

# Impress Events Ltd Terms and Conditions (19 January 2019 - 22 March 2023)

## 1) Payments

- 1.1 The Booking must be discussed, quoted and agreed to by Impress Events Ltd and the Deposit must be paid. Any Deposit is not refundable.
- 1.2 The Deposit and remaining balances are to be paid via Bank Transfer.
- 1.3 The Client will be invoiced for the Total Fee as agreed with Impress Events. The Total Fee is to be paid in full no later than 30 days prior to the Event Date, unless otherwise agreed in writing.
- 1.4 Impress Events Ltd will exercise our statutory right to claim interest (at 8% over the Bank of England base rate) and compensation for debt recovery costs under the Late Payment legislation if we are not paid according to our agreed payment terms. In addition to this, invoices which fall more than 30 days overdue will be subject to an additional £50 admin fee, chargeable on the 30th day that the invoice is overdue.

## 2) Variations

- 2.1 Any variation to the original Booking must be agreed upon via written communication.
- 2.2 Any changes to The Performance will be subject to these Terms and Conditions.
- 2.3 In the event that Impress Events is unable to complete the full performance duration due to a delay in the start of the performance schedule, where such delay is no fault of his, The Client shall remain liable to pay the full Total Fee.
- 2.4 Impress Events is not obligated to extend any performance (further than the Finish Time) that has started late due to the Client's or Venue's actions.
- 2.5 Should Impress Events be requested by The Client to extend the length of the performance past the agreed Finish Time, an additional fee will be discussed and charged, this must be paid in cash before the extension commences.
- 2.6 Shall The Client wish to make further bookings or regular bookings, these terms will be adopted by any consequential bookings confirmed in writing, unless new terms are agreed also in writing.

## 3) Cancellation

- 3.1 This Booking takes the event date off Impress Events' availability calendar preventing any other booking from being made. Planning and preparation may commence immediately. This makes the deposit non-returnable unless Impress Events is at fault. In the event that The Client cancels a Booking they will be liable to pay cancellation charges as follows:
  - i) Cancellation made more than 180 days prior to the Event Date: Impress Events will retain the Deposit.
  - ii) Cancellation made within 91-180 days prior to the Event Date: 50% of the Total Fee.
  - iii) Cancellation made within 90 days prior to the Event Date: 100% of the Total Fee.
- 3.2 Cancellation fees must be paid by The Client within 28 days of the cancellation being made.

## 4) Venue

- 4.1 If the Venue provided by The Client is unable to accommodate Impress Events for any reason and they are unable to perform, for this reason, The Client will be liable for cancellation charges as outlined in s.3.
- 4.2 Impress Events is obliged to follow any rules and restrictions put in place by the Venue; such as sound limiters, smoke or haze machines prohibition, music cut-off times and sound restrictions.

## 5) Behaviour

- 5.1 The Client is responsible for the behaviour of their guests and visitors to their event. The Client agrees that if an Impress Events employee or anyone acting on its behalf is threatened or abused verbally or physically by anyone present at the performance then they will be entitled to not perform, without penalty. All Fees will remain payable by The Client. It is the responsibility of The Client to resolve the issue.
- 5.2 The Client is liable for any damages to, or theft of, Impress Events equipment as a result of actions by The Client, The Client's guests or visitors. The Client is liable to pay for any repairs or replacements as a result of damages or theft. It is then The Client's responsibility to organise and seek reimbursement from the person(s) responsible, should they wish to do so.

## 6) Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

## 7) Unforeseen Circumstances

In the event of any unforeseen circumstances prevents Impress Events from attending the event. They will:

- i) Inform The Client as soon as reasonably practicable.
- ii) Use reasonable endeavours to arrange a mutually agreeable substitute for the event, for which The Client will be responsible for payment of replacement act less any sums already paid to Impress events.
- iii) If Impress Events is unable to attend or fulfil the obligations of this contract that are reasonably within the control of Impress Events a full refund will be given.

## 8) Force Majeure

Impress Events will not be liable for failing to attend a booking, where the reason for non-attendance or late arrival is caused by a Force Major or unavoidable circumstances deemed beyond its control. Impress Events will not be held responsible for any consequential loss whatsoever.