

## MON BLEU EVENTS LIMITED – TERMS AND CONDITIONS OF BUSINESS

### Where to find information about us and our Products

You can find everything you need to know about us, MON BLEU EVENTS LIMITED (Company Number 16954184) (the **Company** or **we, our, or us**), and our services on our website or from our staff before you order. We provide event management services, including venue sourcing, supplier coordination, guest list management, and on-site delivery. We will also confirm the key information to you in writing before or after you order, either by email or on paper. Our registered office is at 167-169 Great Portland Street, 5th Floor, London, England, W1W 5PF.

### We do not give Business Clients all the same rights as consumers

For example, Business Clients cannot cancel their orders in the same way as consumers, Business Clients have different rights where there is a problem with our Products and we do not compensate them in the same way for losses caused by us. Where a term applies just to businesses or just to consumers, this is clearly stated. You are a business customer if you are buying Products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

### Definitions

<b>"Booking Confirmation"</b>	means the written confirmation issued by the Company to the Client confirming acceptance of the Client's booking for an Event and the formation of a binding contract between the parties.
<b>"Business Client"</b>	means a Client who is not a Consumer Client.
<b>"Client" or "you"</b>	means the person, firm, company, or other entity that contracts with the Company for the provision of Services, whether acting as a consumer or as a business.
<b>"Consumer Client"</b>	means a Client who is an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft, or profession.
<b>"Digital Content"</b>	means data produced and supplied in digital form, which may include but is not limited to event applications, digital invitations, interactive displays, audio-visual presentations, recorded content, and any other digital materials provided in connection with an Event.
<b>"Event"</b>	means any occasion, function, gathering, or celebration planned, organised, coordinated, or executed by the Company for the Client, including but not limited to:  (a) corporate events, conferences, seminars, and business meetings;  (b) dinners, galas, and award ceremonies;  (c) exhibitions, trade shows, and brand activations;  (d) away days, team-building events, and corporate hospitality;

	<p>(e) Christmas parties and seasonal celebrations;</p> <p>(f) private parties, weddings, and civil partnership celebrations;</p> <p>(g) birthday parties, anniversaries, and personal celebrations; and</p> <p>(h) any other event as agreed between the Company and the Client in writing.</p>
<b>“Event Date”</b>	means the date or dates on which the Event is scheduled to take place, as confirmed in writing between the Company and the Client.
<b>“Goods”</b>	means any physical items supplied by the Company to the Client in connection with an Event, which may include but are not limited to party favours, table decorations, signage, printed materials, gifts, and other tangible items. For the avoidance of doubt, Goods does not include food, beverages, or other consumables, which shall be supplied by Suppliers engaged by the Company on behalf of the Client.
<b>“Products”</b>	means the Services, Goods, and/or Digital Content (or any combination thereof) supplied or to be supplied by the Company to the Client in connection with an Event.
<b>"Services"</b>	<p>means the event planning and/or event management and related services provided by the Company to the Client, which may include any or all of the following:</p> <p>(a) event concept development, planning, and design;</p> <p>(b) venue sourcing, selection, and liaison;</p> <p>(c) the engagement, coordination, and management of Suppliers on behalf of the Client;</p> <p>(d) guest list management and administration;</p> <p>(e) the collation and communication of dietary requirements and allergen information to catering Suppliers;</p> <p>(f) budget preparation, management, and reconciliation;</p> <p>(g) the provision or arrangement of hired staff, including event managers, coordinators, and front-of-house personnel;</p> <p>(h) bespoke event design, styling, and creative direction;</p> <p>(i) logistics coordination, including delivery schedules and site access arrangements;</p> <p>(j) on-site event delivery, management, and supervision from set-up to breakdown; and</p>

	(k) any other services as agreed between the Company and the Client in writing.
<b>“Suppliers”</b>	<p>means any third-party contractors, vendors, or service providers engaged by the Company to provide goods, services, or Digital Content in connection with an Event, which may include but are not limited to:</p> <p>(a) venue operators and hire companies;</p> <p>(b) caterers and beverage suppliers;</p> <p>(c) audio-visual, technical, and production companies;</p> <p>(d) performers, entertainers, and musicians;</p> <p>(e) florists and floral designers;</p> <p>(f) creative designers, stylists, and decorators;</p> <p>(g) photographers and videographers;</p> <p>(h) transport and logistics providers; and</p> <p>(i) any other suppliers as may be required for the proper execution of an Event.</p>
<b>“Total Event Cost”</b>	means the total price payable by the Client for the Services, Goods, and any other items or charges agreed between the Company and the Client, as set out in the Booking Confirmation or as subsequently varied by written agreement between the parties.

**When you buy from us you are agreeing that:**

- We only accept orders when we have checked them.
- Sometimes we reject orders or Events.
- We charge interest on late payments.
- We pass on increases in VAT.
- We are not responsible for delays outside our control.
- Products can vary slightly from their pictures.
- You are responsible for making sure any measurements you provide are accurate.
- We charge you if you do not give us information we need or do preparatory work as agreed with us to prepare or progress an Event or Goods.

- If you are a Consumer Client and you placed an order for Products online or over the telephone, you have a legal right to change your mind .
- You can end an on-going contract.
- You have rights if there is something wrong with your product.
- We can change these terms in certain circumstances.
- We can suspend supply (and you have rights if we do).
- We can withdraw Products.
- We can end our contract with you.
- We do not compensate you for all losses caused by us or our Products.
- We use your personal data as set out in our Privacy Notice.
- You have several options for resolving disputes with us.
- Other important terms apply to our contract.

#### **If you are a Business Client this is our entire agreement with you**

If you are a Business Client these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

#### **We only accept orders when we have checked them**

We contact you to confirm we have received your Event booking and then we contact you again to confirm we have accepted it by issuing a Booking Confirmation, usually in the format of an order form. You do not have a legally binding contract with us until we have issued a Booking Confirmation in this way.

#### **Sometimes we reject orders**

Sometimes we reject orders, for example, because a product is unexpectedly out of stock, because a credit reference we have obtained is unsatisfactory, because we cannot verify your age (where the product is age-restricted), because you are located outside the UK or our delivery areas, as stated on our website, or because the product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

#### **We charge you when we accept your order**

Typically, payment of 30% of the Total Event Cost is due on Booking Confirmation; a further 30% is due 12 weeks prior to the Event Date; the balance is due 30 days prior to the Event Date. Where payment is due to a Supplier in advance of the Total Event Cost being settled in full, we will require you to pay such sums in advance to cover those Supplier costs. We will notify you of any such advance payment requirements as soon as reasonably practicable.

However, for some Products we take payment at regular intervals, as explained to you during the order process. If your Product is Goods (rather than Digital Content or Services), you will own it once we have received payment in full.

### **Sub-contracting and use of suppliers**

1. We have the right to sub-contract all or any part of our obligations under this contract to third-party Suppliers without the prior consent of the Client.
2. Without limiting the generality of paragraph 1 above, the Company may engage Suppliers to provide any of the following in connection with an Event:
  - (a) venue hire and related services;
  - (b) catering, food, and beverage services;
  - (c) audio-visual, technical, and production services;
  - (d) entertainment, performers, and musicians;
  - (e) floral design and decoration;
  - (f) photography and videography;
  - (g) transport and logistics;
  - (h) onsite staff; and
  - (i) any other Products reasonably required for the proper execution of the Event.
3. The Company shall use reasonable care and skill in the selection of all Suppliers engaged on behalf of the Client.
4. All Suppliers engaged by the Company shall be required to hold appropriate public liability insurance and, where applicable, to maintain current risk assessments and method statements for their activities.
5. The Company shall remain responsible to the Client for the overall coordination and delivery of the Event, but the Company's liability in respect of any Products provided by a Supplier shall be limited to:
  - (a) the exercise of reasonable care and skill in the selection and instruction of that Supplier; and
  - (b) using reasonable endeavours to assist the Client in pursuing any claim against the Supplier in respect of defective Products.
6. The Client acknowledges that food, beverages, and other consumables shall be supplied by Suppliers engaged by the Company, and the Company shall not be liable for any defect, contamination, or allergen-related incident arising from such consumables unless caused by the Company's failure to appropriately communicate dietary or allergen information provided by the Client to the relevant Supplier.
7. Where a Supplier fails to perform its obligations or becomes unable to provide Products for reasons beyond the Company's control, the Company shall use reasonable endeavours to source an alternative Supplier, but shall not be liable for any delay, diminution in quality, or additional cost arising from such substitution.

### **If you are a Business Client you have no set-off rights**

If you are a Business Client you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

### **Cancellation by Business Clients**

1. This clause only applies where the Client is a Business Client. Consumer Clients have separate cancellation rights as set out elsewhere in these terms.
2. The Client acknowledges that in order to plan and deliver an Event, the Company incurs significant costs, makes commitments to Suppliers, and reserves resources which cannot easily be reallocated. The cancellation charges set out in this clause reflect a genuine pre-estimate of the loss and damage that the Company would suffer in the event of cancellation.
3. A Business Client may cancel a confirmed booking by giving written notice to the Company. Any such cancellation shall be subject to the following cancellation charges:
  - (a) Cancellation more than twelve (12) weeks prior to the Event Date: The initial payment made by the Client (being thirty per cent (30%) of the Total Event Cost) shall be forfeited and retained by the Company. No further sums shall be payable by the Client, and any sums paid in excess of the initial 30% payment shall be refunded within fourteen (14) days of the date of cancellation.
  - (b) Cancellation between twelve (12) weeks and thirty (30) days prior to the Event Date: All sums paid by the Client to date (being up to sixty per cent (60%) of the Total Event Cost) shall be forfeited and retained by the Company. No further sums shall be payable by the Client.
  - (c) Cancellation within thirty (30) days of the Event Date: The Client shall be liable to pay the full Total Event Cost. Any sums not yet paid shall become immediately due and payable. The Company shall be entitled to recover such sums as a debt.
4. For the purposes of this clause, the date of cancellation shall be the date on which the Company receives written notice of the Client's intention to cancel.
5. The cancellation charges set out in paragraph 3 above are without prejudice to the Company's right to recover any additional costs, expenses, or liabilities incurred by the Company as a result of the cancellation which are not covered by the cancellation charges, including but not limited to:
  - (a) non-refundable deposits or payments made to Suppliers;
  - (b) cancellation fees imposed by Suppliers;
  - (c) costs of goods or materials already ordered or produced for the Event; and
  - (d) any other losses directly arising from the cancellation.
6. Where the Company is able to mitigate its loss by re-booking the Event Date for another client or by obtaining refunds from Suppliers, the Company shall, acting reasonably, reduce the cancellation charges accordingly. However, the Company shall be under no obligation to accept alternative bookings or to take any other steps to mitigate its loss.
7. The Company reserves the right to waive or reduce any cancellation charge at its absolute discretion. Any such waiver or reduction shall be confirmed in writing and shall not constitute a

waiver of the Company's rights in respect of any subsequent cancellation or any other breach of these terms.

8. If the Client wishes to postpone rather than cancel an Event, the Company shall use reasonable endeavours to accommodate the postponement, subject to availability. Any postponement shall be subject to such terms as the Company may reasonably require, including (without limitation) payment of any additional costs arising from the postponement and confirmation of a new Event Date within a reasonable period.

#### **We charge interest on late payments**

If we are unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

#### **We pass on increases in VAT**

If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

#### **We are not responsible for delays outside our control**

If our supply of your product is delayed by an event outside our control, including but not limited to

- (a) natural disasters, extreme weather, fire, flood, storm, or other acts of God;
- (b) epidemic, pandemic, or government-imposed restrictions on gatherings or events;
- (c) war, terrorism, civil unrest, or threat thereof;
- (d) strike, industrial action, or labour disputes;
- (e) failure of utility services, including power, water, or telecommunications;
- (f) venue closure, unavailability, or cancellation by the venue operator;
- (g) key Supplier cancellation due to circumstances beyond the Company's control;
- (h) transport disruption affecting delivery of the Event;
- (i) government action, law, or regulation preventing the Event; and
- (j) national events of significance (such as periods of national mourning) affecting the ability to hold the Event,

we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we will not compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team: [monica@monbleuevents.com](mailto:monica@monbleuevents.com) to end the contract and receive a refund for any Products you have paid for in advance but not received.

#### **Content capture and marketing rights**

1. Unless you notify us in writing prior to the issue of the Booking Confirmation that you do not consent, you agree that we and our authorised representatives may:

- (a) capture photographic, video, and other audio-visual content at the Event ("Event Content"); and
  - (b) use, reproduce, publish, and distribute such Event Content for our own promotional and marketing purposes.
2. The promotional and marketing purposes referred to in paragraph 1(b) above include, but are not limited to:
  - (a) the Company's website and online portfolio;
  - (b) the Company's social media channels, including but not limited to Instagram, Facebook, LinkedIn, Pinterest, and TikTok;
  - (c) printed and digital marketing materials, brochures, and presentations;
  - (d) press releases and public relations activities;
  - (e) submissions for industry awards and accreditations; and
  - (f) any other legitimate business purposes of the Company.
3. Any opt-out notification from you must be received in writing by us prior to the issue of the Booking Confirmation. An opt-out notification received after the Booking Confirmation has been issued shall have no effect unless expressly agreed by the Company in writing.
4. Where you have not opted out in accordance with paragraph 3 above, we shall not be required to:
  - (a) seek your approval for individual items of Event Content;
  - (b) submit Event Content to you for review prior to publication; or
  - (c) notify you of specific uses of the Event Content.
5. We shall use reasonable endeavours to ensure that Event Content used for promotional purposes reflects positively on the Event and you. We shall not use Event Content in any manner that is defamatory, disparaging, or likely to bring you into disrepute.
6. Where the Event is of a private nature (including but not limited to weddings, birthday parties, and personal celebrations), you shall be responsible for:
  - (a) informing guests that photography and video recording may take place at the Event; and
  - (b) obtaining any necessary consents from guests to the capture and use of their image for promotional purposes.
7. We will not be liable for any claim, loss, or damage arising from the publication of Event Content featuring guests who have not consented to being photographed or filmed, where you have failed to comply with your obligations under paragraph 6 above.
8. Where the Event is of a corporate or business nature, you warrant that:
  - (a) all attendees have been or will be informed that Event Content may be captured for promotional purposes; and

- (b) you have the authority to grant the consent set out in this clause on behalf of your organisation and any attendees.
9. All intellectual property rights in Event Content created by us or our authorised representatives shall vest in the Company. You shall have no right to use such Event Content without our prior written consent.
10. This clause shall survive termination or expiry of the contract for any reason.

### **Products can vary slightly from their pictures**

A product's true colour may not exactly match that shown on your device or in our marketing or its packaging may be slightly different. Because our Products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our website can be out by up to 10%.

Where Digital Content is supplied by a Supplier engaged by the Company, we shall use reasonable endeavours to ensure quality but shall not be liable for defects attributable to the Supplier.

### **You are responsible for making sure your measurements are accurate**

If we are making or supplying the product to measurements you provide, you are responsible for making sure those measurements are correct. If you have any queries regarding this, please contact our Customer Service Team: [monica@monbleuevents.com](mailto:monica@monbleuevents.com).

### **We charge you if you do not give us information we need or do preparatory work as agreed with us**

We charge you additional sums if you do not provide information we have requested, such as final guest numbers, dietary requirements, venue access details, or technical specifications, or if you fail to facilitate access to the venue or event space as agreed. For example, we might need to reschedule Supplier attendance, arrange additional staffing, or incur cancellation charges from Suppliers.

### **If you are a consumer and you bought online or over the telephone, you have a legal right to change your mind.**

**Your legal right to change your mind.** For most of our Products bought online or over the telephone, you have a legal right to change your mind about your purchase and receive a refund of what you have paid, including the delivery costs, subject to informing us within 14 days of accepting your order and further conditions below.

**When you cannot change your mind.** You cannot change your mind about an order for:

- digital Products, after you have started to download or stream these;
- Services, once these have been completed;
- Products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- sealed audio or sealed video recordings or sealed computer software, once these Products are unsealed after you receive them;
- Goods that are made to your specifications or are clearly personalised; and
- Goods which become mixed inseparably with other items after their delivery.

**The deadline for changing your mind.** If you change your mind about a product you must let us know no later than 14 days after:

- the day we deliver your product, if it is **Goods**, for example a party favour. If the Goods are for regular delivery (for example, a subscription), you can only change your mind after the first delivery. If the Goods are split into several deliveries over different days, the period runs from the day after the last delivery.
- the day we confirm we have accepted your order, if it is for a **Service**, for example planning a birthday party.
- the day we confirm we have accepted your order, if it is for **Digital Content for download or streaming** (for example, photos from your event), although you cannot change your mind about Digital Content once we have started providing it.

**How to let us know.** To let us know you want to change your mind, contact our Customer Service Team: [monica@monbleuevents.com](mailto:monica@monbleuevents.com).

**You have to return the product at your own cost.** If your Product is Goods, for example, a party favour, you have to return it (and any free gifts provided with it) to us within 14 days of your telling us you have changed your mind. Returns are at your own cost, unless we offered free returns when you bought the Goods. You can:

- contact our Customer Service Team to arrange a refund: [monica@monbleuevents.com](mailto:monica@monbleuevents.com). You will need proof of purchase and the card you paid with.
- send the Product back to us, using a recorded delivery service. You should keep a receipt or other evidence from the delivery service that proves you have sent the product and when you sent it. If you do not do this and we do not receive the goods at all or within a reasonable time we will not refund you the price. For help with returns, including our collection arrangements for goods which cannot be posted, see our Returns Process: or contact our Customer Service Team: [monica@monbleuevents.com](mailto:monica@monbleuevents.com).

**You have to pay for Products you received before you change your mind.** If you bought a Product (such as a corporate event) we do not refund you for the time you were receiving it before you told us you had changed your mind.

**We reduce your refund if you have used or damaged a Product.** If you handle the product in a way which would not be acceptable to re-use, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the product's condition is not "as new", price tags have been removed, the packaging is damaged or accessories are missing. In some cases, because of the way you have treated the product, no refund may be due.

**When and how we refund you.** If your Product has not been delivered or that we are collecting from you, we refund you as soon as possible and within 14 days of you telling us you have changed your mind. If your Product is Goods that you are sending back to us, we refund you within 14 days of receiving them back from you (or receiving evidence you have sent them to us). We refund you by the method you used for payment. We do not charge a fee for the refund.

#### **You can end an on-going contract**

We tell you when and how you can end an on-going contract with us (for example, for regular Services or a subscription to Digital Content or Goods) during the order process and we confirm this

information to you in writing after we have accepted your order. If you have any questions, please contact our Customer Service Team: [monica@monbleuevents.com](mailto:monica@monbleuevents.com).

### **You have rights if there is something wrong with your product**

**Return the product to us.** If you think there is something wrong with your product, you must contact our Customer Service Team: [monica@monbleuevents.com](mailto:monica@monbleuevents.com).

**Your rights and remedies if you are a Consumer Client.** We honour our legal duty to provide you with Products that are as described to you on our website and that meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk). Remember too that you have several options for resolving disputes with us.

#### **Summary of your key legal rights**

If your Product is **Goods**, for example a party favour, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

Up to 30 days: if your goods are faulty, then you can get a refund.

Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

If your Product is **Digital Content**, for example photographs from an event, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality.

If your Digital Content is faulty, you are entitled to a repair or a replacement.

If the fault cannot be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.

If you can show the fault has damaged your device and we have not used reasonable care and skill, you may be entitled to a repair or compensation

If your Product is **Services**, for example event planning services, the Consumer Rights Act 2015 says:

You can ask us to repeat or fix a service if it is not carried out with reasonable care and skill, or get some money back if we can't fix it.

If a price has not been agreed upfront, what you are asked to pay must be reasonable.

If a time has not been agreed upfront, it must be carried out within a reasonable time.

**Your rights if you are a Business Client.** We warrant that on delivery, and for a period of 12 months from the date of delivery (**warranty period**), any Products which are Goods shall:

- conform in all material respects with their description;
- be free from material defects in design, material and workmanship;

- be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- be fit for any purpose held out by us.

This warranty does not apply to Products provided by Suppliers, for which the Company's liability is limited to reasonable care in selection of the Supplier.

**Your remedies if you are a Business Client.** Unless an exception applies (see Exceptions to business customers' warranty) if:

- you give us notice in writing within a reasonable time of discovery that a product does not comply with the business customer warranty;
- we are given a reasonable opportunity of examining such product; and
- you return such product to us at our cost,

we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full and this will be your only remedy for breach of the warranty. These terms shall apply to any repaired or replacement Products supplied by us.

This warranty does not apply to Products provided by Suppliers, for which the Company's liability is limited to reasonable care in selection of the Supplier.

**Exceptions to business customers' warranty.** We will not be liable for a product's failure to comply with the business customer warranty if:

- you make any further use of such product after telling us it is non-compliant;
- the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
- the defect arises because we followed any drawing, design or specification supplied by you;
- you alter or repair the product without our written consent; or
- the defect arises because of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

This warranty does not apply to Products provided by Suppliers, for which the Company's liability is limited to reasonable care in selection of the Supplier.

### **We can change Products and these terms**

**Changes we can always make.** We can always change a product:

- to reflect changes in relevant laws and regulatory requirements;
- to make minor technical adjustments and improvements, for example to address a security risk. These are changes that do not affect your use of the product; and

- to update Digital Content, provided that the Digital Content always matches the description of it that we provided to you before you bought it. We might ask you to install these updates.

**Changes we can only make if we give you notice and an option to terminate.** We can also make changes to the product or these terms, but if we do so we will notify you and you can then contact our Customer Service Team: [monica@monbleuevents.com](mailto:monica@monbleuevents.com) to end the contract before the change takes effect and receive a refund for any Products you have paid for in advance, but will not receive the benefit of the Goods or Services..

#### **We can suspend supply (and you have rights if we do)**

**We can suspend the supply of a product.** We do this to:

- deal with technical problems or make minor technical changes;
- update the product to reflect changes in relevant laws and regulatory requirements; or
- make changes to the product (see We can change Products and these terms).

**We let you know, may adjust the price and may allow you to terminate.** We contact you in advance to tell you we are suspending supply, unless the problem is urgent or an emergency. If we suspend the product for longer than 30 days we adjust the price so you do not pay for it while it is suspended. If we suspend supply, or tell you we're going to suspend supply, for more than 30 you can contact our Customer Service Team: [monica@monbleuevents.com](mailto:monica@monbleuevents.com) to end the contract and we will refund any sums you have paid in advance for Products you will not receive.

#### **We can withdraw Products**

We can stop providing a Product, such as an ongoing service or a subscription for Digital Content or Goods. We let you know at least one week in advance and we refund any sums you have paid in advance for Products which will not be provided.

#### **We can end our contract with you**

We can end our contract with you for a product and claim any compensation due to us (including enforcement costs) if:

- you do not make any payment to us when it's due and you still do not make payment within 14 days of our reminding you that payment is due;
- you do not, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the product, for example, final guest numbers, dietary requirements, venue access arrangements, or approval of event designs;
- you do not, within a reasonable time, either allow us to deliver the product to you or collect it from us.

#### **We do not compensate you for all losses caused by us or our Products**

**Our liability to consumers.** We are not responsible for losses you suffer caused by us breaking this contract if the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order that meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control.** As long as we have taken the steps set out in the section we are not responsible for delays outside our control.
- **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own Digital Content or device, which was caused by Digital Content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.

Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in *Our liability to businesses*.

**Our liability to businesses.** If you're a Business Client, then, except in respect of the losses described in *Losses we never limit or exclude*:

- we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- our total liability to you for all other losses arising under or in connection with any contract between us shall be limited to the greater of £10,000 and 100% of the Total Event Cost.

**Losses we never limit or exclude.** Nothing in these terms shall limit or exclude our liability for:

- death or personal injury caused by negligence to the extent preserved by section 2(1) of the Unfair Contract Terms Act 1977;
- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- defective Products under the Consumer Protection Act 1987; or
- any liability that cannot legally be limited.

**No implied terms about goods.** Except to the extent expressly stated, for Business Clients, we exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.

### **We use your personal data as set out in our Privacy Notice**

How we use any personal data you give us is set out in our Privacy Notice: [www.monbleuevents.com](http://www.monbleuevents.com).

### **Data protection and client responsibilities**

1. We will process any personal data provided by you in connection with an Event in accordance with our Privacy Notice and all applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

2. In the course of providing the Services, you may provide us with personal data relating to third parties, including but not limited to:
  - (a) guest names and contact details;
  - (b) dietary requirements and allergen information;
  - (c) accessibility requirements and health information;
  - (d) seating and accommodation preferences; and
  - (e) any other personal information necessary for the planning and delivery of the Event.
3. Where you provide us with personal data relating to third parties, you warrant and represent that:
  - (a) you have obtained all necessary consents from the relevant data subjects to disclose their personal data to us for the purposes of planning and delivering the Event;
  - (b) you have provided the relevant data subjects with all information required by applicable data protection legislation, including information about our processing of their personal data;
  - (c) the personal data is accurate, complete, and up to date;
  - (d) the disclosure of the personal data to us, and our subsequent processing of that data, does not and will not breach any applicable data protection legislation, contractual obligation, or duty of confidence; and
  - (e) you have the authority to provide the warranties set out in this paragraph on behalf of the relevant data subjects.
4. You acknowledge that we may share personal data provided by you with Suppliers engaged to provide Products in connection with the Event, including but not limited to:
  - (a) caterers (for dietary and allergen information);
  - (b) venue operators (for guest lists and accessibility requirements);
  - (c) transport providers (for pick-up and drop-off arrangements); and
  - (d) any other Suppliers who reasonably require access to personal data to perform their obligations.
5. You shall indemnify us and keep us indemnified against all claims, demands, actions, proceedings, liabilities, losses, damages, costs, and expenses (including reasonable legal fees) arising from or in connection with:
  - (a) any breach by you of the warranties set out in paragraph 3 above;
  - (b) any claim by a data subject or regulatory authority arising from your failure to obtain appropriate consents or provide appropriate notices; and
  - (c) any inaccuracy in the personal data provided by you which results in loss or damage to us, a Supplier, or a third party.

6. Where you become aware of any inaccuracy in the personal data you have provided, or of any withdrawal of consent by a data subject, you must notify us as soon as reasonably practicable.
7. We shall not be liable for any loss, damage, or adverse consequence arising from:
  - (a) your failure to provide accurate or complete personal data (including, without limitation, dietary or allergen information);
  - (b) your failure to notify us of changes to personal data in a timely manner; or
  - (c) any processing of personal data carried out by us in reliance on the warranties given by you under this clause.
8. This clause shall survive termination or expiry of the contract for any reason.

### **You have several options for resolving disputes with us**

**Our complaints policy.** Our Customer Service Team: [monica@monbleuevents.com](mailto:monica@monbleuevents.com) will do their best to resolve any problems you have with us or our Products as per our Complaints policy: [www.monbleuevents.com](http://www.monbleuevents.com).

**You can go to court.** These terms are governed by English law. If you are a consumer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer we can claim against you in the courts of the country you live in. If you are a business you irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.

### **Other important terms apply to our contract**

**We can transfer our contract with you, so that a different organisation is responsible for supplying your product.** We'll tell you in writing if this happens and if you are a consumer we'll ensure that the transfer won't affect your rights under the contract. If you're a consumer and you're unhappy with the transfer you can contact our Customer Service Team: [monica@monbleuevents.com](mailto:monica@monbleuevents.com) to end the contract within 30 days of us telling you about it and we will refund you any payments you've made in advance for Products not provided.

**You can only transfer your contract with us to someone else if we agree to this.** We may not agree if the proposed transferee has a poor payment history or if the transfer would materially change the nature of the Event. We can require the new owner to prove you transferred the product to them, for example by amending our order form. If you are a business you need our agreement to transfer your contract with us and it's entirely up to us whether we give it.

**Nobody else has any rights under this contract.** This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

**If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

**Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.