



BLUSH & BLOSSOM EVENTS

TERMS & CONDITIONS

CHLOE PREST

*BLUSH & BLOSSOM EVENTS | UNITS 9 & 10 RYDEAN WORKS, SOUTH STREET,
NEWBOTTLE, TYNE AND WEAR, DH4 4EH*



A) Agreement

- i) The narrative proposal prepared at the consultation, is accepted by both parties as an accurate representation of the requirements and provisions to be made. It specifies the costs and services to be provided by 'Blush & Blossom Events'; it details times, dates, venues and services required.
- ii) Its content is deemed to be legally and contractually binding on both parties.
- iii) 'Blush & Blossom Events' reserves the right to cancel this contract if at any time, we feel the obligations cannot be met, liability is limited to full refund of all monies paid.

B) Services

- i) 'Blush & Blossom Events' will perform the services for the fee in accordance with the agreement.
- ii) 'Blush & Blossom Events' can, on your behalf, negotiate contracts with third party suppliers for your event, and will take reasonable care in the selection and negotiation with such third parties. All contracts negotiated in this way will be entered into between you and the individual third-party suppliers. This ensures that you have a direct contractual relationship with all of your suppliers. It is your responsibility, not that of 'Blush & Blossom Events' to ensure that you are aware and comply with all Terms and Conditions of individual third-party suppliers.
- iii) 'Blush & Blossom Events' will not be liable for any non-observance by you of any third-party suppliers contract terms.
- iv) Third party contracts, and the performance of these suppliers, is beyond control of 'Blush & Blossom Events'. While we will do everything we can to rectify any problems that may arise or occur, we cannot accept responsibility for the unsatisfactory performance of a third-party supplier.
- v) 'Blush & Blossom Events' does not purchase goods or services on your behalf. If the client makes such a request, 'Blush & Blossom Events' may, at our discretion, agree to make such a purchase. Any such purchases will be subject to an additional charge of 10% of the value of the purchase, payable in advance.

C) Terms

- i) Payments may be paid in cash, cheque or by bank transfer.

D) Deposits

- i) An initial booking deposit of 20% of the total balance due, must be paid to secure and reserve 'Blush & Blossom Events' services. Details of this amount are specified in the narrative proposal. This is a reservation deposit and as such non-refundable.
- ii) A further 30% of your final balance is required at the halfway point between your booking date and event date, this is to cover services rendered to this point.
- iii) Your final balance is to be paid 10 weeks before your event date.

E) Postponement

- i) If the original reserved event date is changed and advanced by more than 6 months and the final balance has not been paid, we will require a further 20% reservation fee to secure and reserve the new advanced event date. This 20% sum will then be deducted from your final balance, it is not an additional cost.

- ii) We will make every effort to accommodate your new date if the original date is postponed, however, if we are unable to operationally accept the new date, this situation will be deemed and handled as a cancellation of the original agreed contract.

F) Budget & Fees

- i) The Budget will be set following consultation with the Client. If, during the planning process, you require additional planning services to those detailed in the invoice, a separate written agreement will be entered into in accordance with paragraph A(i).
- ii) 'Blush & Blossom Events' Fee will be payable by the Client in accordance with the terms set out on the invoice.
- iii) Invoices submitted by the 'Blush and Blossom Events' to the Client, must be paid in full, cleared funds, within 10 working days of the date of the invoice. The Client acknowledges that each payment made under these terms is non-refundable.
- iv) If the Client does not pay 'Blush & Blossom Events' on the invoice due date, we may:
 - a) charge interest on the sum outstanding for payment at the annual rate payable on the late payment of commercial debts, accruing on a daily basis until payment is made, and
 - b) withdraw the supply of all Services until such time as payment and interest has been made in full and
 - c) require payment of all future sums due under this agreement as a condition of the recommencement of Services.
- vi) If 'Blush and Blossom Events' attendance at your event necessitates an overnight stay, related accommodation costs and basic subsistence will be charged back to you up to a reasonable limit of £100 per night.

G) Client Responsibilities

- i) You agree to co-operate fully with 'Blush & Blossom Events' and to make yourself available for all necessary decision-making concerning the planning of your event (see clause (Aiii))

H) Data Protection

- i) 'Blush & Blossom Events' will require and hold only the minimum amount of personal data from you in respect of your event and for their own accounting purposes. You agree that 'Blush & Blossom Events' may pass personal data to potential suppliers where appropriate. 'Blush & Blossom Events' will not be held responsible for the way in which these suppliers store and use your personal data.
- ii) 'Blush & Blossom Events' will be as discreet about your event arrangements as is reasonably possible. You accept that total secrecy is impossible given the need for us to contact potential suppliers and make arrangement on your behalf.
- iii) 'Blush & Blossom Events' reserves the right to use photographs of your event for our professional portfolio and website.

I) Cancellation

- i) In the unlikely event that you wish to cancel the 'Blush & Blossom events' services, you must give us at least 12 weeks' notice prior to your event date or the date of services to be rendered. Upon receipt of a letter of cancellation, and following settlement of all outstanding balances for work completed prior to the cancellation, we will provide you with all relevant information in our possession regarding your event.

ii) Any cancellation received by 'Blush & Blossom Events' less than 12 weeks prior to your event date or the date of services to be rendered will be subject to the settlement of the unpaid balance of 'Blush & Blossom Events' fee. All relevant information in our possession relating to your wedding will be released on receipt of this payment.

iii) 'Blush & Blossom Events' reserves the right to terminate this agreement in exceptional circumstances (including but not limited to ill health, bereavement) and will not be liable for any failure to perform the Services or delay in performance of the Services in the event of Force Majeure or in the unlikely event that the relationship with the Client is rendered unworkable in the opinion of 'Blush & Blossom Events'. 'Blush & Blossom Events' will terminate the agreement in writing, giving 4 weeks' notice. We will release all relevant information pertaining to your event upon settlement of all unpaid invoices issued prior to termination.

J) Limitation of Liability

i) The entire financial liability of 'Blush & Blossom Events' to the Client is contained in this clause (including any liability for the acts or omissions of its employees, agents and sub-contractors) in respect of:

- a) any breach of this agreement;
- b) any use made by the Client of the services; and
- c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement and
- d) any other matter or thing.

ii) Nothing in this clause limits or excludes the liability of 'Blush & Blossom Events':

- a) for death or personal injury resulting from negligence; or
- b) for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by the Wedding

iii) Subject to conditions Jii) and Jiii) 'Blush & Blossom Events' shall not be liable for:

- a) loss of anticipated savings; or
- b) loss of goods; or
- c) loss of contract; or
- d) loss of use; or
- e) loss or corruption of data or information; or
- f) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

(iv) 'Blush & Blossom Events' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall (unless you take advantage of the offer to endeavour to arrange insurance in paragraph (iv) of this clause J) be limited to the price paid for 'Blush & Blossom Events' services.

K) Venue and Location Limitations

i) 'Blush & Blossom Events' is limited by the rules and guidelines of the location/venue and site management. Negotiation with the officials for moderation of guidelines is the responsibility of the client; we will offer technical recommendations only.

L) General

i) No changes to this Agreement, or to any of the documents referred to in them, will be valid unless either

A – it is in writing and signed by or on behalf of each of the parties or

B – it is a change to this Agreement which is reasonably requested by ‘Blush & Blossom Events’ in order to comply with any applicable legal or safety requirements (and if such change in the reasonable opinion of ‘Blush & Blossom Events’ requires an adjustment to the Budget or ‘Blush & Blossom Events’ fee then You and We will negotiate in good faith to agree such adjustment.

ii) This agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be exclusively governed by, and construed in accordance with, the law of England and Wales.

iii) If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

iv) If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

v) You will not, without the prior written consent of ‘Blush & Blossom Events’, assign, transfer, subcontract, declare a trust of or deal in any manner with all or any of its rights or obligations under the Agreement.

vi) We may at any time assign, transfer, or subcontract, all or any of the rights of ‘Blush & Blossom Events’ under this Agreement and may subcontract or delegate in any manner any or all of the obligations of ‘Blush & Blossom Events’ to You to any third party or agent.

vii) Each party that has rights under this Agreement is acting on its own behalf and not for the benefit of another person. A person who is not a party to this Agreement shall not have any rights under or in connection with it.

viii) Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by, recorded delivery to the other party.

ix) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address shown on the invoice or, if sent by recorded delivery, at 9.00 am on the second Business Day after posting.

Chloe Prest (Proprietor)

Blush & Blossom Events

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