

## TERMS AND CONDITIONS

### 1. THESE TERMS

- 1.1 What these terms and conditions cover. These are the terms and conditions to which your Event Proposal is subject and in accordance with which we manage and supply services for the Event, as defined in your Event Proposal. Together these terms and conditions and your Event Proposal form the contract between you and us (“Contract”).
- 1.2 Why you should read them. Please read these terms and conditions carefully before you confirm that you are happy with the content of our Event Proposal. These terms and conditions tell you who we are, how we will provide your event to you, how you and we may change or end the Contract, what to do if there is a problem and other important information.

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 Who we are. We are Ragasaan Limited a company registered England and Wales. Our company registration number is 04106874 and our registered office is at Countrywide House, 23 West Bar Street, Banbury, Oxfordshire, England, OX16 9SA. Our registered VAT number is 795 5387 67.
- 2.2 How to contact us. You can contact us by telephoning our sales team at 0845 009 8000 or by writing to us at [sales@ragasaan.com](mailto:sales@ragasaan.com) and Ragasa House, Northolt Trading Estate, Belvue Road, Northolt, Middlesex, UB5 5QS.
- 2.3 How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 “Writing” includes emails. When we use the words “writing” or “written” in these terms and conditions, this includes emails.

### 3. OUR CONTRACT WITH YOU

- 3.1 How you will accept the Event Proposal. Your acceptance of our Event Proposal will take place when you sign and return the Event Proposal to us.
- 3.2 Your function reference number. We will assign a function reference number to your event and tell you what it is on your Event Proposal. It will help us if you can tell us the function reference number whenever you contact us about your Event.

### 4. YOUR RIGHTS TO MAKE CHANGES

- 4.1 If you wish to make a change to the Event Proposal or any element of the Event please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the event or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the Contract (see clause 7- Your rights to end the Contract).
- 4.2 You will have provided us with a guaranteed number of people attending your Event in the Event Proposal. You may decrease the number of people attending your Event, but we are not able to reduce the price for the Event. It is possible to increase the number of people attending but this will be subject to additional costs (see clause 14).
- 4.3 If you make last minute changes, for example by changing the time of a wedding ceremony, we will not be liable to you for any delays which are experienced during the Event.

### 5. OUR RIGHTS TO MAKE CHANGES

- 5.1 Minor changes to the event. We may change any aspect of the Event:

- (a) to reflect changes in relevant laws and regulatory requirements.
- (b) to implement technical adjustments; and
- (c) to implement any requirements or obligations stipulated by the venue, These changes will be notified to you as soon as reasonably possible prior to the Event.

5.2 More significant changes to the event and these terms and conditions. We may be required to make significant changes to the Event as a result of instructions from the venue, for example. We will notify you of such change and attempt to arrange reasonable alternatives which remain substantially within the scope of the original Event Proposal.

## **6. PROVIDING THE SERVICES AND EVENT**

6.1 When we will provide the services. We will supply those event planning services described in the Event Proposal after the Contract has formed up to the Event Date, as defined in the Event Proposal and we will run and manage the Event on the Event Date itself, unless you end the Contract as described in clause 8 or we end the Contract by written notice to you as described in clause 10. Unless requested by you in writing, we will not start supplying any services until the "Cooling Off Period" has expired (see clause 7.3). This means we will not secure the venue with payment of a deposit unless you specifically request us to, for example.

6.2 Force Majeure and events outside our control. A "Force Majeure Event" means any circumstance not in our reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) any effects arising from or in connection with an epidemic or pandemic including, but not limited to, any actions, recommendations, announcements or restrictions, related to its subject matter (whether made by a government body, authority, public health organisation or other similar official body) which affect the performance of our obligations under this Contract;
- (d) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (e) nuclear, chemical or biological contamination, or sonic boom;
- (f) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- (g) any labour or trade dispute, difficulty or increased expense in obtaining workers, materials or transport, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same Group as that party).
- (h) collapse of buildings, fire, explosion or accident; and
- (i) interruption or failure of utility service.

6.3 Provided we have complied with clause 6.4, if (and to the extent that) we are prevented, hindered or delayed in or from performing any of our obligations under this Contract by a Force Majeure Event, we will not be in breach of this Contract or otherwise liable for any failure or delay in the performance of our obligations. The time for performance of such obligations will be deemed extended accordingly.

- 6.4 We shall:
- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify you in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on our ability to perform any of our obligations under the Contract; and
  - (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of our obligations.
- 6.5 This clause 6 does not excuse you from paying sums due under this Contract and you are not entitled to relief under any part of clause 6.3.
- 6.6 If a Force Majeure Event is prevailing or predicted at the date of this Contract, we will be entitled to relief under clause 6.3 only if:
- (a) at the date of this Contract, we had good reason to believe that we would be able to perform our obligations notwithstanding the Force Majeure Event; or
  - (b) prior to the Contract (or within the Contract), we had advised you in writing of the risk of being affected by the Force Majeure Event.
- 6.7 If the Force Majeure Event prevents, hinders or delays the performance of our obligations for a continuous period of more than 52 weeks, we may terminate this Contract by giving [30] days' written notice you.
- 6.8 We are not responsible for events which do not directly affect the nature or performance of the Event. If you consider that the Event is impacted by a matter which does not directly affect the Event or occur outside the vicinity of the venue, for example, there are road works on the road leading to the venue, or there is another event being held at the venue, we will not be liable to you if you consider such matter to have affected your Event.
- 6.9 What will happen if you do not give required information to us. We will need certain information from you so that we can organise the Event for you, for example, food and decoration choices. We will contact you to ask for this information as and when it is required. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the Contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for not supplying any part of the planned Event if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.
- 6.10 We may suspend the services or cancel the Event if you do not pay. If you do not pay an instalment for the Event when you are supposed to (see clause 11.4) and you still do not make payment within [14] days of the due date of the payment, we may suspend supply of the Event services until you have paid us the outstanding amounts, or if any sums are outstanding [14] days before the date of the Event, we may cancel the Event. We will contact you to tell you we are suspending supply of the services or cancelling the Event. As well as suspending supply of the Event services we can also charge you interest on your overdue payments (see clause 11.5).

## **7. YOUR RIGHTS TO END THE CONTRACT**

- 7.1 You can always end your Contract with us. Your rights when you end the Contract will depend on how we are performing and when you decide to end the Contract:
- (a) If you want to end the Contract because of something we have done or have told you we are going to do, see clause 7.2;
  - (b) If you have just changed your mind about the Event, see clause 7.3. You may be entitled to a refund if you are within the Cooling Off Period, but this may be subject to deductions;
  - (c) In all other cases (if we are not at fault and there is no right to change your mind), see clause 7.6.
- 7.2 Ending the Contract because of something we have done or are going to do. If you are ending the Contract for a reason set out at (a) to (c) below the Contract will end immediately and we will refund you in full for any element of the Event

services which have not been provided. If we have paid monies to a third party, we will only be able to refund you to the extent that those monies are refundable. The reasons are:

- (a) we have notified you of a significant change to the Event and have not arranged reasonable alternatives as described in clause 5.2; or
- (b) we have told you about an error in the price or description of the services and Event and you do not wish to proceed; or
- (c) you have a legal right to end the Contract because of something we have done wrong.

7.3 Exercising your right to change your mind. For Contracts which have not been negotiated or concluded at our premises, you have a legal right to change your mind within 14 days of signing the Event Proposal. This is known as a “Cooling Off Period”. If you cancel the Contract within the Cooling Off Period and we have not commenced work on your Event, you will be reimbursed all money paid using the same method which the payment was made to us within 14 days of us receiving your notice of cancellation.

7.4 We will not commence work on the Event during the Cooling Off Period unless you expressly request that we do so either by signing the waiver in the Event Proposal or in writing, However, if you cancel the Contract, you will need to pay us for those Event services performed in the organisation of your Event, any non-refundable payments made to third parties prior to you cancelling the Contract and any payments which we are liable to pay to third parties. We may deduct this sum for money already paid to us by you and charge you for any additional sums required.

7.5 When you don't have the right to change your mind. You do not have a right to change your mind;

- (a) once the Event has been completed, even if the cancellation period is still running;
- (b) after the Cooling Off Period has expired (see clause 7.3).

7.6 Ending the Contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 7.1), you can still end the Contract before it is completed, but you may have to pay us compensation. The Contract is completed when the Event has ended, and we have completed any post Event services detailed in the Event Proposal. If you want to end the Contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The Contract will end immediately and we will refund any sums paid by you for services not provided but we may deduct from that refund (or, if the charges exceed your advance payments, charge you) a percentage of the price of the Event as calculated in the cancellation policy detailed in the Event Proposal. This will include any payments either made to third parties and which we are unable to recover or payment which we are liable to pay to third parties.

## **8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

8.1 Tell us you want to end the Contract. To end the Contract with us, please let us know by doing one of the following:

- (a) Phone or email. Call us on 0845 009 8000 or email us at [sales@ragasaan.com](mailto:sales@ragasaan.com). Please provide your name, address, details of the Event Proposal and, where available, your phone number and email address.
- (b) By post. Print off the cancellation form at the end of these terms and conditions and post it to us at the address on the form. Or simply write to us at that address, including details of the Event Proposal and your name and address.

8.2 How we will refund you. We will issue any refund due to you by the method you used for payment. However, we may make deductions from the deposit, as described below.

8.3 When your refund will be made. We will make any refunds due to you as soon as possible but if you are exercising your right to change your mind during the Cooling Off Period, we will issue your refund within 14 days of you telling us you have changed your mind.

## **9. OUR RIGHTS TO END THE CONTRACT**

9.1 We may end the Contract if you break it. We may end the Contract at any time by writing to you if:

- (a) you do not make payment of the deposit within 14 days of the date you sign the Event Proposal;

- (b) you do not make any payment to us when it is due, and you still do not make payment within [7] days of us reminding you that payment is due.
- (c) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Event services and organise the Event;
- (d) you do not, or confirm that you are unwilling to, comply with any instructions issued by a third party in relation to the Event, for example the venue.

9.2 You must compensate us if you break the Contract. If we end the Contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for Event services we have not provided but we may deduct from that refund (if the charges exceed your advance payments, charge you). The Contract will end immediately and we will refund any sums paid by you for services not provided but we may deduct from that refund (if the charges exceed your advance payments, charge you) a percentage of the price of the Event as calculated in the cancellation policy detailed in the Event Proposal. This will include any payments either made to third parties and which we are unable to recover or payment which we are liable to pay to third parties.

## **10. IF THERE IS A PROBLEM WITH THE EVENT SERVICES OR EVENT**

- 10.1 How to tell us about problems. If you have any questions or complaints about the Event services or the Event itself, please contact us. You can telephone us on 0845 009 8000 or write to us at [sales@ragasaan.com](mailto:sales@ragasaan.com) and Ragas House, Northolt Trading Estate, Belvue Road, Northolt, Middlesex, UB5 5QS.
- 10.2 Summary of your legal rights. We are under a legal duty to supply services that are in conformity with this Contract. In accordance with the Consumer Rights Act 2015 you can ask us to repeat any element of the services if it is not carried out with reasonable care and skill and it is possible to do so, for example if your concern relates to organising the Event prior to the Event Date.

## **11. PRICE AND PAYMENT**

- 11.1 Where to find the price for the Event. The price of the Event and the services we provide to organise the Event (which includes VAT) will be the price indicated on the Event Proposal but is subject to increase after you confirm the number of guests (see clause 14.1). We take all reasonable care to ensure that the price of the Event advised to you is correct, but we are reliant on third parties ensuring that the price they provide us is correct.
- 11.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date of the Event, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 11.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, the price of the Event changes due to events outside of our control, for example the cost of food increases or a third-party charge us more. In these circumstances, we will notify you of any increase in the price of the Event. If the increase in price is not acceptable to you, you may end the Contract and we will refund any sums paid by you for Event services not provided but we may deduct from that refund (if the charges exceed your advance payments, charge you) payment for those Event services performed in the organisation of your Event, any non-refundable payments made to third parties prior to you ending the Contract and any payments which we are liable to pay to third parties.
- 11.3 When you must pay and how you must pay. We accept payment by Bank Transfer. You must make payments in accordance with the payment schedule provided in the Event Proposal. The final payment due to us may differ from the Event Proposal if you make any changes to the Event and if you increase the number of guests (see clauses 4.1 and 14.1). The deposit is due within 7 days of you signing the Event Proposal.
- 11.4 We can charge interest if you pay late. If you do not make any payment to us by the due date we may suspend the Event services (see clause 6.5) and charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Bank Of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

- 11.5 What to do if you think an invoice is wrong. If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## **12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

- 12.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Event services.
- 12.2 We are not liable for business losses. We only supply the services for domestic and private use. If you use our services for any commercial or business purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **13. HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 13.1 How we will use your personal information. We will use the personal information you provide to us:
- (a) to manage and supply the Event services and the Event to you;
  - (b) to process your payment for the Event; and
  - (c) if you agreed to this, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.
- 13.2 We will pass your personal information to those third parties who require it in relation to the Event.
- 13.3 We will only give your personal information to other third parties where the law either requires or allows us to do so.

## **14. YOUR OBLIGATIONS AND LIABILITIES**

- 14.1 You must provide us with final numbers. At least 28 days prior to the Event, you must supply us with the final number of guests attending your Event so that we can calculate your final payment.
- 14.2 You must ensure you meet the timeframes given for each aspect of the Event. If there are any elements of the Event which must take place at a certain time, for example because the venue's fire alarms are to be disarmed at a set time, it is your responsibility to ensure that you are not late and that these timeframes are not missed. We shall not be liable for any element of the Event which does not take place in accordance with the Event Proposal or anything which has been agreed prior to the event, if it is as a result of a delay caused by you or your guests.
- 14.3 You must comply with all regulations and instructions. We are subject to various laws and regulations, including those relating to fire, licensing and entertainment. You must observe all instructions given to you by us or the venue and ensure that any person at the Event or the venue at your request, observes all such instructions.
- 14.4 You must and ensure that your guests behave appropriately. Your Event may not be the only event hosted at the venue and there may be noise restrictions in place at the venue. You must ensure that you and your guests behave in an acceptable manner. If we or the venue consider that you or your guest is behaving in a loud or disorderly manner, we will request that you rectify such behaviour and it is your responsibility to ensure that you and your guests comply with such request. If you or your guest continues to behave in a loud or disorderly manner, we may, at our discretion, ask you or your guests to leave the venue without liability to you. Depending on the extent of the disorderly behaviour and the number of people behaving inappropriately, we may, at our option, terminate the Event without liability to you.
- 14.5 You are liable for damage caused by you or your guests. You are liable to us and the venue for any damage caused to the venue, furnishings, decorations, crockery, cutlery, glasses or any other equipment or product used

in the Event whether this is caused by you, your guests, sub-contractors or any other representative. You will be required to pay to us, on demand, such amount required to make good remedy any such damage. If you fail to pay the sums payable by the due date, we will be entitled to charge interest (see clause 11.5).

- 14.6 If you wish to use the services of a third party, you must obtain consent from us. You must request consent from us to use any external service provider during the Event, for example for entertainment services. Prior to requesting consent, you must ensure that any external service provider will comply with all relevant laws and regulations.
- 14.7 You will be responsible for your third-party service provider's actions. You will ensure that your third-party service provider has appropriate insurance to carry out the services and that you obtain an indemnity for them for any loss or damage caused as a result of their acts or omissions. You will be liable to us and the venue for any such loss or damage suffered and it is therefore important to ensure that your third-party service provider indemnifies you appropriately. If you need help understanding what you are obliged to obtain from your third-party service provider, please contact us to confirm.
- 14.8 You may only use our name or logo with our consent. You may not use our name, logo or any derivate of our name or logo in any form of advertising or publicity unless you have received our prior written consent. If you have obtained consent, you may only use our name or logo in the form provided to you and you may not use it in any way which may negatively impact our goodwill or reputation.

## **15. YOUR RIGHTS**

- 15.1 We may, at our sole discretion, refuse access to the venue to any third party service provider instructed by you if we consider that their presence will impact or affect the service and/or the Event we are providing you.

## **16. OTHER IMPORTANT TERMS**

- 16.1 We may transfer this Contract to someone else. We may transfer our rights and obligations under these terms and conditions to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract.
- 16.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms and conditions to another person if we agree to this in writing.
- 16.3 Nobody else has any rights under this Contract. This Contract is between you and us. No other person shall have any rights to enforce any of its terms and conditions.
- 16.4 If a court finds part of this Contract illegal, the rest will continue in force. Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.5 Even if we delay in enforcing this Contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms and conditions, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.
- 16.6 Which laws apply to this Contract and where you may bring legal proceedings. These terms and conditions are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

## CANCELLATION FORM



Complete and return this form only if you wish to withdraw from the Contract

To  
Ragasaan Limited  
Ragas House  
Northolt Trading Estate  
Belvue Road  
Northolt  
Middlesex  
UB5 5QS

[sales@ragasaan.com](mailto:sales@ragasaan.com)

I/We\* hereby give notice that I/We\* cancel my/our\* Contract of sale for the supply of the following Event

Ordered on dd/mm/yyyy  
Function reference number  
Name of customer(s)  
Address of customer(s)

Signature of consumer(s) (only if this form is notified on paper),

Date

*[\*] Delete as appropriate*