

## North West Weddings & Events Ltd Booking Terms and Conditions

The following are the **T&Cs** under which **We** agree to supply **You** with **Services** in exchange for **Your** payment of a **Fee** to **Us**. Submission of a **Booking Agreement** constitutes **Your** understanding of all **T&Cs** and agreement to be bound by them when engaging **Us**. Definitions of any words in bold can be found in the Glossary of Terms herein.

### 1. Equipment

- a) **Equipment** is for the sole use of and remains the sole property of **Service Providers** unless agreed **in writing** prior to the event. Under no circumstances may **You** sublet or represent as **Your** own property any **Equipment**.
- b) The **Client** accepts responsibility for the care, security and insurance of **Equipment** within the **Venue** at all times between a **Service Provider's** arrival at and departure from the **Venue** and the **Client** assumes responsibility for any damage to, loss or theft of **Equipment** while in use or storage during this time excluding only
  - i. during **Service Providers'** use, loading, unloading, movement, set up and packing down, except where damage occurs during these times as a result of the actions of any member of public attending the event, a staff member at the **Venue** or other supplier of the event; or
  - ii. general wear and tear.
- c) **We** accept no liability for any damage, loss, injury, death or costs caused by unauthorised or improper use of **Equipment** by any person.
- d) It is the **Client's** sole responsibility to gain permission from the **Venue** to book **Our Equipment** for use on their property before entering into any **Booking Agreement**. Where failure to do so results in a **Service Provider's** inability to provide a **Service** in whole or in part no refund shall be available.
- e) **Equipment** hired as a "dry hire" will be supplied with a care guide where necessary and may be supplied with a separate hire agreement superseding these **T&Cs**.

### 2. Payments

- a) No **Service** shall be provided where an invoiced sum is outstanding on the event date. Where an invoiced sum remains outstanding on the event date, this shall be deemed to be a **Cancellation** of all **Services** by the **Client** with the **Client** liable in full as determined by conditions 2b and/or 2c and/or 2d and 3b and/or 3c and/or 3d.
- b) **You** will pay to **Us** a **Date Retainer** to complete your booking and formalise the **Booking Agreement** as a binding contract. **Your** failure to pay or **Our** decision to decline acceptance of and/or return to **You** the **Date Retainer** shall void the associated **Booking Agreement**.
- c) **Fees** are then payable for performances as follows:
  - i. 60GBP per **Service Provider** (unless a different amount was previously agreed **in writing**) shall be payable for administration and rehearsal of the performance 12 weeks prior to the event (coinciding with the final submission of any **Requests**); and
  - ii. any remaining part of the **Fee** shall then be payable no later than 2 weeks prior to the event.
- d) **Fees** are then payable for all other **Services** as follows:
  - i. any portion of the **Fee** payable at any agreed date shall be invoiced and payable accordingly; and
  - ii. any remaining balance of the **Fee** shall then be payable no later than 2 weeks prior to the event.
- e) **Contractors** are self-employed. We will pay **Contractors** on **Your** behalf in advance of the event and we may retain part of the **Fee** for their **Service** for administrative purposes.

### 3. Cancellations and Amendments

- a) The **Client** may cancel any **Booking Agreement** within 14 calendar days of its formalisation with a full refund of all monies paid.
- b) Beyond the 14-day initial cancellation (cooling off) period, **Date Retainers** are non-refundable.
- c) The **Client** may make a **Cancellation** at any time **in writing** but agrees to pay upon notice of their **Cancellation** any amounts payable as determined by condition 2b and/or 2c and/or 2d and any costs above these amounts reasonably incurred by **Service Providers** at the date of the **Cancellation** in relation to planning the **Service(s)**, and any administrative costs **We** incur in processing the **Cancellation**. Where a **Cancellation** is made within 14 days of the event date the **Client** remains liable in full as determined by conditions 2b and/or 2c and/or 2d. **Cancellations** of individual **Services** may be made without other **Services** being affected.
- d) In failing to pay on time and in full without prior agreement any invoice issued in respect of a **Service** the **Client** shall be deemed to have made a **Cancellation** of all **Services** if after a 14 day written notice period the payment remains outstanding and the **Client** understands that they shall then be liable for any amount determined by conditions 2b and/or 2c and/or 2d applicable at the date of **Cancellation**.
- e) From time to time it may be necessary to substitute a **Service** or **Service Provider** for a similar alternative due to unforeseen circumstances and we reserve the right to make such substitutions. **We** will inform **You** of **Our** decision to make a substitution as soon as it is practical to do so.
- f) **We** reserve the right to make an **Amendment** or cancel any **Service** should it become unavailable and **We** are unable to make a suitable substitution. A full refund from the **Fee** for the invoiced value of that **Service** will be provided less any expenses reasonably incurred by **Us** in relation to that **Service** at the date of its cancellation and the **Client** waives any claim to further compensation for any effect of **Our** cancellation of that **Service**. **Our** cancelling a **Service** shall not constitute cancellation of the **Booking Agreement** if other **Services** are included therein and the **Fee** for remaining **Services** shall remain payable in full.
- g) The **Client** may request an **Amendment** at any point up to 14 days before the event date.
- h) We reserve the right to apply reasonable administration charges in addition to any change to the **Fee** resulting from any request **You** make to make an **Amendment** or **Cancellation**.
- i) Should **We** suffer illness or mechanical failure or any other circumstance beyond our control such that lead to all or part of a **Service** being cancelled on the day of the event, the **Client** shall be eligible to a refund from **Us** amounting to the **Fee** less the value of any **Service** provided in full or in part.
- j) Should a **Contractor** suffer illness or mechanical failure or any other circumstance beyond their control such that lead to all or part of a **Service** being cancelled on the day of the event, the **Client** shall be eligible to a refund from the **Contractor** amounting to the **Fee** less the value of any **Service** provided in full or in part and less any part of the **Fee** for the cancelled **Service** retained by **Us**.
- k) Save as expressly provided herein, no **Amendment** or **Cancellation** and no variation of either these **T&Cs** or the **Booking Agreement** shall be effective unless **in writing** and signed by a duly authorised representative of each of the **Parties**.

### 4. Overtime

- a) Where **Service Providers** are requested by the **Client** to provide a longer **Service** than was originally booked
  - i. they must be asked to do so by the **Client** before any **Service** extension shall commence; and
  - ii. any additional payment agreed for the **Service** extension shall be paid to the **Service Provider** in advance of that **Service** extension being provided.
- b) Where a **Service** start time is delayed at no fault of **Service Providers**, overtime shall be charged at 30GBP per 30 minutes of **Service** started per **Service Provider** working on that **Service** from the time that the **Service** should have finished where **Service Providers** are asked by **You** to complete the full duration of **Service** originally booked. Under such circumstances **Service Providers**

are under no obligation to extend a **Service** beyond the originally booked finish time and where they are unable to do so **You** shall remain liable in full for the invoiced value of that **Service**. Any incurred overtime charges shall be invoiced separately by **Us** after the engagement and will be payable within 14 calendar days.

#### 5. Breaks

- a) With the exception of wedding ceremonies and similar services and unless agreed by **Service Providers** prior to the event, **Service Providers** shall be entitled to take any breaks required by law or necessary to maintain the standard of the **Service**.
- b) Unless agreed prior to the event, the **Client** shall be responsible for arranging music to be played during breaks taken by musicians.

#### 6. Recordings & Photography

- a) Where footage or audio of **Services** provided by **Entertainers** is to be used by videographers,
  - i. it is the responsibility of the **Client** to ensure that licenses to synchronise music have been secured from the relevant intellectual property holders; and
  - ii. **Entertainers** whose performance features in the video should be appropriately credited on the video itself and any medium on which the video is publicly available and we shall provide such credit information in a timely manner upon request.
- b) The **Client** hereby provides permission for **Service Provider** to use any photograph and/or video taken by them at the event by for marketing purposes.

#### 7. Requests

- a) **Requests** must be received in writing by **Us** or **Contractors** no later than 12 weeks prior to the event unless **Service Providers** notify the **Client** of a longer notice period being necessary prior to the **Booking Agreement** being entered into.
- b) **Requests** are accepted only at the discretion of the **Service Provider(s)** and final decisions on **Requests** lie with them.
- c) **Service Providers** at their discretion may choose to pass on to **You** additional costs resulting from **Requests** but
  - i. the charge will be agreed with the **Client** before any costs to be passed on are incurred; and
  - ii. additional costs to be passed on by **Contractors** shall be invoiced to the **Client** by **Contractors**.

#### 8. Sale Items

- a) **Sale Items** are the sole property and responsibility of the client after delivery.
- b) Candles are only provided to **You** as **Sale Items** and cannot be hired from **Us**.
- c) Any **Equipment** that is permanently personalised at the request of the **Client** and can no longer be used by **Us** as a result shall be considered a **Sale Item** and will be removed from the **Booking Agreement** upon its inclusion on a sales invoice.

#### 9. Damage

- a) Upon completion of a **Service** a **Service Provider** shall count and inspect all **Equipment**. Their assessment of the presence and condition of **Equipment** shall be final. The **Client** shall be liable for the cost of any replacement or repair for which they are responsible under condition 1b and this will be invoiced separately after the event and payable within 14 days. Proof of completion and the costs of repair or replacement shall be made available to **You** on request.
- b) **Contractors** are solely responsible for any damage caused by them prior to, during or after the provision of their **Service** and **We** shall accept no liability for any such damage.
- c) **We** shall accept no responsibility for damage caused by **Us** as a direct or indirect result of **Your** failure in **Your** responsibilities under condition 10d.

#### 10. Health and Safety

- a) **Contractors** are responsible for their own Public Liability Insurance and **We** shall not be held liable for any loss, damage, injury, death or cost resulting from their actions.
- b) **Service Providers** are responsible for any necessary risk assessment ahead of the provision of a **Service** and shall adhere to any health and safety requirements affecting the **Service**.
- c) It is the responsibility of the **Client** to ensure that any member of the public attending the event, staff members at the **Venue** or other suppliers of the event are aware of and adhere to any necessary health and safety legislation affecting the **Service** prior to the event. **Service Providers** will ensure that any specific guidance is given to **You** with sufficient notice.
- d) It is the responsibility of the **Client** prior to entering into a contract with us to
  - i. ensure a safe electrical supply will be available where we have notified them that **Equipment** requires mains electricity; and
  - ii. ensure there will be clear and timely access to the **Venue**; and
  - iii. ensure sufficient space will be reserved for the safe installation of **Equipment** and/or provision of the **Service**; and
  - iv. notify **Us** of any potential danger or other hindrance including but not limited to long distances between parking and the space to be used, uneven ground, flights of stairs and tight spaces; and/or
  - v. engage **Us** to conduct a site visit to inspect the **Venue**.
- e) No **Service Provider's** inability to provide a **Service** in whole or in part due to the **Client's** failure in their responsibilities under condition 10d shall be reason for refund or compensation.
- f) All electrical **Equipment** is safety checked before each event and mains powered **Equipment** is PAT tested at appropriate intervals with certification available on request.
- g) Although they may position on **Your** behalf unlit candles bought from **Us** or otherwise supplied by **You**, no **Service Provider** shall under any circumstances light candles or move lit candles (except where owned and used by **Entertainers** and lit by them) and **We** shall accept no liability for any loss, damage, injury, death or cost caused by candles or the lighting thereof.

#### 11. Services Provided Outdoors

- a) Outdoor **Services** are provided at the discretion of **Service Providers** upon assessment of the conditions.
- b) Where the **Client** has failed in their responsibilities under condition 10d and/or a **Service Provider** or member of staff at the **Venue** and/or other individual with relevant authority deems in their professional opinion that conditions are unsuitable for any **Service** to take place outdoors, the **Service** shall be offered indoors. The **Client** may decline an indoor **Service** but this shall be deemed a **Cancellation** of that **Service** by the **Client** and the **Client** shall remain liable for any amount determined by conditions 3b and/or 3c and/or 3d.

#### 12. Data Protection

- a) In engaging **Us**, the **Client** consents to us collecting, processing and storing personal data in accordance with GDPR. Our Privacy Policy & Privacy Information document is available on upon request.

#### 13. Force Majeure

- a) **Service Providers** shall accept no responsibility for delays to or failure to provide Services resulting from any act beyond their control such as but not limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, government regulations superimposed after the fact, fire, power or communication line failures, computer viruses or other disasters.

14. General

- a) Under no circumstance shall **Our** liability to **You** exceed the total value of any invoice(s) associated with the **Booking Agreement**.
- b) Under no circumstance shall **Service Providers** be subject to abusive, aggressive or threatening behaviour. Should such behaviour occur, they shall inform **You** in the first instance if **You** are available and **You** shall be responsible for satisfactorily remedying the situation. Should **You** not be available or fail to remedy the situation, **Service Providers** are under no obligation to continue to provide the **Service(s)** should such behaviour towards them continue no decision made by them to terminate the **Service** shall be reason for refund or compensation.
- c) The **Parties** undertake to inform one another of any change to their contact details at the earliest practical opportunity.
- d) The **Parties** warrant that they hold all necessary knowledge, rights and permissions to enter into the **Booking Agreement**.
- e) **We** reserve the right to change these **T&Cs** at any time. We will provide **You** with notice **in writing** of any changes and they shall become effective 14 calendar days after the date of delivery of a notice letter or the date the email was sent. These **T&Cs** were last revised on 12<sup>th</sup> February, 2021.
- f) These **T&Cs** and any **Booking Agreement** formed between the **Parties** shall be governed by the laws of England and the **Parties** agree to submit to the exclusive jurisdiction of the English courts.
- g) If any provision herein is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partially illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed to be severable and the remaining provisions of this agreement and the remainder of such provision shall continue in full force and effect.
- h) These **T&Cs**, the **Booking Agreement** to which these **T&Cs** are attached and any separate specification expressly referred to in it constitute the entire understanding of this agreement and supersede all prior agreements, negotiations and discussions between the parties relating to it.

Glossary of Terms

<b>Amendment</b>	a change to a <b>Service</b> or the addition of a further <b>Service</b> to the <b>Booking Agreement</b>
<b>Booking Agreement</b>	an agreement completed by <b>You</b> listing the details of the <b>Services</b> to be provided by <b>Us</b> and forming a binding contract upon payment of a <b>Date Retainer</b>
<b>Cancellation</b>	the removal by <b>You</b> of a <b>Service</b> from the <b>Booking Agreement</b>
<b>Contractors</b>	individuals or businesses contracted by <b>Us</b> on <b>Your</b> behalf to provide <b>Services</b>
<b>Date Retainer</b>	a payment of an agreed sum from <b>You</b> to <b>Us</b> requiring <b>Us</b> to provide the sole ongoing service of ensuring availability of the <b>Service(s)</b> remain(s) in place for <b>You</b> until such time that the <b>Service</b> or an appropriate substitute has been provided or a <b>Cancellation</b> is made
<b>Entertainers</b>	shall mean any DJ, children's entertainer or performance artist such as but not limited to musicians, magicians, dancers and actors.
<b>Equipment</b>	any equipment used by <b>Service Providers</b> and items hired to <b>You</b> by <b>Us</b> as outlined in the <b>Booking Agreement</b>
<b>Fees, Fee</b>	the agreed price to be paid by <b>You</b> for <b>Services</b> ; this excludes the <b>Date Retainer</b> and can be calculated as the difference between the <b>Total Quoted Price</b> and the <b>Date Retainer</b>
<b>In Writing</b>	in writing shall mean in written form delivered only by letter or in an email to the addresses <b>Parties</b> provided in the <b>Booking Agreement</b> or subsequently provided should an address change
<b>Parties</b>	<b>You</b> and <b>Us</b> together
<b>Requests</b>	any musical request, special request, personalised service, amendment to artistic content, or personalisation of any hire item or <b>Equipment</b> requested by <b>You</b>
<b>Sale Item</b>	any item sold by <b>Us</b> into <b>Your</b> ownership; these are not a part of a <b>Booking Agreement</b> and shall be invoiced on a separate sales invoice
<b>Service</b>	any service provided to <b>You</b> under the <b>Booking Agreement</b> , except provision of <b>Sale Items</b> and any guarantee of availability offered in exchange for a <b>Date Retainer</b>
<b>Service Providers</b>	<b>Us</b> and <b>Contractors</b> together
<b>T&amp;Cs</b>	the terms and conditions listed herein
<b>Total Quoted Price</b>	the total sum of <b>Date Retainer</b> and <b>Fees</b> agreed prior to <b>Your</b> submission of the <b>Booking Agreement</b>
<b>Venue</b>	the locations(s) at which a <b>Service</b> is to be provided including buildings and their associated grounds
<b>We, Us, Our</b>	North West Weddings & Events Ltd, a limited company registered in England and Wales: company number 12118925
<b>You, Your, Client</b>	you, the individual or individual representing a business engaging our services within the <b>Booking Agreement</b>