OnFleek T&C

1. THESE TERMS

1.1 What these terms and conditions cover. These are the terms and conditions to which your Event Proposal is subject and in accordance with which we manage and supply services for the Event, as defined in your Event Proposal. Together these terms and conditions and your Event Proposal form the contract between you and us (“Contract”).

1.2 Why you should read them. Please read these terms and conditions carefully before you confirm that you are happy with the content of our Event Proposal. These terms and conditions tell you who we are, how we will provide your event to you, how you and we may change or end the Contract, what to do if there is a problem and other important information.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are OnFleek a company registered India.

2.2 How to contact us. You can contact us by calling our sales team at xxx or by writing to us at contact@onfleek.com

2.3 How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 “Writing” includes emails. When we use the words “writing” or “written” in these terms and conditions, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 How you will accept the Event Proposal. Your acceptance of our Event Proposal will take place when you sign and return the Event Proposal to us.

3.2 Your function reference number. We will assign a function reference number to your event and tell you what it is on your Event Proposal. It will help us if you can tell us the function reference number whenever you contact us about your Event.

4. YOUR RIGHTS TO MAKE CHANGES

4.1 If you wish to make a change to the Event Proposal or any element of the Event please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the event or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the Contract (see clause 7- Your rights to end the Contract).

4.2 You will have provided us with a guaranteed number of people attending your Event in the Event Proposal. You may decrease the number of people attending your Event, but we are not able to reduce the price for the Event. It is possible to increase the number of people attending but this will be subject to additional costs (see clause 14).

4.3 If you make last minute changes, for example by changing the time of a wedding ceremony, we will not be liable to you for any delays which are experienced during the Event.

5. OUR RIGHTS TO MAKE CHANGES

5.1 Minor changes to the event. We may change any aspect of the Event: (a) to reflect changes in relevant laws and regulatory requirements. (b) to implement technical adjustments; and (c) to implement any requirements or obligations stipulated by the venue, These changes will be notified to you as soon as reasonably possible prior to the Event.

5.2 More significant changes to the event and these terms and conditions. We may be required to make significant changes to the Event as a result of instructions from the venue, for example. We will notify you of such change and attempt to arrange reasonable alternatives which remain substantially within the scope of the original Event Proposal.

6. PROVIDING THE SERVICES AND EVENT

6.1 When we will provide the services. We will supply those event planning services described in the Event Proposal after the Contract has formed up to the Event Date, as defined in the Event Proposal and we will run and manage the Event on the Event Date itself, unless you end the Contract as described in clause 8 or we end the Contract by written notice to you as described in clause 10. Unless requested by you in writing, we will not start supplying any services until the “Cooling Off Period” has expired (see clause 7.3). This means we will not secure the venue with payment of a deposit unless you specifically request us to, for example.

6.2 Force Majeure and events outside our control. A “Force Majeure Event” means any circumstance not in our reasonable control including, without limitation: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) any effects arising from or in connection with an epidemic or pandemic including, but not limited to, any actions, recommendations, announcements or restrictions, related to its subject matter (whether made by a government body, authority, public health organisation or other similar official body) which affect the performance of our obligations under this Contract; (d) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (e) nuclear, chemical or biological contamination, or sonic boom; (f) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (g) any labour or trade dispute, difficulty or increased expense in obtaining workers, materials or transport, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same Group as that party). (h) collapse of buildings, fire, explosion or accident; and (i) interruption or failure of utility service.

7. YOUR RIGHTS TO END THE CONTRACT

7.1 You can always end your Contract with us. Your rights when you end the Contract will depend on how we are performing and when you decide to end the Contract: (a) If you want to end the Contract because of something we have done or have told you we are going to do, see clause   
7.2; (b) If you have just changed your mind about the Event, see clause

7.3. You may be entitled to a refund if you are within the Cooling Off Period, but this may be subject to deductions; (c) In all other cases (if we are not at fault and there is no right to change your mind), Ending the Contract because of something we have done or are going to do. If you are ending the Contract for a reason set out at (a) to (c) below the Contract will end immediately and we will refund you in full for any element of the Event 4 services which have not been provided. If we have paid monies to a third party, we will only be able to refund you to the extent that those monies are refundable. The reasons are: (a) we have notified you of a significant change to the Event and have not arranged reasonable alternatives as described in clause 5.2; or (b) we have told you about an error in the price or description of the services and Event and you do not wish to proceed; or (c) you have a legal right to end the Contract because of something we have done wrong. 7.3 Exercising your right to change your mind. For Contracts which have not been negotiated or concluded at our premises, you have a legal right to change your mind within 14 days of signing the Event Proposal. This is known as a “Cooling Off Period”. If you cancel the Contract within the Cooling Off Period and we have not commenced work on your Event, you will be reimbursed all money paid using the same method which the payment was made to us within 14 days of us receiving your notice of cancellation.

7.4 We will not commence work on the Event during the Cooling Off Period unless you expressly request that we do so either by signing the waiver in the Event Proposal or in writing, However, if you cancel the Contract, you will need to pay us for those Event services performed in the organisation of your Event, any non-refundable payments made to third parties prior to you cancelling the Contract and any payments which we are liable to pay to third parties. We may deduct this sum for money already paid to us by you and charge you for any additional sums required.

7.5 When you don’t have the right to change your mind. You do not have a right to change your mind; (a) once the Event has been completed, even if the cancellation period is still running; (b) after the Cooling Off Period has expired (see clause 7.3).

7.6 Ending the Contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 7.1), you can still end the Contract before it is completed, but you may have to pay us compensation. The Contract is completed when the Event has ended, and we have completed any post Event services detailed in the Event Proposal. If you want to end the Contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The Contract will end immediately and we will refund any sums paid by you for services not provided but we may deduct from that refund (or, if the charges exceed your advance payments, charge you) a percentage of the price of the Event as calculated in the cancellation policy detailed in the Event Proposal. This will include any payments either made to third parties and which we are unable to recover or payment which we are liable to pay to third parties.

8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND

8.1 Tell us you want to end the Contract. To end the Contract with us, please let us know by doing one of the following: (a) Phone or email. Call us on xxxx or email us at contact@OnFleek.com. Please provide your name, address, details of the Event Proposal and, where available, your phone number and email address. (b) By post. Print off the cancellation form at the end of these terms and conditions and post it to us at the address on the form. Or simply write to us at that address, including details of the Event Proposal and your name and address.

8.2 How we will refund you. We will issue any refund due to you by the method you used for payment. However, we may make deductions from the deposit, as described below.

8.3 When your refund will be made. We will make any refunds due to you as soon as possible but if you are exercising your right to change your mind during the Cooling Off Period, we will issue your refund within 14 days of you telling us you have changed your mind.

9. OUR RIGHTS TO END THE CONTRACT

9.1 We may end the Contract if you break it. We may end the Contract at any time by writing to you if: (a) you do not make payment of the deposit within 14 days of the date you sign the Event Proposal; 5 (b) you do not make any payment to us when it is due, and you still do not make payment within [7] days of us reminding you that payment is due. (c) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Event services and organise the Event; (d) you do not, or confirm that you are unwilling to, comply with any instructions issued by a third party in relation to the Event, for example the venue.

9.2 You must compensate us if you break the Contract. If we end the Contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for Event services we have not provided but we may we may deduct from that refund ( if the charges exceed your advance payments, charge you). The Contract will end immediately and we will refund any sums paid by you for services not provided but we may deduct from that refund (if the charges exceed your advance payments, charge you) a percentage of the price of the Event as calculated in the cancellation policy detailed in the Event Proposal. This will include any payments either made to third parties and which we are unable to recover or payment which we are liable to pay to third parties.

10. IF THERE IS A PROBLEM WITH THE EVENT SERVICES OR EVENT

10.1 How to tell us about problems. If you have any questions or complaints about the Event services or the Event itself, please contact us. You can telephone us on xxxx or write to us at contact@OnFleek.com

10.2 Summary of your legal rights. We are under a legal duty to supply services that are in conformity with this Contract.

11. PRICE AND PAYMENT

11.1 Where to find the price for the Event. The price of the Event and the services we provide to organise the Event (which includes VAT) will be the price indicated on the Event Proposal but is subject to increase after you confirm the number of guests (see clause 14.1). We take all reasonable care to ensure that the price of the Event advised to you is correct, but we are reliant on third parties ensuring that the price they provide us is correct.

11.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date of the Event, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

11.3 When you must pay and how you must pay. We accept payment by Bank Transfer. You must make payments in accordance with the payment schedule provided in the Event Proposal. The final payment due to us may differ from the Event Proposal if you make any changes to the Event and if you increase the number of guests . The deposit is due within 7 days of you signing the Event Proposal.

11.5 What to do if you think an invoice is wrong. If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

12.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Event services.

12.2 We are not liable for business losses. We only supply the services for domestic and private use. If you use our services for any commercial or business purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. YOUR RIGHTS

13.1 We may, at our sole discretion, refuse access to the venue to any third party service provider instructed by you if we consider that their presence will impact or affect the service and/or the Event we are providing you.

16. OTHER IMPORTANT TERMS

16.1 We may transfer this Contract to someone else. We may transfer our rights and obligations under these terms and conditions to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract.

16.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms and conditions to another person if we agree to this in writing.

16.3 Nobody else has any rights under this Contract. This Contract is between you and us. No other person shall have any rights to enforce any of its terms and conditions.

16.4 If a court finds part of this Contract illegal, the rest will continue in force. Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.5 Even if we delay in enforcing this Contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms and conditions, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.