

UPTOWN - TERMS AND CONDITIONS

1. Definitions

- 1.1 'Uptown Events' means Uptown Events Limited
- 1.2 'Client' means any individual, firm or body corporate which makes a booking with Uptown Events
- 1.3 'Function' means the event or events which is / are the subject of the booking contract.

2. General

- 2.1 All quotations made and bookings accepted are made subject to the following terms and conditions and no addition to or variation of such terms and conditions shall be binding unless agreed by Uptown Events in writing. For removal of any doubt, the placing of a booking with Uptown Events shall constitute unqualified acceptance of such terms and conditions.
- 2.2 For the removal of any doubt, the Client acknowledges that any contract or agreement entered into by Uptown Events with any other body corporate or firm or individual whatsoever, for the provision by it or them of facilities or services in connection with Uptown Events services, shall be entered into by Uptown Events as agent for the Client.

3. Terms and Conditions of the Booking

- 3.1 Bookings are only secured on receipt of written confirmation or a signed booking agreement.
- 3.2 Payment is due in two parts, £500 minimum or 25% deposit (whichever is higher upon booking the function, which is non-refundable, and the balance to be paid 14 days prior to the function.
- 3.3 Should the Client wish to cancel the booking at any stage between 90 and 30 days prior to the function, the Client shall be liable for 75% of the total contract price. Should the Client cancel the booking within 30 days of the date of the function, the Client shall be liable for the full contract price, unless otherwise agreed by Uptown Events in writing.
- 3.4 Any equipment damaged by the negligence of the Client, the venue or the guests, will be chargeable to the Client.
- 3.5 Uptown Events reserves the right to make changes to the production specification in the interest of improving the overall event design.
- 3.6 Uptown Events reserves the right to cancel or suspend the provision of the agreed facilities and services if the payment dates are not adhered to.
- 3.7 Uptown Events can accept no responsibility for personal injury caused to Clients or their guests save through negligence of Uptown Events, its suppliers or agents.
- 3.8 Uptown Events shall not be held responsible for equipment failure or any damage caused to the function room or its premises.
- 3.9 Uptown Events reserves the right to sub-contract equipment for specialist requirements.
- 3.10 Whilst every effort will be made to ensure the provision of the services detailed in the Contract, Uptown Events can not be held responsible for shortcomings or conditions which may effect the event under outside their control eg weather, acts of terrorism, fire etc.
- 3.11 The function room must be accessible at least 3 hours before the start of the function, unless otherwise agreed in writing.
- 3.12 A suitable power supply must be available.
- 3.13 The Client, caterer, or venue must provide an adequate meal to all the Staff of Uptown Events and its sub-contractors.
- 3.14 In the event of a function being held in a residential area, Uptown Events require the Client to advise the residents, council and other parties concerned of possible noise pollution. Uptown Events will not be liable for any resulting complaints or related fines.
- 3.15 In the event of a function being held in London, Uptown Events require the Client to cover ALL parking expenses.
- 3.16 Uptown Events requires written notice of guests who have a medical condition that may be affected by the specialist lighting and effects.
- 3.17 Uptown Events does not accept any responsibility if for any unforeseeable reason eg illness, death of close relative etc the DJ as named in the contract cancels or is unable to complete the booking. If this situation occurred, Uptown Events would make all reasonable endeavours, if practical, to find a suitable replacement.

4. Limitation of Liability

- 4.1 Uptown Events shall not be liable to the Client for failure to provide the booking or failure to complete the booking, if such failure is due to circumstances beyond the reasonable control of Uptown Events including (but not limited to) act of God, war and/or terrorism, lock-out, industrial action, fire, flood, drought, tempest, mechanical or technical breakdown, or the suspension or cancellation of an event by third parties.
- 4.2 In the event that the Client shall have a claim against Uptown Events in relation to bookings not supplied by Uptown Events under the Contract, Uptown Events' liability shall be limited to the amount of the price paid by the Client for such booking and shall not extend to any consequential loss of damage suffered and Uptown Events' liability under this condition 4.2 shall be in lieu of and to the exclusion of any other liability to the Client whatsoever provided always that nothing contained in the condition 4.2 shall exclude any liability of Uptown Events for the death or personal injury suffered by the Client due to the negligence on the part of Uptown Events or its employees.
- 4.3 In the event that the Client shall be dissatisfied with or have any complaint against Uptown Events in relation to any goods or services supplied by Uptown Events under the contract the Client must notify Uptown Events in writing of the dissatisfaction or complaint within seven days of the function concerned. Failure to comply with this condition 4.3 shall debar the Client from making any claim against Uptown Events at a later date save for a claim relating to death or personal injury suffered by the Client due to negligence on the part of Uptown Events or its employees.
- 4.4 The Client agrees that the limitation of liability in this condition 4.0 is fair and reasonable.