

Events Made Fabulous Limited: Terms and Conditions

1. About us

- 1.1 **Who we are.** We are EVENTS MADE FABULOUS LIMITED, a company registered in England and Wales with registration number **13032104** whose registered office is at 36 WOODHOUSE ROAD, URMSTON, M41 7DJ, hereinafter referred to as (“**Events Made Fabulous**”).
- 1.2 **Our business.** If you are looking for event services, we can help to connect you with relevant suppliers for your event. If you are a supplier, we offer you the chance to list your services and connect with new potential customers.
- 1.3 **How to contact us.** You can contact us by telephoning us at **0161 706 1097** or emailing us at info@eventsmadefabulous.co.uk or by writing to us at 36 WOODHOUSE ROAD, URMSTON, M41 7DJ. You can also send us a message via our website: www.eventsmadefabulous.co.uk

2. Definitions

- 2.1 Any reference in this Agreement to “**Host**” means a reference to any person potentially seeking to procure services from a Supplier registered with Events Made Fabulous.
- 2.2 Any reference in this Agreement to “**Supplier**” means a reference to any provider of services who is registered with Events Made Fabulous.
- 2.3 Any reference in this Agreement to “**Users**” means a reference to any user of this website.

3. Acceptance of this Agreement

- 3.1 This Agreement (“**Agreement**” or “**Terms of Use**”) sets out the terms and conditions under which we allow you to access and use our website: www.eventsmadefabulous.co.uk (“**Website**”), so please read these terms and conditions carefully before proceeding. By using our Website you confirm that you accept these Terms of Use and that you agree to comply with them. If you do not agree to these Terms of Use, you must not use this Website.

4. Changes to this Agreement

- 4.1 We may make changes to our Terms of Use from time-to-time and without prior notice to you. Where we make such changes, we will make the necessary updates to this Agreement on our Website. Every time you wish to use our Website, please check these terms to ensure you understand the Terms of Use that apply at that time.
- 4.2 Changes to this Agreement will take effect immediately, and if you do not agree to such changes you should not continue to access or use our Website.

5. Personal Information and Privacy Notice

- 5.1 We will only use your personal information as set out in our [Privacy Policy](#), which forms part of this Agreement.

6. Access to this Website

- 6.1 Access to and use of this Website is available only to individuals who are at least 18 years old and can form legally binding contracts. By accessing or using the Website, you confirm that you are so eligible.

7. Warranty and Acknowledgement

- 7.1 By registering or using this Website, all Users confirm that they:
- (a) Understand and acknowledge that Events Made Fabulous is a digital platform for connecting Hosts and Suppliers and that Events Made Fabulous is not a Supplier or Host in its own right and does not handle bookings or any communications between Suppliers and Hosts; and
 - (b) acknowledge and agree that Suppliers, not Events Made Fabulous, are fully responsible and liable for the provision and delivery of any event services, and for complying with all requirements in connection with those services.
- 7.2 Suppliers confirm that:
- (a) in seeking to offer, post or provide event services, that they and any of their employees, agents or subcontractors who may perform work for them, are properly and fully qualified and experienced, licensed and insured, as required by the laws or regulations applicable to the event services which they may be offering and in relation to the specific services they are performing for Hosts; and
 - (b) they understand and agree that issuing a quote via the Website does not guarantee that the quote will be read by a Host and that use of the Website does not guarantee that they will be engaged by Hosts for services or events.

7.3 Hosts understand and acknowledge that submitting a request for a quote does not guarantee that a response will be issued by a Supplier nor that a suitable quote for services will be issued by a Supplier to the Host.

8. Account Registration and Business Process

8.1 To access certain features of this Website, you will need to create a password-protected account.

8.2 You agree to provide accurate information during the registration and at all other times when you use this Website, and to update information to keep it accurate.

8.3 You are solely responsible for safeguarding your Events Made Fabulous password and for all activity that occurs in relation to your account, and you will notify Events Made Fabulous of any unauthorised use immediately. Events Made Fabulous is not liable for any losses to any party caused by an unauthorised use of your account, but you may be liable for the losses of Events Made Fabulous or others due to such unauthorised use.

8.4 Following registration:

- (a) if you are a Supplier, you will be asked to upload and add information about your event services, which will then be searchable on this Website. You will receive notification of quote requests from Hosts, depending on your account settings.
- (b) if you are a Host, you will be able to complete a quote request and will then receive quotes from Suppliers registered on the Website.
- (c) Hosts can accept one or more quotes from Suppliers (depending on their requirements for the event). Users acknowledge and agree that Events Made Fabulous is not a booking service, and the quotation process on this Website is intended for establishing contact only. Acceptance of a quote by a Host does not constitute a binding legal agreement with the Supplier. Once a quote is accepted, the Host and Supplier must then negotiate and agree terms of business between themselves and accept full responsibility for this.

9. Website Content

9.1 This Website and its content are provided to you 'as is', and without any warranty of any kind. You must not download or print a copy of our content for personal use unless you retain all copyright and other proprietary notices contained therein. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Events Made Fabulous or its licensors to include the Events Made Fabulous logo and brand, except for the licenses and rights expressly granted in this Agreement. You may not reproduce this Website or any of its content without our express prior written consent.

10. Suppliers' User Content

- 10.1 We may, in our sole discretion, permit Suppliers to upload or submit User content on the Website. If so, you grant to Events Made Fabulous the right to use such User content to promote this Website or event services, or for any other purpose as we see fit.
- 10.2 For the avoidance of doubt, the rights granted to Events Made Fabulous in this clause 10 shall survive closure of the Website or termination of your account, for any reason.
- 10.3 You acknowledge and agree that you are solely responsible for all User content that you make available on or through this Website.
- 10.4 Events Made Fabulous reserves the right, at any time and without prior notice, to amend, remove or disable User access privileges in regard to user content for any reason or no reason.
- 10.5 You also agree that Events Made Fabulous may re-publish any information, graphics and data from your own website and other marketing materials.
- 10.6 You agree that Events Made Fabulous may proofread, summarise or otherwise edit and/or withdraw content provided by you, but we are not responsible or liable for the accuracy of your content. You understand it remains your sole responsibility to monitor your User content and ensure that such edited content is accurate and consistent with your representations and warranties in this Agreement.

11. Watermarks

- 11.1 Events Made Fabulous will apply watermarks to Suppliers and Hosts as follows: -
- (a) Crown watermark applied to the Supplier - indicates anything that is paid for User content.
 - (b) Star watermark - will be applied to a Host upon notification that the Host has accepted more than 10 quotes from any Suppliers.
- 11.2 Events Made Fabulous may withdraw any watermarks if in its absolute discretion it considers that a Supplier/Host has breached these Terms of Use.

12. User Restrictions

- 12.1 Users may not:
- 12.2 use another User's account;
- 12.3 use our Website in any way that breaches any local, national or international law or regulation;

- 12.4 use our Website in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- 12.5 misrepresent yourself or the event services offered by you through the Website;
- 12.6 misrepresent your identity or qualifications;
- 12.7 misrepresent an event or other information in a quote request or seek quotes for non-existent events;
- 12.8 post inappropriate content or content in any inappropriate category or areas on the Website;
- 12.9 attempt to reproduce, duplicate, copy or re-sell any part of our Website;
- 12.10 Knowingly or recklessly transmit any data, send or upload any material that contains viruses, Trojan Horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programmes or similar computer code designed to adversely affect the operation of any computer software or hardware;
- 12.11 Use any automated system including but not limited to robots, spiders, offline readers, scrapers to access the Website;
- 12.12 take any action that:
 - (a) may unreasonably encumber this Website's infrastructure;
 - (b) interferes or attempts to interfere with the proper working of this Website or any third-party use;
 - (c) bypasses measures that are used to prevent or restrict access to this Website;
 - (d) circumvents, disables or otherwise interferes with security features of this Website;
 - (e) uses this Website in a way that violates any copyrights, trade secrets, or other rights of any third party, including privacy or publicity rights; or,
 - (f) circumvents or manipulates our fee structure or monies owed to us.

13. Fees

- 13.1 In connection with use of Events Made Fabulous' Website, Events Made Fabulous does not charge fees to Hosts.
- 13.2 Events Made Fabulous does not charge Suppliers any commission on bookings, but does charge fees to Suppliers for Events Made Fabulous credits, which allow Suppliers to submit quotes to Hosts.

- 13.3 Suppliers who register can receive requests for free and only need to pay if they decide to respond to a specific request (pay-as-you-go basis). Suppliers can also purchase Events Made Fabulous credits as and when they are needed which can be used to send quotes to Hosts. Current fees for Events Made Fabulous credits are shown before purchase. Please contact us for further information on credits fees.
- 13.4 Suppliers who register can also purchase advertising packages. Please see Schedule 1 for further information about the advertising packages available and their costs.
- 13.5 Suppliers agree to pay all applicable fees or charges based on the payment terms then in effect, regardless of whether you have an active account, and without any right of deduction or set-off. Charges shall be made via our online payment provider (Paypal).
- 13.6 All payments to Events Made Fabulous will be via our online payment provider (Paypal).
- 13.7 The online payment provider (PayPal) has its own privacy and data collection practices and we have no responsibility or liability for these.
- 13.8 All payments are final and will not be refunded, unless specifically agreed by us to the contrary.
- 13.9 Should you at any time cancel your account, you will not receive any refund.
- 13.10 You understand and agree that you are solely responsible for determining your own tax requirements in consultation with tax advisers, and that we cannot and do not offer specific tax advice to either Suppliers or Hosts.

14. Purchase of Credits and Advertising Packages

- 14.1 Your purchase or receipt of Events Made Fabulous credits represents the purchase or receipt of credits that can be used by you to send quotes via the Website to Hosts.
- 14.2 Events Made Fabulous credits and advertising packages have no monetary value. You agree that all sales of Events Made Fabulous credits and advertising packages are final and non-refundable.

15. Liability

- 15.1 Events Made Fabulous' liability to any particular Supplier under this Agreement is limited to the sum of any credits and advertising packages fully paid by that particular Supplier at the relevant time.
- 15.2 Events Made Fabulous has no liability to Suppliers in respect of any loss of profit, loss of business, business interruption, or loss of business opportunity.

15.3 Events Made Fabulous disclaims any liability to Hosts to the fullest extent possible by law.

16. Disputes Between Users

16.1 Events Made Fabulous values our Users, and we understand that occasionally disputes may arise between them, however Events Made Fabulous accepts no liability or responsibility for the resolution of such disputes, which must be resolved solely between the parties.

17. Intellectual Property Rights

17.1 Events Made Fabulous and its licensors shall retain ownership of all Intellectual Property Rights in its Website and the content therein.

17.2 Events Made Fabulous grants the User, or shall procure the direct grant to the User of, a non-exclusive, royalty-free, licence to use their Intellectual Property Rights for the sole purposes of:

- (a) In respect of Suppliers, the listing of its services on this Website and responding to quote requests within the Terms of Use contained within this Agreement.

17.3 Suppliers grant Events Made Fabulous a non-exclusive, royalty-free license to use any Intellectual Property Rights vested in any Supplier/User content uploaded to this Website or listing of its services or any other Intellectual Property of the Supplier associated with the fulfilment of any obligations under this Agreement.

17.4 Users shall indemnify the Events Made Fabulous in full against any sums awarded by a court against Events Made Fabulous arising out or in connection with any claim brought against Events Made Fabulous for infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the use of the Website or any of the content therein by the User.

18. Reviews

18.1 Hosts acknowledge and agree that all reviews that they submit to Events Made Fabulous about Suppliers are the sole and exclusive property of Events Made Fabulous. You hereby irrevocably assign to Events Made Fabulous all of your copyright and other intellectual property rights in and to all reviews.

18.2 Events Made Fabulous shall have no obligation concerning the reviews, including but not limited to no obligation to acknowledge receipt of reviews.

18.3 You represent and warrant that your reviews do not breach the rights of any other person or entity and you indemnify us and hold us harmless in respect of any financial damages, claims, losses or penalties that may arise as a result of the content of your reviews. This clause 17 shall survive any termination of your account or this Website.

18.4 Notwithstanding clause 17.2 above, we reserve the right to remove from the Website any review for any reason without notice.

18.5 In the event that we believe (to our reasonable satisfaction) that a review has been fabricated for the purpose of misleading our Users or otherwise has not been posted in good faith, in addition to deleting the review, we reserve the right to de-activate your listing and account and bar you from further use of this Website.

19. No Endorsement

19.1 Events Made Fabulous does not endorse any Supplier or event service, and Events Made Fabulous is not a party to any agreements between or among Users or third parties.

19.2 No agency, partnership, joint venture, or employment is created between Events Made Fabulous and any User as a result of this Agreement or any User's use of any part of this Website, including but not limited to any event services.

19.3 Users are required by this Agreement to provide accurate information. Events Made Fabulous is under no obligation whatsoever to undertake additional checks and processes to verify the identities, backgrounds or credentials of Users, nor do we make any representations about, confirm, or endorse any User or their purported identity, background or credentials, regardless of the specific Events Made Fabulous services they are using or any involvement by Events Made Fabulous personnel in providing or scheduling those services.

19.4 You should always exercise responsibility, due diligence and care when deciding whether to have any interaction with any other User. Events Made Fabulous is not responsible for any damage or harm resulting from your interactions with other Users and is not responsible for undertaking due diligence on Users. Please note in particular that we are unable to fully verify all requests that are sent through the system. Suppliers are responsible for carrying out due diligence before entering into any type of financial transaction.

19.5 This Website may contain links to third-party websites, offers, or other events/activities not owned or controlled by Events Made Fabulous. We do not endorse or assume any responsibility for any such links, and if you access them, you do so at your own risk.

19.6 By using this Website, you understand and agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Users or other third parties will be limited to a claim against those particular Users or other third parties. You agree not to attempt to impose liability on or seek any legal remedy from Events Made Fabulous with respect to such actions or omissions.

20. Termination

20.1 We may, in our discretion acting reasonable, with or without prior notice and at any time, decide to limit, block, suspend, deactivate or cancel your Events Made Fabulous account in whole or in part. If we exercise our discretion under this Agreement to do so, any or all of the following can occur with or without prior notice or explanation to you:

- (a) your account will be deactivated or suspended, your password will be disabled, and you will not be able to access the website or your User content, or receive assistance from Events Made Fabulous support teams;
- (b) if appropriate in our sole discretion, we may communicate to other users that your account has been terminated, and why it has been terminated.

20.2 You may de-activate your account at any time from within your account. Please note that if your account is de-activated, we do not have an obligation to delete or return to you any content you have posted to the Website, including, but not limited to, any reviews, nor will you be entitled to a refund of any fees paid or credits purchased.

21. COVID-19

21.1 For the avoidance of doubt, any payment obligations of a Supplier to Events Made Fabulous incurred under this Agreement shall continue notwithstanding COVID-19 or any government law or lockdown resulting therefrom.

22. Force Majeure

22.1 Events Made Fabulous shall not be liable to any User or third party for any delay or failure in performance under this Agreement arising out of any supervening event, circumstances or causes outside its reasonable control save for where expressly stated in this Agreement. Such causes may include but are not limited to fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, acts of God, acts of declared or undeclared war, acts of regulatory agencies, or national disasters.

23. Rights of Third Parties

23.1 No part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

24. Notices

24.1 You agree that Events Made Fabulous may provide you with notices by email, regular mail, or postings on this Website at our discretion.

25. Entire Agreement

25.1 This Agreement, together with the Privacy Policy and any other legal notices or additional terms and conditions or policies published by Events Made Fabulous on this Website, shall constitute the entire agreement between you and Events Made Fabulous concerning this Website. Except as explicitly stated herein, if any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

26. No Waiver

26.1 No waiver of any provision of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Events Made Fabulous's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

27. Governing Law & Jurisdiction

27.1 This Agreement and the relationship between you and Events Made Fabulous shall be governed in all respects by English law and the parties to this Agreement submit to the exclusive jurisdiction of the courts of England & Wales.