**This Agreement is**

**Parties**

Between:

1. The Supplier with company number xxxx High Road, England, IG1 1TE. (“Us”)
2. [Name of Client(s)] of [Insert Address]. (“You”)

**Background**

The purpose of this Agreement is to set out the terms and conditions which bind (Party) and the You.

The Supplier provide Services at prior to and at the Event(s) to clients who are “Consumers” pursuant to the definition set out in Section 2 of the Consumer Rights Act 2015.

It is Agreed as follows:

1. **Interpretation**

The following definitions and rules of interpretation apply to these terms.

* 1. Definitions

|  |  |
| --- | --- |
| **“Booking”** | means a booking for particular Services for an Event; |
| **“Booking Confirmation Form”** | means the booking form attached to this document. |
| **“Business”** | means any business, trade, craft, or profession carried on by You or any other person/organisation; |
| **“Business Day”** | means Monday to Friday inclusive excluding bank and public holidays in England; |
| “**Consumer”** | means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to this Agreement means an individual who receives or uses Services from Us for the individual’s personal use and for purposes wholly or mainly outside the purposes of any Business; |
| **“Deposit”** | means the deposit amount stated in the Booking Confirmation Form, being on account of the Fees; |
| **“Wedding Planner”** | means Us or the person who We nominate to provide the Services for Us; |
| **“Event”** | means the party, wedding or other event arranged at which We provide the Services. |
| **“Fees”** | means the total amount payable for the Services; |
| **“Regulations”** | means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; |
| **“Services”** | means the particular planning or coordination and supervision for the Event of services provided by Us. |
| **“We/Us/Our”** | means Supplier |
| **“You/Your”** | means the individual to whom We agree to provide any Services for all or part of the Event; and |
| **“Venue”** | means the premises identified in the Booking Form at which the Event (where We are to provide the Services) is situated being any premises which You arrange to make available for the Event. |

* 1. Interpretation

1. A reference to a party includes its personal representatives, successors and permitted assigns.
2. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
3. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, descriptions, definition, phrase or term preceding those terms.
4. **Our Booking Process**
   1. You may make a booking enquiry by telephone, email or by completing our online form set out via our website. When We receive your enquiry, We will respond to let You know provisionally whether We are able to provide the requested Services that You require on the date, at the time and place required. We will then advise You of Our Fees payable based on the information you have provided to Us and you will be asked to sign our Booking Confirmation Form (attached).
   2. If you would like to proceed with booking Our Services, you will be required to confirm the same by completing and returning (by email or post) the Booking Confirmation Form within 5 calendar days.
   3. You are required to provide accurate and complete information about your Event when completing the Booking Confirmation Form. Should you fail to provide accurate and complete information, We will not be liable for any delay, non-performance or incorrect performance caused by Your failure to provide Us with accurate and complete information.
   4. If You make any further request after completing the Booking Confirmation Form regarding the Service We are to provide under this Agreement, this should be made in writing and agreed by Us in writing that it will apply to the Booking.
   5. We will not reserve or guarantee any Booking unless You have returned the Booking Confirmation Form and paid the Deposit in accordance with the below (as set out below).
   6. Your return of the Booking Confirmation Form to us and Your payment of those Deposit will be an offer to make a Booking on the terms and conditions of this Agreement for the particular Services and Event set out in the Booking Form. Whether We accept or decline that offer will be for Us to decide in Our absolute discretion.
   7. We will confirm in writing that we have accepted your Booking.
   8. credit card
5. **Amending your Booking**
   1. You may request changes to Your Booking no later than 14 days prior to the Event. We will use reasonable endeavours to accommodate any requested change, but We shall be under no obligations to do so. If We do make a change requested by You, We shall be entitled to amend the Fees as a result of the change and will notify You of any such amendment to Fees as soon as practicably possible following receipt of the request to make the change. After your request:
      1. If You accept the amended Fees, You may confirm your agreement to pay the amended Fees to Us in writing; or
      2. If you are not willing to accept the amended Fees, You may confirm to Us in writing either that You wish to:
      3. Receive the Services at the original Fees agreed and without the requested change; or
      4. Cancel Your Booking on and subject to the cancellation provisions in this Agreement.
      5. If You do not let us have any of the above confirmations within 5 business days after We notify You of the amended Fees, the Booking shall remain unchanged and We will provide the Services at the original Fee agreed and without the requested change.
6. **Payment Terms**

**Deposit**

* 1. At the time of submitting your Booking Form, you will be required to pay the Deposit.
  2. You agree that the Deposit is a fair proportion of the overall Fee used to reserve the Booking.
  3. You agree that the Deposit will be used to cover Our costs in preparing for your Event including (but not limited to) communicating with You, preparing equipment and media in preparation for the Event. For avoidance, Our work starts immediately. It is for this reason, that the Deposit is non-refundable. On this basis, you agree that this is a fair term of the Agreement.

**Payment of the balance of the Fee**

* 1. After You have paid Us the Deposit, You must pay Us the balance of the Fees in full and cleared funds by no later than 14 calendar days before the Event. If the booking is made less than 14 calendar days before the Event, You must instead pay the balance of the Fees with the Deposit when You return the Booking Form to Us.
  2. Where the clients are more than one party (for example, a couple due to get married), You agree to be jointly and severally liable to pay the full Fees as set out in the Agreement.
  3. You must pay the Fees for all Services that We fully provide to You. We reserve the right to charge interest (usually 8% plus the Bank of England base rate) on any late payments.
  4. Payment of the Fees should be paid to the advised bank Account:
  5. We reserve the right to change the prices for the variety of services we offer. For example, Our prices may increase on an annual basis to reflect the costs of Our business operations or inflation.
  6. Our Fees is calculated based on the start time and end time set out on the Booking Confirmation Form.
  7. The nature of Event and Wedding planning can be unpredictable. In the event of incurring additional time in providing the Services in excess of the Fees charged, we will charge on an hourly rate. The hourly rate of our wedding planners is £50.00. Please note, this includes the Event running into overtime (i.e. in excess of the agreed times) We will seek to give you advanced warning before spending any additional time.

1. **Cancellation**
   1. If you wish to cancel, You can do so at any time. However, you must confirm the cancellation in writing by post or email. Please note, the below cancellation charges will apply. You understand that the below cancellation charges are not intended to be punitive.
      1. 100% of the total Fees for the Services where that prior written notice of cancellation is less than 28 days before the Event.
      2. 50% of the total Fees for the Services where that prior written notice of cancellation is more than 28 days but less than 56 days.
      3. No cancellation charges will be applied should you cancel more than 56 days before the Event. However, we will still likely be able to retain the Deposit for Services completed towards your Event.
   2. You agree that We will be entitled to the above charges from any sum(s) You paid in advance of Services and We shall refund any balance to You. Where the charge under this sub-Clause exceeds any such sum(s) paid in advance, You will be liable to pay Us the difference within 7 days after You give Us prior notice to cancel the Services.
   3. If, due to exceptional circumstances including, but not limited to, illness, accidents, or bereavement affecting either You or the person for whom the Event has been arranged, or Your inability to run the Event due to non-availability of the Event Venue, You cancel the Services without giving Us at least 28 days prior notice, We will consider the circumstances and in Our discretion decide whether to waive any charge for late cancellation that We are entitled to make under the above provisions of this Clause 5.
   4. We may cancel a Booking at any time before the time and date booked for the Services in the following circumstances:
      1. We consider in our opinion that the repute of our Company maybe compromised by any aspect of the Event.
      2. We consider in our opinion that you are subject to bankruptcy or insolvency proceedings.
   5. You have not paid all of the Fees due and payable by that time. In that case, You will remain liable to Us as if, and to the same extent as You would be liable, if You had cancelled the Booking pursuant to clause 5.3.
2. **Our obligations**
   1. We shall be the sole professional planners for the Event as the Venue.
   2. Our Services involve carefully and meticulously completing pre-Event planning and/or on the Event day coordination for the Event.
   3. We will provide the Services with reasonable care and skill and in accordance with the descriptions of the Services.
   4. If the allocated wedding planner for your Event cannot provide the Services personally (e.g. due to bereavement or illness), We reserve the right to provide You with a substitute wedding planner to complete the Services.
3. **Your Obligations** 
   1. You are responsible to entering into agreements (e.g. either as principal or agent) with your suppliers directly. However, if required, we shall liaise with your suppliers to assist with the provisions the Services.
   2. Once you have selected your Supplier, you are full responsible to ensure that the services they provide meet your requirements, the price they have quoted is acceptable and the terms and conditions are acceptable.
      1. We will not be responsible for:
         1. Any interruptions to the Event which result from an act or omission of one of your Suppliers.
         2. The conduct of your guests or suppliers.
         3. Providing You with any other goods or services other than the agreed Services.
   3. You agree to allow Us to use our own images from the Event for our publicity material including but not limited to websites, exhibitions, magazines and social media.
   4. Should the Venue be more than 1 hour’s drive from Ilford, IG1, suitable accommodation should be provided for the wedding planner on the Event Date if necessary. These accommodation charges are not included within the Fees.
   5. You are required to cover the wedding planner’s reasonable travel expenses (including toll charges) on the Event date which are as follows:
      1. No charge for the first 30 miles.
      2. 45p per mile after the first 30 miles.
   6. You are recommended to take out Wedding Insurance.
4. **Postponement**
   1. In the event of wishing to postpone Your Event, You are required to write to us confirming the date to which you wish to Postpone. We are under no obligation to agree to a postponement and will be subject to Our availability. We reserve the right to charge an additional postponement fee to reflect our reasonable costs in the event of a postponement. For transparency, our usual postponement fee is £400.00.
5. **Events outside the control of the parties (also known as the Force Majeure Clause)**
   1. Force Majeure Event means any circumstance not within a party’s reasonable control including, without limitation: a) acts of God, flood, drought, earthquake or other natural disaster, b) epidemic or pandemic, c) terrorist attack, civil war or riots, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations, d) nuclear, chemical or biological contamination or sonic boom, e) any law, order, regulation, direction or any action taken by a government or public authority, f) collapse of buildings, fire, explosion or accident, g) any labour or trade disputes, strikes, industrial action or lockouts, h) non-performance of suppliers or subcontractors, i) interruptions or failure of utility service.
   2. If We are prevented, hindered or delayed in or from performing any of Our obligations under this Agreement by a Force Majeure Event, We shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations.
   3. If the event described in Clause 9.1 occurs and does or is likely to adversely affect our Performance of any obligations under this Agreement, We will inform You in writing as soon as is reasonably possible. Our Obligations will be suspended when the event occurs and any time limits We are bound by will be extended accordingly. We will inform you in writing within 14 days once the event set out in Clause 9.1 is over and may suggest an alternative date and time when We can make the Services Available. You may, without liability to Us, cancel any Services which We do not provide due to that event, and We will (subject to any deductions for work already completed in preparation for the Services) refund in full the Fees that You have paid to Us for the cancelled Services.
6. **Limitation of Liability**
   1. To the fullest extent permitted by law, We shall not be liable to You for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from the Your exercise of the rights granted to it under this Agreement.
   2. We will not be liable to You: (a) for any: economic loss; loss of profit, business, contracts, revenues or anticipated savings; loss; indirect loss/damage; or consequential loss/damage; (b) to the extent that the value of the claim is recoverable by You under the terms of any insurance policy or has been or will be made good or compensated for without cost to the You. Our aggregate liability to You under this Agreement shall not exceed a maximum of £1,000.
   3. The limitations of liability referred to in this Agreement apply to all liability including (without limitation) liability in contract, tort, negligence and liability for statements, misstatements, representations, misrepresentations and breach of statutory duty. However, nothing in this Agreement is intended to or will limit or exclude liability for death or personal injury arising from a person’s negligence or any other liability beyond the extent to which it can lawfully be limited or excluded.
7. **Miscellaneous Matters**
   1. No amendment or variation to this Agreement is valid unless in writing, signed by each party.
   2. To the extent that You provide Us with any personal information, You warrant that that personal information is accurate and complete.
   3. All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and the Data Protection Act 2018.
   4. We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your offer comprising Your return of the completed Booking Form and Your payment of the Deposit) except where that information is already apparent from the context of the transaction. We have included the information itself either in this Agreement for You to see now, or We will make it available to You before We accept Your offer. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.
   5. We always welcome feedback from You and, whilst We always use all reasonable endeavours to ensure that Your experience as Our client is a positive one, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about the Services or any other complaint about Us, please raise the matter with Us.
   6. If You make the Booking on behalf of a third party, You are responsible to ensure that the person(s) on whose behalf You make the Booking complies with all of the terms and conditions of this Agreement.
   7. No failure or delay by Us or You in exercising any rights under this Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of this Agreement means that We or You will waive any subsequent breach of the same or any other provision.
   8. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.
   9. In the event of a dispute between the parties to this Agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
   10. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that Act.
   11. This Agreement and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law ofEngland & Wales**.**

Signed by

Name:

Date:

Signed by Client:

Name:

Date:

**Booking Confirmation Form**

1. Name of Wedding Planner:
2. Our Address:
3. Full name of Client:
4. Address of Client:
5. Date of Event:
6. Start time of Event:
7. End Time of Event:
8. Venue Address:
9. Wedding Itinerary/Format:
10. Fees including VAT payable at least 14 days before the Event:
11. Deposit Amount (25%):
12. Names and contact details of all suppliers:
13. Any special requests:
14. Any additional information:

I confirm, I have read the Booking Confirmation Form and Agreement.

I agree that I understand the contents of the Agreement.

You agree that the terms of the Booking Confirmation Form and Agreement are fair.

Signed by the Client:

Dated by the Client:

Booking confirmed

Dated by the Wedding Planner: