

DramEd Limited (“DramEd Events”)

Event Terms and Conditions for Clients

These are the Events Terms and Conditions of DramEd Limited, a company registered in England and Wales with registration number: 07242965, whose registered office is Dalton House, Windsor Avenue, London, sw19 2rr (DramEd Events).

1 Application of these Terms and Conditions

1.1 These Terms and Conditions apply to and form part of the Contract between DramEd Events and the Client. They supersede any previously issued terms and conditions of purchase.

1.2 No terms or conditions endorsed on, delivered with, or contained in the Client’s purchase conditions or other document shall form part of the Contract except to the extent that DramEd Events agrees in writing.

1.3 No variation of these Terms and Conditions or to a Booking or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of DramEd Events.

1.4 DramEd Events may accept or reject a Booking at its discretion. Confirmation and acceptance or rejection of the Booking will be sent to the Client by email.

1.5 A Booking shall not be accepted, and no binding obligation to supply any Event pursuant to a Booking shall arise, until DramEd Events’s written acceptance of the Booking has been communicated to the Client in accordance with 1.4.

1.6 Marketing and other promotional material relating to any Bookings are illustrative only and do not form part of the Contract unless expressly incorporated.

2 Price

2.1 The price for the Booking shall be as set out in the Booking or, in default of such provision, shall be calculated in accordance with DramEd Events ‘s scale of charges as advised by DramEd Events to the Client before the date the Booking is made (Price).

2.2 The Prices are exclusive of VAT (or equivalent sales tax). The Client shall pay any applicable VAT to DramEd Events on receipt of a valid VAT invoice.

2.3 DramEd Events may increase the Prices at any time by giving the Client notice in writing.

2.4 The Price shall include all and any costs and expenses including set up costs, travel (including international travel), accommodation costs and those costs specified or estimated in a Booking.

3 DramEd Events's Responsibilities

3.1 DramEd Events agrees to use its reasonable endeavours to deliver the Event in conformity with the Booking and these terms and conditions.

3.2 DramEd Events will also comply with any additional customer requirements which is set out in the Schedule, if any.

4 International

4.1 DramEd Events will agree to put on Events outside the United Kingdom by special agreement. Where Events are held outside the United Kingdom the Client is responsible for the costs associated with bringing personnel and equipment into the Client's country. DramEd Events will itemise those costs which will be added to the Price.

4.2 DramEd Events will use reasonable endeavours to comply with visa and customs requirements but shall not be held liable for any delay or cancellation of any Event caused by visa or customs difficulties beyond DramEd Events's reasonable control.

4.3 The Client shall be liable for:

4.3.1 Equipment and materials transportation costs;

4.3.2 travel costs of staff and Artists including plane flights, transfer costs and taxi fares;

4.3.3 accommodation costs; and

4.3.4 food and drink.

5 Artist Availability

5.1 DramEd Events will use reasonable endeavours to ensure the availability of any Artist identified on the Booking.

5.2 DramEd Events will not be liable to the Client for any delay to or the failure in whole or part of an Event due to the non-availability of the Artist where the non-availability is beyond the reasonable control of DramEd Events.

6 Payment

6.1 For Bookings made within 10 Business Days of the Event, full payment must be made at the time of the Booking.

6.2 Apart from Bookings made under the terms of clause 6.1, DramEd Events shall invoice the Client upon acceptance by DramEd Events of the Booking for any deposit equal to 50% of the Price.

6.3 The Client shall pay all invoices in full without deduction or set-off, in cleared funds within 7 days of the date of each invoice or within 10 Business Days of the date of the Event, whichever is the earlier.

6.4 DramEd Events may cancel without notice any Bookings not paid for in full before the start of the Event to which it relates.

6.5 The Deposit is non-refundable. DramEd Events may in its sole discretion refund some or all of the Deposit if the Client seeks to cancel the Booking after it has been accepted by DramEd Events.

6.6 The Client accepts that in putting on Events for Clients DramEd Events will have to expend money on materials and services, in paying deposits to artists and in creating branded or bespoke items (each of them being a "Non-refundable Item") and that expenditure on such items cannot be refunded in any circumstances including in the event of cancellation by the Client or by DramEd Events or in the event of Force Majeure.

6.7 Where sums due under these Terms and Conditions are not paid in full by the due date DramEd Events may, without limiting its other rights, charge interest on such sums (including any period after the date of any judgment or decree against the Client), and late payment fees will fall due and be payable calculated upon the basis set out in the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).

7 Bookings

7.1 The Booking shall specify where the Event will take place.

7.2 The Client shall (and shall procure that each Attendee shall) comply with any rules, policies and procedures of the venue of the Event at all times, including all health and safety policies and procedures and all reasonable instructions of the venue staff and DramEd Events's representatives at the Event. DramEd Events reserves the right in its absolute discretion to exclude or remove any Attendee from the Event whose presence is or is likely to cause a disturbance, or who is drunk or may in DramEd Events's sole discretion be undesirable.

8 Cancellation

8.1 In the event that the Client wishes to cancel the whole or part of a Booking the terms of clause 8.2 shall apply.

8.2 In relation to any Booking cancelled or part cancelled under clause 8.1, the Client shall pay:

Where written notice of cancellation is received by DramEd Events 30 days or more before the date of the Event.

An administration fee of 25% of the Price plus any payments made to DramEd Events to cover Non-refundable Items.

Where written notice of cancellation is received by DramEd Events less than 30 days before the date of the Event. 100% of the Price.

8.3 Where the Client has paid a deposit the amount due from the Client under clause 8.2 shall be taken from the Deposit and the Client shall be liable to pay the difference between the Deposit and the amount required under clause 8.2. DramEd Events shall have sole discretion in identifying and quantifying Non-refundable Items.

9 Force Majeure

9.1 In the event that the Event is prevented or altered due to Force Majeure DramEd Events shall be entitled but not obliged (in its sole discretion) to either:

9.1.1 provide alternative facilities or venue for the Event; and/or

9.1.2 reschedule the Event; and

the Client shall not be entitled to object to such rearranged or rescheduled Event or have any right to claim any compensation.

9.2 In the event that the Event is prevented or altered due to Force Majeure and DramEd Events at its sole discretion does not offer the alternatives in clause 9.1, the Client shall be obliged to pay an amount as an administration charge equivalent to 25% per cent of the Price plus the actual cost incurred by DramEd Events on any Non-refundable Item.

9.3 DramEd Events shall not be liable for any delay in or failure of performance caused by Force Majeure. DramEd Events shall have the sole discretion in identifying and quantifying Non-refundable Items.

9.4 The Coronavirus (COVID-19) pandemic, client contracts, cancellation and refunds Only

Clients will be offered a refund less 25% of the total costs where:

1. DramEd Events has cancelled a contract without providing any of the promised goods or services;
2. No service is provided by DramEd Events, for example because this is prevented by Government public health measures;
3. The client cancels, or is prevented from receiving any services, because Government public health measures mean they are not allowed to use the services.

Limited exceptions to refunds

Sometimes, a client will already have received some of the services or is contracted for a bespoke build/service they would had paid for in advance. In those cases a refund would not apply.

Credits and re-booking

Clients can normally be offered credits, vouchers, re-booking or re-scheduling as an alternative to a refund.

10 Intellectual Property Rights and Image Rights

10.1 All IPR in the Creative Brief and in the Event belongs to and shall remain vested in DramEd Events or the relevant third party owner. Where third party IPR is part of the Creative Brief and the Event, DramEd Events will ensure that it has the right to use and licence such third party content for the benefit of the Client at the Event.

10.2 Save with the express written consent of DramEd Events the Client may not copy, transfer or otherwise make use of the IPR in the Creative Brief or in the Event and the Client may not make the IPR in the Creative Brief or in the Event available to any third party or make any commercial use of the IPR in the Creative Brief or in the Event beyond the Event itself.

10.3 The Client shall own all Client Created IPR.

10.4 The Client and each Attendee consents to such capture of audio-visual material containing the Client or any Attendee and agrees to release use of image rights to DramEd Events to publicise the Event or as publicity material for the use of DramEd Events after the Event.

11 Anti-bribery

11.1 For the purposes of this clause 11 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

11.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:

11.2.1 all of that party's personnel; and

11.2.2 all others associated with that party;

involved in performing the Contract so comply.

11.3 Neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

11.4 Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 11.

12 Liability

12.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 12.

12.2 Subject to clause 12.6, DramEd Events's total liability shall not exceed 150% of the total amount paid pursuant to the Booking.

12.3 Subject to clause 12.6, DramEd Events shall not be liable for consequential, indirect or special losses.

12.4 Subject to 12.6 DramEd Events shall not be liable for distress or upset or disappointment or hurt to feelings.

12.5 Subject to clause 12.6, DramEd Events shall not be liable for any of the following: loss of profit, loss or corruption of data, loss of use, loss of production, loss of contract, loss of opportunity, loss of savings, discount or rebate (whether actual or anticipated) and harm to reputation or goodwill.

12.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

12.6.1 death or personal injury caused by negligence;

12.6.2 fraud or fraudulent misrepresentation;

12.6.3 any other losses which cannot be excluded or limited by applicable law;

12.6.4 any losses caused by wilful misconduct.

13 Personal Data

13.1 Each party shall comply with its respective obligations and may exercise its respective rights in accordance with Data Protection Laws.

13.2 Subject access requests can be made to the following address: hello@dramedevents.co.uk

13.3 DramEd Events's data protection policy is set out at:
<https://www.dramedevents.co.uk/privacypolicy>

14 Termination

14.1 DramEd Events may terminate the Contract or any other contract which it has with the Client at any time by giving notice in writing to the Client if the Client has failed to pay any amount due under the Contract on the due date.

14.2 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of DramEd Events at any time up to the date of termination.

15 Notices

15.1 Any notice or other communication given by a party under these Terms and Conditions shall be in writing and in English, signed by, or on behalf of, the party giving it and be sent to the relevant party at the address set out in the Contract.

15.2 Notices may be given, and are deemed received:

15.2.1 by hand: on receipt of a signature at the time of delivery; or

15.2.2 by *Royal Mail Recorded Signed For* post: at 9.00 am on the *second* Business.

15.3 This clause does not apply to notices given in legal proceedings or arbitration.

16 Entire agreement

16.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

16.2 Each party acknowledges that it has not entered into the Contract in reliance on and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

16.3 Nothing in these Terms and Conditions purport to limit or exclude any liability for fraud.

17 Assignment

17.1 The Client may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without DramEd Events's prior written consent, which it may withhold or delay at its absolute discretion.

18 Third party rights

18.1 A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

19 Governing law

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

20 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

21 Definitions

21.1 In these Terms and Conditions the following definitions apply:

Artist	means a performance artist or celebrity or speaker or any individual or group of individuals important or crucial to an Event;
Attendee	means an invitee or individual connected to the Client attending an Event;
Booking	means the order for the Event placed by the Client which may include some or all of the following: the Creative Brief, budget plan, event details, contractor requirements and Event price quotation;
Bribery Laws	means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable UK legislation or equivalent legislation in any other relevant jurisdiction;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England;
Contract	means the agreement between DramEd Events and the Client for the supply and purchase of the Event incorporating these Conditions and the Booking;
Client or You	means the person who makes the Booking from DramEd Events and whose details are set out in the Booking;
Client Created IPR	means any IPR created by the Client solely for the Event or previously owned by the Client;
Creative Brief	the conception or plan or synopsis for the Event created by DramEd Events;
Data Protection Laws	means General Data Protection Regulation (GDPR) and Data Protection Act 2018;
Deposit	means an advance payment made by the Client to DramEd Events being either a specified amount or a specified percentage of the Price;

Event	means any event, exhibit or conference organised or managed by DramEd Events under these Terms as specified in the Booking;
Force Majeure	means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving DramEd Events's or its suppliers' workforce, but excluding the Client's inability to pay or circumstances resulting in the Client's inability to pay;
Intellectual Property Rights (IPR)	means copyright, including moral rights and performers rights, rights in inventions, rights in confidential information knowhow and trade secrets, service marks, trade marks and design rights, database rights, domain names, business names, patents and computer software;
DramEd Events, We or Us	means DramEd Limited;
Non-refundable Item	means materials and services paid for by DramEd Events prior to an Event the creation or purchase of branded or bespoke items for Clients and the payment of deposits of any sort which are not refundable to DramEd Events;
Price	has the meaning set out in clause 2.1;
Schedule	means the Schedule to this agreement containing agreed Client compliance.
VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax.