

**Uptown Events Limited
Terms and Conditions**

1. **Definitions**

In this Contract (unless the Contract otherwise requires), the following words shall have the following meanings:

Uptown Events means Uptown Events Limited company number Company number 05812847 whose registered office 21 Daws Lane, London, NW7 4SD.

Client means any natural person, corporate or unincorporated body (whether or not having separate legal personality) contracting for the use of the Services.

Booking means the request and confirmation of the Services.

Booking Contract means the Booking Contract signed by the parties which sets out specific details of the booking of Services by the Client.

Commencement Date means the Contract shall come into effect upon receipt by Uptown Events of a signed contract from the Client or on the first date on which Uptown Events provides the Services, whichever is the earlier.

Conditions means these terms and conditions, as amended from time to time by Uptown Events.

Contract means these Conditions and the Booking Contract.

Data Protection Legislation means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

Event means the occasion for which the Services are required.

Price means the price specified in the Booking Contract.

Services means the services to be provided by Uptown Events as set out in the Booking Contract.

UK Data Protection Legislation: any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

Venue means the place in which the Event is taking place.

2. In this Contract the following rules apply:

- a) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under the statute or statutory provision, as amended or re-enacted;
- b) Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- c) Reference to "writing" or "written" includes faxes and emails.

Booking

3. The Booking Contract is made subject to the following Conditions and no addition to or variation of such terms and conditions shall be binding unless agreed by Uptown Events and the Client in writing.
4. Entering into a Contract with Uptown Events shall constitute the Client's unqualified acceptance of the Conditions.
5. The Client shall ensure that the terms and specifications in the Booking Contract are complete and accurate.
6. For the avoidance of doubt, the Client's standard terms and conditions (if any) attached to, enclosed with, or referred to in the Booking shall not govern the Contract and these Conditions shall prevail over any other conditions previously published by Uptown Events in respect of the Services and these Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.
7. The Contract shall come into effect upon receipt by Uptown Events of a signed contract from the Client or on the first date on which Uptown Events provides the Services, whichever is the earlier (the Commencement Date). Notwithstanding the foregoing, Uptown Events reserves the right to refuse to supply the Services until such time as it has received a signed contract from the Client.

8. Where any specific terms and conditions of the Venue are to prevail over these Conditions these will be referred to clearly in writing on the Booking Contract.

Payment

9. Payment is to be made as per the Booking Contract.
10. Uptown Events reserves the right to cancel or suspend the provision of the Services if the payment dates specified in the Booking Contract are not adhered to.
11. Where a deposit is requested on the Booking Contract, for the avoidance of doubt this deposit is non-refundable.
12. In consideration of the provision of the Services, the Client hereby agrees to pay the Price to Uptown Events together with any VAT eligible in respect thereof at the prevailing rate at the tax point date.
13. Uptown Events has the right to adjust the Price where any additional services are requested by the Client after the Commencement Date. Written notification of any Price changes will be made by Uptown Events to the Client as soon as possible.

Practical Requirements for the Event

14. The Venue must be accessible for the set up at least 3 hours before the start of the Event, unless otherwise agreed in writing.
15. A suitable power supply must be available.
16. The Client is responsible for ensuring the provision of an adequate meal to all the members of staff of Uptown Events and its sub-contractors at the Event.
17. Where the Event is being held in a residential area, Uptown Events requires 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.
18. Where relevant Uptown Events requires the Client to cover reasonable, properly incurred and documented parking expenses.
19. Uptown Events requires written notice of guests who have a medical condition that may be affected by the specialist lighting and effects.
20. Where Uptown Events are contracting a Venue on behalf of the Client, any increase to the contracted bedroom numbers, delegate numbers and meal covers must be confirmed in writing to Uptown Events and are automatically subject to the terms and conditions of the Contract.
21. Upon prior consultation with and written agreement of the Client, Uptown Events reserves the right to make changes to the production specification referred to in the Booking Contract in the interest of improving the overall design of the Event.
22. Uptown Events has the right to refuse entry to guests exceeding the maximum capacity of the Venue.

Cancellations and Force Majeure

23. If the Client cancels the Booking at any stage after the Commencement Date, if this is between 90 and 30 days prior to the Event, the Client shall be liable for 90% of the total Price.
24. If the Client cancels the Booking within 30 days of the date of the Event, the Client shall be liable for the full contract price, unless otherwise agreed by Uptown Events in writing.
25. If the Client cancels the Event more than 90 days before the Event, the Client will be liable for the deposit, or 40% of the minimum total cost, whichever is the greater.
26. If the Booking Contract becomes impossible to perform by either party for any reason such as (but not limited to) acts of God, war, government regulations, disaster, acts of terrorism, fire, flood, industrial action, strikes, civil disorder, mechanical or technical breakdown, curtailment of transportation facilities (which prohibit 25% or more of the Clients guests from attending the Event), the suspension or cancellation of the Event by third parties or other situations making it illegal or impossible to provide the Services, the Booking Contract may be terminated by any one or more of such reasons by written notice from one party to the other. If for any reason referred to in this clause the Event is cancelled or postponed, the Client shall be liable for all payments made or due to third parties under the terms of this Contract and shall indemnify Uptown Events in relation to the same, provided that Uptown Events agrees to use reasonable endeavours to mitigate any such costs.

Third Parties

27. Uptown Events reserves the right to sub-contract equipment for specialist requirements.

28. If Uptown Events is required to sub-contract the provision of any part of the Services, it shall issue a written confirmation to the Client for the Client's approval and Uptown Events shall have the right, acting as an agent of the Client, to bind the Client contractually to all approved sub-contractors. As Uptown Events will be acting as an agent in relation to the provision of the Services, it will not be liable to any third party suppliers for payment.

Insurance

29. Uptown Events has public and products liability insurance, however no other type of insurance is included or implied, including but not limited to event cancellation insurance. Any Client requiring any additional cover should contact its own professional advisers.

Limitation of liability

30. Uptown Events will not be responsible for death or personal injury caused to the Client or their guests save through negligence on the part of Uptown Events or its employees.
31. The entire liability of Uptown Events in connection with the Booking Contract whether for negligence, breach of contract, misrepresentation or otherwise, is limited to an amount equal to the Price.
32. The liability of Uptown Events in connection with the Contract whether for negligence, breach of contract, misrepresentation or otherwise, will not extend to any special, indirect or consequential damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the Client has advised Uptown Events of the possibility of those losses, or if they were within Uptown Events' contemplation.
33. The Client shall indemnify, keep indemnified and hold Uptown Events harmless from and against all claims, actions, damages, liabilities and costs (including professional fees) which may be brought against or incurred or suffered by Uptown Events, its employees or agents in connection with the Services which arise as a result of or due to the actions, omissions, or negligence of the Client, its employees or agents or others whom it is responsible.
34. Uptown Events gives notice that all arrangements for transport or for any other services, are made by them as agents, upon the express condition that they shall not be liable for any injury, damage, loss, accident, delay or irregularity howsoever caused which might occur due to the act, omission fault or negligence of any suppliers or subcontractors engaged in carrying out contracted arrangements for the Client.
35. Where the Booking Contract refers to a named Event Manager or DJ Uptown Events does not accept any responsibility if for any unforeseeable reason for example due to, but not limited to, illness, bereavement or otherwise the Event manager or DJ is unable to attend the Event. If this situation arises Uptown Events will make all reasonable endeavours. if practical, to find a suitable replacement.
36. In the event that the Client shall have a claim against Uptown Events in relation to services which are not supplied by Uptown Events under the Contract but are supplied by named third parties, Uptown Events' liability shall be limited to the amount of the price paid by the Client for such services and shall not extend to any consequential loss of damage suffered and Uptown Events' liability under this condition shall be in lieu of and to the exclusion of any other liability to the Client whatsoever provided always that nothing contained in this clause 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.
37. Whilst best efforts will be made to ensure the provision of the Services as detailed in the Booking Contract, Uptown Events cannot be held responsible for shortcomings or conditions which may affect the Event or any part of it which are outside its control for example but not limited to acts of God, acts of terrorism, fire, etc.
38. Uptown Events will not be held responsible for equipment failure or any damage caused to the Venue, its function room or its premises.
39. Uptown Events will not accept any responsibility for any items lost or stolen during the course of the Event.

Damage

40. Any damage to the Venue or its contents including equipment cause by the negligence of the Client, its representatives, guests, attendees, delegates or employees or any representative or employee of the Venue shall be chargeable to the Client.

Complaints

41. 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 fourteen days of the Event concerned. Failure to comply with this condition 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.

Data Protection

42. Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 42 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In these clauses 42 to 47, Applicable Laws means (for so long as and to the extent that they apply to each party) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.
43. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and Uptown Events is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). Uptown Events' GDPR Privacy Policy sets out the scope, nature and purpose of their processing, the duration of their processing and the types of personal data ('Personal Data' as defined in the Data Protection Legislation) and the categories of Data Subjects. Sensitive Personal Data is as defined in the Data Protection Legislation and includes a Data Subject's religious data or data in relation to any disability or illness. A copy of Uptown Events' GDPR Privacy Policy is available on request by e-mailing: anna.phillips@uptownevents.co.uk.
44. Without prejudice to the generality of clause 42, the Client will ensure that it has all the necessary appropriate consents and notices in place from Data Subjects and/or individuals to enable the lawful transfer of any of their Sensitive Personal Data to Uptown Events for the duration and purposes of this agreement.
45. Without prejudice to the generality of clause 42, Uptown Events shall, in relation to any Personal Data processed in connection with the performance by Uptown Events of its obligations under this agreement:
 - 45.1 process that Personal Data only on the written instructions of the Client unless Uptown Events is required by Applicable Laws to otherwise process that Personal Data. Where Uptown Events is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Uptown Events shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Uptown Events from so notifying the Client;
 - 45.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 45.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - 45.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - 45.5 the Client or Uptown Events has provided appropriate safeguards in relation to the transfer;
 - 45.6 the data subject has enforceable rights and effective legal remedies;
 - 45.7 Uptown Events complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 45.8 Uptown Events complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
 - 45.9 assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 45.10 notify the Client without undue delay on becoming aware of a Personal Data breach;
 - 45.11 at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - 45.12 maintain complete and accurate records and information to demonstrate its compliance with this clause 45.
46. Either Party may, at any time on not less than 30 days' notice, revise these clauses 42 to 47 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
47. The Client agrees that Uptown Events may need to process Personal Data and/or Sensitive Personal Data of Data Subjects and/or Individuals related to the Client in order for Uptown Events to fulfil a legitimate business interests and to fulfil their obligations to the Client under this agreement.

Severability

48. In the event that any of the Conditions are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the rest of the Conditions.

Choice of Law

49. The Contract will be governed by English Law and both parties will submit to the exclusive jurisdiction of the English Courts.

Exclusion of Contracts (Rights of Third Parties) Act 1999

50. Save as expressly provided, none of the provisions to this agreement are intended to or will operate to confer any benefit (pursuant to the Contracts Rights of Third Parties Act 1999) on a person or entity who is not named in this agreement.