

TERMS & CONDITIONS

These terms and conditions are substitutionary and apply where (“you”) and Digivent Ltd of 68 Ladbroke Drive, Potters Bar, United Kingdom, EN6 1QW (“we”, “our”, “us”) have not set out specific terms for an event or a confirmed piece of work, including venue booking. We do not require you to sign these terms and conditions and by confirming your event, you agree to be bound by these terms and conditions.

THIRD PARTY PROVIDER ADDITIONAL TERMS

Where we have booked a service on your behalf or as your agent, you agree to comply with all applicable third-party provider terms. Those terms may be supplied to you within the service or directly by the third-party provider. We are from time to time required to provide your contact details to our third-party providers to the extent that they need such details in order to provide their services.

PAYMENT, DEPOSITS AND FEES

Where we have booked a service on your behalf or as your agent, you agree to comply with all applicable third-party provider terms. Those terms may be supplied to you within the service or directly by the third-party provider. We are from time to time required to provide your contact details to our third-party providers to the extent that they need such details in order to provide their services. When acting as a booking agent, we will confirm the deposit and final payment details as soon as reasonably possible and without undue delay. Such deposits and final payments will be paid directly to the third-party provider. You agree that we will not be held financially or otherwise responsible for any bookings made on your behalf. Before commencing our services we will provide you with a quote of our fees and unless specifically set out in a written agreement, your acceptance of our quote will constitute a formal agreement to pay us the quoted fees.

COMMISSION DISCLOSURES

When acting as a booking agent, we may at times receive a commission payment from the third-party supplier or venue. This is not built into the fee we charge you and is a cost of sale for the supplier. You acknowledge that commission payments will not be disclosed as such are part of a separate contract between us and our business partners.

CHANGES

Should you need to change or alter the number of participants, we will do our best to make such changes, however, we cannot guarantee them. In all cases please notify us as early as possible and with 7 working day's notice.

CANCELLATION

We understand that plans can change. If you wish to cancel our services or a booking you are required to notify us in writing. However, any such cancellation is only valid once we have accepted it and may be subject to the relevant venue's or third party provider's terms and conditions and cancellation fees. In instances where no specific written agreement has been made, the following cancellation terms apply.

If you request a cancellation,

- i) more than 3 months from the event, 25% of the contracted sum becomes due and payable;
- ii) between 2-3 months from the event, 50% of the contracted sum becomes due and payable;
- iii) between 1-2 months from the event, 75% of the contracted sum becomes due and payable; or
- iv) less than 1 month from the event, 100% of the contracted sum becomes due and payable.

If invoices have been raised during this period, the greater sum of either invoice or applicable percentage will be charged.

PROBLEMS WITH THE SERVICES

We always use reasonable efforts to ensure that our provision of the Services is trouble-free. If, however, there is a problem with the services we request that you inform us as soon as is reasonably possible. We will use reasonable efforts to remedy problems with the services as quickly as is reasonably possible and practical.

We will not charge you for remedying problems where the problems have been caused by us. If we determine that a problem has been caused by incorrect or incomplete information provided by you we may charge you for remedial work.

PRIVACY

For the purposes of applicable data protection legislation, we will process any personal data you have provided to us in accordance with our Privacy Policy. You agree that, if you have provided us with personal data relating to a third party (1) you have in place all necessary appropriate consents and notices to enable lawful transfer such personal data to us. You agree to indemnify us in relation to all and any liabilities, penalties, fines, awards or costs arising from your non-compliance with these requirements.

COMMUNICATION AND CONTACT DETAILS

If you wish to contact us with questions or complaints, you may contact us by telephone by email at events@digivent.co.uk. In circumstances where we require that you contact us in writing you may use the same email address.

OTHER IMPORTANT TERMS

These Terms and Conditions are between you and us and are not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of this Agreement.

No failure or delay by us or you in exercising any of our respective rights under this agreement means that such right has been waived, and no waiver by us or you of a breach of any provision of these terms and conditions means that either party will waive any subsequent breach of the same or any other provision.

GOVERNING LAW AND JURISDICTION

These terms and conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales and fall within the exclusive jurisdiction of the courts of England and Wales.



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