



The International Music Exchange Ltd
Melbourne House
36, Chamberlain St
BA5 2PJ Wells
UK

CONTRACT

Orchestra: **Novomestska filharmonie** (Czech Republic)

FAO: **Miloslav Vondrejč / director**

**Zakladni umelecka skola Bedricha Smetany
Nove Mesto nad Metuji,
Husovo namesti no. 1209, Nove Mesto nad Metuji,
54901, Czech Republic**

Destination: Provence Festival (France) (5 nights)

Accommodation: student accommodation

Meals: HB

Minimum Number: Tour based on **50-59** paying group members
Changes may affect the tour cost

Tour Itinerary: 1 – 6 July 2018

Visits & Excursions: sight-seeing itinerary

Details of Insurer: Details of optional insurance on request

SPECIAL REQUIREMENTS: 4 concerts

TIME Ltd organises tailor-made tours for performing groups. This requires certain different procedures from standard "package tours" and a degree of flexibility on both sides. In addition to the information listed above we confirm below the basis of the tour budget:

- Half-board accommodation in France
- Programme of concerts
- Supervision of the tour by our associates based in France

Draft schedule (subject to change):

July 2018

- 1 arrival in Nice area, check-in CIV or similar, meet tour escort + dinner in hotel
- 2 possible morning rehearsal, lunch in hotel, afternoon + CONCERT Cannes or Antibes bandstand. Dinner own arrangements in Cannes
- 3 morning visit Nice, lunch own arrangements, afternoon + local restaurant dinner + CONCERT Villefranche-sur-Mer, Cour Volti

4 morning free time in pool, lunch in hotel, afternoon on the beach + dinner own arrangements
5 morning visit Grasse, lunch own arrangements, afternoon + local restaurant dinner + CONCERT St Laurent-
du-Var, Esplanade des Goelands
6 check-out hotel, day in Cannes, afternoon + CONCERT Place Pasteur, Le Luc + departure

PRICE OF PACKAGE:

For min. 50 paying:

Realistic estimate per person of EURO: 325,00

Total for 50 paying pax EURO: 16.250,00

For min. 55 paying:

Realistic estimate per person of EURO: 320,00

Total for 55 paying pax EURO: 17.600,00

Minimum GRAND Total due to TIME Ltd EURO: 16.250,00

Payment Schedule:

Deposit of EURO 4000 by: 16th Nov 2017*

Balance of costs (12,250) by: 21st May 2018*

Direct wire transfer payment to our € bank account:

Name of Bank: **HSBC Bank**
Address: 1 Market Place, Wells, UK
Account name: **THE INTERNATIONAL MUSIC EXCHANGE LTD**
Sort code: 40-05-15
Account no.: 76362839
IBAN: GB38MIDL40051576362839
BIC: MIDLGB22

*** PLEASE NOTE:**

all payments must be made in EURO currency and cleared in our bank, net of bank charges, by the date shown. Please instruct your bank with enough advance keeping in mind that an international bank transfer will take from 1 to 3 weeks to clear.

CONDITIONS OF BOOKING

- 1.** In these Conditions: "the Company" shall mean The International Music Exchange Ltd (TIME), and the "Client" shall mean the party contracting with the Company. The Contract shall include each of the persons comprised in the Client or on whose behalf the Contract is made. It is the responsibility of the Client to ensure that each person is aware of his or her obligations hereunder. The programme shall include all travel or any other arrangements made by the Company.
- 2.** A contract shall exist between the Company and the Client when the Company has confirmed in writing the tour price with detailed specifications and the deposit is received from the Client.
- 3.** The deposit is to be treated as part payment of the sum due under to Contract and is only to be refunded if the booking is not accepted or the Company cancels the Contract under Clause 4 hereof. Payment of the balance of the sum due under the contract must be made at least 30 days prior to departure, in default of which the Company reserves the right to cancel the Booking and retain the deposit paid. In addition, the Client will, upon failure to pay the balance, be liable for any expenses incurred by the Company.
- 4.** The Company may cancel the Contract at any time prior to the date of departure, and should it do so its liability will be limited to refunding all monies paid to it by the Client.
- 5.** The booking is accepted subject to the availability of the accommodation, travel facilities, concert venues or other services therein described and the Company may at any time make any alteration to any of the arrangements, provided that the substitute accommodation is of the same or higher classification category and the travel facilities or other services are of at least the same standard as those originally contracted for.

The Company shall not in any way be liable for any failure of travel and concert facilities or for the non-availability of any of the booked accommodation due to reasons beyond its control.
- 6.** Should the Client cancel the contract he/she will be liable for cancellation charges in accordance with the following scale:

 - i. cancellation prior to 6 weeks before departure - forfeit of deposit.
 - ii. cancellation less than 6 weeks but more than 4 weeks before departure - 60% of the price of each cancel visit
 - iii. cancellation 4 weeks or less before departure - 100% of the price of each cancel visit.
 - iv. in addition to the above, the Client is also liable to pay any expenses incurred over and above the normal incidences of cancellation.
- 7.**

 - i. The Client accepts liability for all damage, loss or injury caused by the Client or by any person or persons comprised in the Client or on whose behalf the Client contracts, and will ensure that adequate liability insurance is maintained for the benefit of the Company and hereby indemnifies the Company, its officers, servants, or agents from and against any such liability.
 - ii. All arrangement for Insurance, including insurance of personal effects and instruments, shall be the responsibility of the Client and at the Client's expense.
 - iii. The Company may at its option agree to arrange insurance cover on behalf of the Client if so requested by the Client and shall be reimbursed the cost thereof on demand.
 - iv. If the Client elects to make there on insurance arrangements they automatically agree on behalf of all members to absolve TIME Ltd of all possible liabilities which may arise due to failure to take out adequate insurance cover.
- 8.** No liability on the part of the Company to the Client arising in any way out of the Contract or the programme arranged by the Company shall exceed (in the case of each Client) the amount paid or agreed to be paid for that Client's visit and shall in no case include any damages for disappointments, frustration, inconvenience, upset or any consequential loss whatever.
- 9.** Excepting where exclusion is expressly prohibited by statute the Company will under no circumstances whatever be liable for:

 - i. any personal injury or illness suffered by the Client howsoever caused

- ii. any loss or damage to the Client's baggage including personal effects and instruments howsoever caused
- iii. any errors, omissions, discrepancies or misrepresentation in brochures prepared by parties other than the Company.

10. The Company acts as agent for the Client in contracting with various hotels, coaches companies, music festivals, music promoters and other independent contractors to provide the services included in each programme. Apart from its own negligence, neither the Company nor its agents or cooperating organisations shall be held responsible or liable for the negligent acts and/or omissions of these independent contractors, their employees' agents, servants or representatives.

11. No servant or agent of the Company is authorised to agree either to vary, add to or waive any of these Conditions in any way whatsoever, and any such purported variation, addition or waiver shall be of no effect.

12. All bookings are accepted and all arrangements for travel, accommodation, and other services made by the Company as agents for and subject to any conditions imposed by the Air, Shipping, Rail, Coach, Taxi, Hire-car, Hotel, Restaurant and other companies or persons concerned.

13. The Company shall not be responsible for the collection of individual group member payments. It will only deal with the designated representative of the Client and not with other individuals. Any variations required should be advised by the agreed representative of the Client.

14. The Company also reserves the right, without payment of compensation and whether before or after the commencement of the programme, to exclude any person as a member of any group if, in the absolute discretion of the Company, that person may appear likely to endanger the health or safety or to impair the comfort of other members of the group.

15. Rates are based on group participation, and there can be no refund for services or portion of the tour not taken. Refunds can not be made to the tour participants who do not complete the tour, for any reason.

16. The Client acknowledges that he/she has read and understood the above terms and Conditions, and agrees to abide by them.

17. All Contracts subject to these Conditions are governed by English law wheresoever made.

For: Nove Mesto Philharmonic

For: TIME Ltd

Name: Miloslav Vondrejč

Name: Tamsin Smith

Signed:

Signed:

Position: Director

Position: Director

Date: 30th Oct 2017

Date: 6th Nov 2017