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www.gracetheday.com

**GRACE THE DAY**

**Date: AUGUST 2020**

**Celebrant**

## **TERMS AND CONDITIONS**

“We” are:

**DIANA SAXBY trading as GRACE THE DAY.**

(“Celebrant”)

“You” are:

The customer or customers that received the proposal (where more than one person, they shall be jointly and severally liable).

(“Client”)

### **1. Definitions**

In this agreement:

“Assignment” means the project of work, goods and services set out in the proposal.

“Deposit” means the advance payment to secure the date and to allow the Celebrant to commence work on the Assignment and is described in clause 2.2.

“Event”	means the event where the Assignment is to be delivered by the Celebrant.
“Fees”	means money paid, or owed to the Celebrant by the Client for the Services
“Services”	means the goods and services provided by the Celebrant as part of the Assignment.
“Terms”	means these Terms and Conditions.

## 2. Price and payment

- 2.1 The price for the Assignment is set out in the proposal. There is no VAT. The price includes all advance planning, preparations and delivery of Services at the Event, as detailed. The price is paid as set out below and excludes any expenses that will be incurred by the Celebrant which will be notified to the Client separately and agreed in writing. Expenses will be agreed separately and invoiced monthly.
- 2.2 A Deposit of 50% of the price shall be paid upon entering this agreement and the Celebrant’s invoice for the Deposit will follow - **please refer carefully to Clause 3.**
- 2.3 A final payment of the balance of the price shall be paid no less than 8 weeks before the Event.
- 2.4 The price and any expenses shall be the Fees of the Celebrant.
- 2.5 The Celebrant requires the Client to sign off the content of the Assignment no later than 14 days before the Event. There may be an administrative charge for late content changes not finalised 14 days or more before the Event to cover the cost of extra printing and administration. There is no guarantee that the Celebrant will accept or include any late changes to the content of the Assignment after the 14 - day deadline.
- 2.6 The Client grants to the Celebrant consent to use any work or images created in this Assignment to show off their services, together with the right to display non-identifiable images as part of their portfolio and to write about the Assignment on websites, social media accounts and in any marketing materials. If you do not wish to grant this consent you must confirm this in writing within 7 days of entering into this agreement.

### 3. Cancellation of agreement

- 3.1. The Assignment can be cancelled by either party in writing or by email subject to the matters set out in this clause.
- 3.2. If the Celebrant cancels the Assignment, the Fees (less any incurred expenses) will be repaid to the Client within 14 days of cancellation, and no further refunds, sum or compensation will payable to the Client by the Celebrant arising from such cancellation.
- 3.3. Cancellation by the Client
  - 3.3.1 If the Client cancels the Assignment within 14 days of entering into this agreement, then the Deposit shall be repaid to the Client in full.
  - 3.3.2 If the Client seeks to cancel this Assignment 14 days after entering this agreement but more than 28 days before the Event then the Deposit shall be forfeited, any expenses incurred as at the date of cancellation must be paid by the Client, and those paid shall also be non-refundable. No further Fees will be due from the Client to the Celebrant.
  - 3.3.3 If the Client seeks to cancel the Assignment less than 28 days before the Event then the Deposit will be forfeited. Any expenses incurred as at the date of cancellation must be paid by the Client, and those paid shall also be non-refundable. In addition, a cancellation fee will be immediately due, which shall be 100% of the Fees less any Fees already paid.

### 4. General Conditions:

- 4.1. The Celebrant shall use reasonable endeavours to meet any performance dates, but times shall be estimates only.
- 4.2. The Fees will be paid after invoices rendered from time to time. No VAT is applicable. Payment terms are 7 days, and payment is not deemed to have been made until the Fees have been paid in full. If payment is not made in full and within time the Services may be suspended and payment in advance may be required before the Services are re-commenced.
- 4.3. If payment is not made in accordance with the Terms, the Celebrant reserves the right to charge an administration fee of £50.00 plus interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made.

- 4.4 Each party will keep the confidential information of the other party and any third party confidential and secret, and only use it for the purposes of supplying the Services or making proper use of the Services. Each party recognises and accepts its obligations with regard to the control and the processing of personal data under the current data protection legislation and regulations. For more information on this, please see our Privacy Notice on our website.
- 4.5 The Celebrant will use reasonable care and skill in performing the Services. Where any valid claim in respect of the Services is made (in contract or in tort) the Client may be entitled only to a refund of the Fees or part of the Fees.
- 4.6 The Celebrant's liability in respect of any loss of goodwill, loss of business, loss of profits, loss of anticipated savings, loss of use or for any other consequential, special or indirect loss or damage will be NIL.
- 4.7 Nothing in the Terms will exclude or limit liability for death or serious injury caused by the Celebrant's negligence.
- 4.8 The Services may be terminated if payment of the Fees is not made in accordance with the Terms; or if the Client commits a material breach of any of the Terms and fails to remedy the breach within 14 days of being notified in writing; or the Client makes any statements or behaves in any way or requests the Celebrant to undertake any actions that are discriminatory, illegal or immoral; or if the Client enters into any form of insolvency arrangement, or suspends its business. Upon termination the Client shall immediately pay any outstanding sums to the Celebrant.
- 4.9 If the Celebrant is limited or hindered from providing Services booked by the Client due to circumstances beyond its control eg. Government intervention, Acts of God, civil disturbance, war, national or local disaster, strikes, labour disputes, then the liability of the Celebrant to the Client shall not exceed the amount paid by the Client for the Services. The Deposit shall be non-refundable, (being an approximation of the value of Services already rendered) and the Celebrant shall (where the value of the Services already delivered to the Client is greater than the value of the Deposit) be entitled to be paid additionally for all Services delivered to the Client up to that point. The Celebrant shall not be liable for any additional losses incurred by the Client in such circumstances.
- 4.10 Nothing in these terms are intended to create a partnership or joint venture between the Celebrant and the Client, and no party has the right to act as agent for the other or to bind the other party in any way.
- 4.11 Variations to the Assignment, or to the Services, may only be agreed in writing. Services outside the scope of the proposal will attract additional charges. Any changes to the date of the Event shall only be agreed subject to availability of the Celebrant, or will be deemed a cancellation by the Client, unless otherwise agreed in writing. If the

Client is forced to postpone the Assignment due to coronavirus, then the Celebrant will not unreasonably refuse to change the date and postpone the Assignment, subject to availability, without additional charges.

- 4.12 The Celebrant asserts intellectual property rights, including copyright, over the written materials produced by the Celebrant as part of the Services. The written materials shall not be reproduced, copied, shared or used elsewhere without the written permission of the Celebrant. All rights are entirely reserved by the Celebrant.
- 4.13 If the Assignment involves a wedding then it may not be legally recognised in England and Wales. You must also satisfy the legal requirements and attend a Registry Office or have a registrar be in attendance at a registered venue if you wish to be legally married and to register the marriage. The Celebrant can offer no legal advice.
- 4.14 The Terms and any dispute arising from them shall be governed by the laws of England and Wales.

v. August 2020