplied to the Event Manager, 14 days prior to the event, for sign off. This is not to impede or obstruct, but to ensure there are no conflicts, any issues of legality or cultural sensitivity, change to traffic flow, or matters that could otherwise damage the Guest's overall experience
- 35.5. Items may be temporarily fixed to surfaces where it can be removed fully, such as stainless steel or marble, but not painted or fabric finished surfaces
- 35.6. Free standing items should have suitable ballast so as to not be able to be moved or knocked over by passing Guests. This especially applies to 'pop-up banners'
- 35.7. Do not affix nails, screws, tape etc. which will cause damage
- 35.8. All decorations and their fixings must be removed afterwards
- 35.9. No branding should obstruct any CCTV cameras. **The Agenda** reserve the right to move any branding placed incorrectly.
- 35.10. Persons should have the proper insurance cover and technical expertise to insure proper installation
- 35.11. Digital Signage (whether currently available or in the future) inclusion within the venue is not covered for any duration even if it relates directly to your event, to promote in advance, or add coverage during. Fees for all digital signage solutions are available from the Sales team upon request.

35.12. If in any doubt, please ask our team, we are happy to help you and advise

### **36. Professional Bodies and Performing Rights**

36.1. **The Agenda** reserves the right to object to the employment of any band, musician or performance artist if the proper DET permissions are not received prior to the event date

### **37. Marketing & Social Media**

- 37.1. Any and all communications from the Organiser be it PR, Marketing or Advertising which mentions "**The Agenda**" venue must adhere to all of "**The Agenda's**" Brand Guidelines, available [here](#)
- 37.2. All external communications of such have to be approved by **The Agenda's** communications department
- 37.3. Please inform in advance of your social media and marketing plan, so that ours can be aligned to it, in relation to hashtags and links.
- 37.4. **The Agenda** will supply a list of links that may be used
- 37.5. A total of 20 (twenty) standard tickets should be made available to **The Agenda** for each performance, at no cost, to be distributed to **The Agenda's** chosen parties.
- 37.6. A simple photo op during setup, pre, or post-show with the main artist or speaker is required. This is for **The Agenda** marketing, and archive purposes. Please inform us in advance of any hashtags or links that should be used in conjunction with the talent.

### **38. Insurance**

- 38.1. Third Party Public Liability insurance is included in the venue hire
- 38.2. Event Insurance is not included and it is advised to be taken out by the Client in case of unforeseen events that could delay or cancel the show

### **39. Force Majeure**

- 39.1. In the event of a force majeure incident that prevents the venue from operating, neither party will be liable to the other for failure to fulfil its duties as outlined in this agreement.
- 39.2. For the avoidance of doubt a force majeure incident would be defined as fire, flood, strikes, the passing of acts of government, declared or undeclared war or threat of war or other hostilities, acts of terrorism or a declared pandemic directly affecting the country in which the venue is located. In such instances **The Agenda** will reschedule the event to a future agreeable date at no further cost to the organiser

### **40. General Liability**

- 40.1. **The Agenda** shall not be liable, whether in contract, or otherwise for any indirect, consequential or economic losses or loss of profits howsoever arising (Including Negligence).
- 40.2. Neither party shall be liable for any breach of the terms and conditions or delay or failure in providing services as a result of causes beyond our control including but not limited to fire, floods, strikes, embargoes, delays in transportation, failure of services or inability to obtain necessary information or regulations from any authority

#### **41. Governing Law**

- 41.1. This contract shall be governed by and construed in all respects in accordance with the laws of the United Arab Emirates in the Emirate of Dubai

#### **42. Privacy Notice**

- 42.1. During the normal course of business we will collect personal data provided to us by you
- 42.2. We collect data, when you enquire with us, when you fill in any of our forms, google analytics track our website, when you engage with us on social media, at our venues on CCTV, if you deal with a 3rd party to book with us, or an event management agency
- 42.3. The data we collect includes but is not limited to, your name, phone number, email address, business address.
- 42.4. We use your data to process any events you have with us, to respond to feedback or enquiries, to protect our business from fraud and crime, to process payments.
- 42.5. We keep your personal data for as long as necessary for the purpose it was collected, or for as long as we need to, to comply with the law
- 42.6. You have the following rights over your personal data: to view the data, to correct anything that may be wrong, to withdraw consent for marketing, to have your data deleted. Our legal and contractual obligations may prevent us from this in some circumstances. If we cannot action your request for any reason we will let you know why.
- 42.7. With your consent we may send you details of special offers and events. We will only send you marketing information if you have opted-in. You are free to opt out at any time.
- 42.8. For further information you can [contact us here](#)

#### **43. Ticketing**

- 43.1. **The Agenda** proudly offers a first class ticketing solution for our Clients. Additionally we happily issue NOC's to all other major ticketing outlets, at the request of the Promoter at the time of contracting. It is then the ticket agents responsibility to manage ticketing both in the run up to the event and on the event day, enabling last minute purchases, guest list and VIP's