

## Eventify Ltd - Terms and Conditions

These are the standard Terms and Conditions which apply to all Events booked with us, Eventify Ltd, a company registered in England and Wales under company number 11093981, whose registered office address is at 67 Wheatash Road, Addlestone, Surrey, United Kingdom, KT15 2ES (referred to as "we/us/our").

### 1. Definitions and Interpretation: In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Client", "You" and "Your" means the individual, firm, charity or corporate body booking an Event with us. Where an individual is entering into this Contract on behalf of another person or on behalf of a business, the individual confirms they have the authority to do so and to contractually bind that other person or business;

"Contract" means the contract formed once our Estimate has been accepted, as explained in clause 2;

"Estimate" means the proposed plan for the Event based on the brief provided by you;

"Event" means the event we are providing, as detailed in the Estimate; and

"Venue" means the premises at which the Event is to be held, and includes any part of it.

- 1.1 Each reference in these Terms and Conditions to "writing" and "written" includes emails.
- 1.2 The headings used in these Terms and Conditions are for convenience only and will have no effect on their interpretation.
- 1.3 Each reference to the singular number shall include the plural and vice versa. Each reference to any gender shall include the other gender. References to persons shall include corporations.

### 2. The Contract and the Booking

- 2.1 These Terms and Conditions govern all Events provided by us and will form the basis of the Contract between you and us. Please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.
- 2.2 All Estimates are subject to these Terms and Conditions. A legally binding Contract between you and us will be created when you accept our Estimate in writing.
- 2.3 You are responsible for the accuracy of any information submitted to us and for ensuring that our Estimate reflects your requirements. Our Estimate is based on the information in the brief provided to us. If any errors or discrepancies become evident, we reserve the right to make adjustments to it.
- 2.4 It is your responsibility to disclose anything that may be relevant to your, or any participant's, ability to take part in the Event, before accepting our Estimate. This may include, but is not limited to, access requirements.
- 2.5 Once the Contract is formed, any cancellations will be subject to clause 5 below.

### 3. The Event

- 3.1 As part of our services, we may recommend venues and/or suppliers to you. However, the ultimate decision regarding suitability of those venues and suppliers rests with you. If you decide to go ahead with a particular venue and/or supplier, a separate contractual relationship will be formed between you and them (subject to their own terms and conditions) and you will need to pay them directly for their goods and services. We cannot be held responsible for the actions or lack of actions of such third parties. Please note we may receive commission for any recommendations we make.
- 3.2 You will need to specify certain information to us when providing us with the Event brief. Certain Venues and suppliers may need confirmation of participant numbers and we will liaise with them based on the information you have given to us.
- 3.3 If you wish to change the details of the Event after accepting our Estimate, we will do our best to accommodate this but we

cannot guarantee the Venue or suppliers will be able to do so. If your requested changes mean that we will incur higher costs, we will inform you and ask you how you wish to proceed before taking any action. If additional fees are agreed, these will be payable in accordance with clause 4.

- 3.4 All participants attending the Event will need to agree to abide by any specific rules and reasonable instructions we, the Venue and suppliers may provide.

### 4. Price and Payment

- 4.1 The price of our services will be detailed within our Estimate.
- 4.2 Our standard payment terms are as follows:  
80% of our total fees are due upon acceptance of our Estimate. Bookings will not be deemed confirmed, and we will be unable to guarantee dates, until we receive this deposit in full.  
20% of our total fees are due on completion of our services.
- 4.3 You must pay to each supplier and Venue the full price for their goods and services directly in accordance with their terms and conditions, as set out in clause 3.1.
- 4.4 If the brief changes and/or extra work is required by us, we will send you a further Estimate for the additional costs as set out in clause 3.3. If you agree to this Estimate, the fees for the additional costs will be payable in accordance with clause 4.2.
- 4.5 All invoices are payable in full within 30 days from the date of invoice, without set-off, withholding or deduction.
- 4.6 All prices exclude VAT, where applicable. If the rate of VAT changes between the date of your booking and the date of your payment, we will adjust the rate of VAT that you must pay. Changes in VAT will not affect bookings where we have already received payment in full from you.
- 4.7 If you do not make payment to us by the due date, we reserve the right to stop providing our services and charge you interest on the overdue sum at the rate of 4% per annum above the Bank of England base rate. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.

### 5. Cancellations

- 5.1 If you are a consumer in the European Union, you have a legal right to a "cooling off" period within which you can cancel the Contract for any reason. This period begins once the Contract between you and us is formed, as set out in clause 2.2 and it ends at the end of 14 calendar days after that date.
- 5.2 If you wish to exercise your right to cancel under clause 5.1, you must inform us of your decision within the cooling off period. You may do so in any way you wish, however for your convenience we offer a cancellation form on our website. Alternatively, you can contact us using the contact details provided on our website. Cancellation by email or by post is effective from the date on which you send us your message. Please note that the cooling off period lasts for whole calendar days. If, for example, you send us an email or letter by 23:59 on the final day of the cooling off period, your cancellation will be valid and accepted.
- 5.3 If our services are to begin within the cooling off period you are required to make an express request to that effect. By requesting that the services begin within the 14 calendar day cooling off period you acknowledge and agree to the following:
  - 5.3.1 If the services are fully performed within the 14 calendar day cooling off period, you will lose your right to cancel after the services are complete.
  - 5.3.2 If you cancel after provision of the services has begun but is not yet complete, you will still be required to pay for the services provided up until the point at which you inform us that you wish to cancel. The amount due will be calculated in proportion to the full price of the services and the actual services already provided. Refunds, where applicable, will be issued within 14 calendar days after you inform us that you wish to

cancel, using the same payment method you used to pay us.

- 5.4 If you are not a consumer, or if you wish to cancel after the expiry of the cooling off period set out in clause 5.1, then you are required to provide us with a minimum of 3 months' notice prior to the start date for the Event. If we receive this notice, we will retain the deposit payment but no further payments will be due. If we do not receive this notice, we will retain the deposit payment and will invoice the remaining balance, which will be due in accordance with clause 4.
- 5.5 Either you or we may terminate this Contract without liability by giving written notice, if we or you:
- 5.5.1 breach the Contract in a material way and fail to remedy the breach within 14 days of being asked to do so in writing; or
- 5.5.2 go into bankruptcy, liquidation or administration, if a receiver is appointed, or if we or you cease, or threaten to cease, to carry on business.
- 5.6 If you terminate under clause 5.5, you will only be required to pay for services we have provided up until the point at which you inform us that you wish to cancel (please note that this may include charges for preparatory work that we have undertaken where we have reasonably incurred costs). These sums will be deducted from any refund due to you or, if no refund is due, we will invoice you for the relevant sums.
- 5.7 If we terminate under clause 5.5, we will invoice you for any sums due under our Estimate(s) that you have not yet paid for.
- 5.8 For the purposes of this clause 5, a breach of the Contract will be considered "material" if it is not minimal or trivial in its consequences to the cancelling party. In deciding whether or not a breach is material, no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

## **6. Our Liability**

- 6.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence (including that of our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 6.2 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 6.3 Under no circumstances will we be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 6.4 We are not responsible for damage to the Venue or for loss or damage of any personal belongings, unless caused by us.
- 6.5 Any loss or damage to our equipment, caused by you or any person attending the Event, must be paid for immediately.
- 6.6 Nothing in these Terms and Conditions seeks to limit or exclude your rights as a consumer. For full details of your legal rights and guidance on exercising them, we recommend you contact your local Citizens' Advice Bureau or Trading Standards Office.
- 7. Events Outside of Our Control (Force Majeure):** We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: failure of any third party such as the Venue or other service provider engaged by you, adverse weather, power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, fire, flood, storm, earthquake, subsidence, acts of terrorism (threatened or actual), acts of war, epidemic or natural disaster, or any other event beyond our reasonable control.

## **8. Communication and Contact Details**

- 8.1 We always use reasonable efforts to ensure that the Event is trouble-free. If, however, there is a problem with the Event, we request that you inform us at the time and we will endeavour to resolve it.
- 8.2 If you wish to contact us with questions or complaints, you may contact us by email at [enquiries@eventifyuk.com](mailto:enquiries@eventifyuk.com).
- 8.3 In certain circumstances you must contact us in writing. When contacting us in writing you may contact us by email or by pre-paid post at the address stated at the beginning of these Terms and Conditions.

## **9. How We Use Your Personal Information (Data Protection)**

- 9.1 Both parties agree that all personal information that may be collected will be collected, used and held in accordance with the provisions of the General Data Protection Regulation 2016 and any amendments to it.
- 9.2 We may use your personal information to provide the Event (which will involve passing your personal information to the Venue and any other third parties directly involved in the Event) and to process your payment. We may use your personal information to inform you of new events, offers and services available from us if you have agreed to receive such communications. You may request that we stop sending you this information at any time. We will not pass on your personal information to any other third parties without first obtaining your express permission.
- 9.3 We may also take and use photographs and videos from the Event in marketing literature, on social media and on our website. Please let us know if you do not consent to this. Any photographs and videos we take will belong to us.
- 9.4 You warrant and agree that if you pass us the personal data of any third party (including, but not limited to, any participant at the Event), you have obtained the express permission of such parties to pass their data to us. We will only collect, use and hold such data to perform our obligations under the Contract.

## **10. Other Important Terms**

- 10.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if for example, if we sell our business). If this occurs you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 10.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.
- 10.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 10.4 Any part of these Terms and Conditions found to be unlawful, invalid or otherwise unenforceable would be severed from our Contract. The validity and enforceability of the remaining parts of the Contract would not be affected.
- 10.5 If the rights under these Terms and Conditions are not exercised or enforced following a breach of contract by either party, this does not mean that either of us has waived our right to do so at a later date.

- 11. Governing Law and Jurisdiction:** These Terms and Conditions and any Contract between us will be in accordance with the laws of England and Wales and any dispute will fall within the jurisdiction of the courts of England and Wales.