

PLANITLIVE LTD: CLIENT BOOKING TERMS

Your booking requests and booking confirmation with us will be subject to these Client Booking Terms, together with our [Privacy Policy](#), Website Terms, [Cookies Policy](#) and any other relevant terms as mentioned in this document.

We may amend these Conditions from time to time at our own discretion and such changes will apply to new Booking Requests. If we consider an amendment to be a material change, we may notify you via email.

YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 7 (LIABILITY).

Planit, we, us, our: means Planitlive Ltd registered in England and Wales with company number 12812870.

The Client, you, your: means the individual or corporation who submits a Booking Request to us and who may agree for the provision of services or goods by one of our Suppliers.

Supplier: means a Planit partner who provides products and/or services which the Client has shown interest in by means of submitting a Booking Request via the Planit Platforms, and/or contracted such products and/or services subject to a Booking Form.

OTHER DEFINITIONS AND INTERPRETATION WHICH APPLY IN THESE CONDITIONS:

Agreed Brief: has the meaning set out in Clause 1.

Booking Form: the document agreed with the Client in accordance with these Conditions, setting out all details of the Supplier Products to be provided to the Client under the Supplier Product Terms, and other special terms.

Booking Request: has the meaning set out in Clause 1.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Conditions: these terms and conditions as amended from time to time.

Contract: the contract between Client and the Supplier for the supply of Supplier Products as formed in accordance with these Conditions.

Deposit: initial amount requested by Supplier in order to start the provision of the Supplier's Services, as specified in a Booking Form Quote.

Client Fees: has the meaning set out in clause 3.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Payment Terms: method through which the Client Fees shall be paid, as agreed in a Booking Form;

Planit Materials: has the meaning set out in clause 6.1(i).

Planit Platforms means [Planit-live.com](#) and such other websites, web-app and/or applications notified by Planit to the Supplier from time to time and as operated by Planit for the performance of the Planit Services.

Planit Services: the services provided by Planit to the Client under this agreement, as specified in clause 2.

Supplier Products: the services to be provided by the Supplier to the Client, as specified in a Booking Form, and subject to a separate contract between the Client and Supplier in accordance with the Supplier Product Terms.

Supplier Product Terms: all Conditions related to the supply of Supplier Products to the Client, as provided to the Client with the Booking Form and/or Approved Quote.

Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as at the time of this agreement. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) Any words following the terms **including, include** for **example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.
- (c) A reference to **writing** or **written** includes emails.
- (d) When there is conflicting information between an Approved Quote and a valid Booking Form, the Booking Form shall prevail.

1. BOOKING PROCESS

Once you have submitted your first brief to us by filling out the form available on the Planit website (**Booking Request**), we will contact you as soon as reasonably possible via email or phone (according to your preferences when filling out the form) to understand more details about your brief and suggest some solutions based on our experience and range of Suppliers. We will then write to you via email to confirm the scope of the Services (**Agreed Brief**).

Following confirmation of the Agreed Brief, we will contact relevant Suppliers and prepare and send you a shortlist of Suppliers which we consider to be the best options for the specific case based on your preferences as discussed previously and outlined in the Agreed Brief. At this time, we will also provide details of each Supplier's quoted Client Fees, details of what they propose as Supplier Products, as well as the Supplier's cancellation policy and other relevant terms, as applicable.

Once we have fully discussed options with you and you have made your choice, we will issue a Booking Form for your review and agreement by signature or confirmation via email – either or any of these forms of written agreement will be considered as binding for the purposes of the Contract. At this point you will have legally agreed to go ahead with the event in the format of the Booking Form and subject to any Supplier Product Terms thereby provided and You will be bound to make payment of the Client Fees, such payment to be taken by Planit as part of our Services under these Conditions.

If you have any questions about the above process or want to understand more of what we do here at Planit, do not hesitate in getting in touch via hello@planit-live.com.

2. PLANIT'S SERVICES

Planit is a supported event booking platform and we provide services to support your event planning, which may include:

- (a) Supplier finding service: Planit has established relationships a range of partners in the events industry (our Suppliers) and will assist you by contacting and shortlisting the ones which fit your Booking Request;
- (b) Supplier management support: once booked and you have entered a Contract, we will assist you by creating a specific workflow/project timeline, including key deliverables and deadlines for the event;
- (c) Management of Supplier contracting process;
- (d) Client account management;
- (e) Planit complete event support;
- (f) Two-way feedback and rating service.

The list above is exemplificative and non-exhaustive, and it will be more or less extensive depending on each case and on what is agreed with you after we receive your Booking Request.

Planit may cease providing some or all of Planit Services, or modify any of the Planit Services at any time at its own discretion. Of course, if Planit ceases or modifies the provision of a Planit Service you have agreed by means of a Booking Form, we will ensure that all Planit Services agreed in it will be completed.

3. CLIENT FEES AND PAYMENT TERMS

Planit's business model is funded by receiving a commission from our Suppliers for any Contracts entered with a Client for the provision of Supplier Products. This allows Planit to offer you a great variety of events, products and services, at no direct cost to you.

All your payments in relation to the Supplier Products (**Client Fees**), as agreed in the Booking Form, will be made by you to the Supplier directly. You are not expected to make any payments directly to Planit under this agreement.

The relevant Client Fees will be specified in the Booking Form, as well as the method and frequency of payment, in the case of payments in instalments (which will be in accordance with the Supplier Product Terms unless otherwise detailed in the Booking Form). The Supplier may require an initial payment or Deposit which will be due at the time of the Booking Form's signature. This is to cover any deposits needed for the Supplier to make necessary arrangements and/or to start the provision of the Supplier Products.

4. PROVISION OF SUPPLIER PRODUCTS

You understand and agree that, once a Booking Form is agreed by you in accordance with clause 1 of these Conditions, any changes to the scope of the project or event, including but not limited to changes to the Supplier Products, Client Fees, Payment Terms and Duration (as detailed in the Booking Form) will need to be reflected by means of a new Booking Form, which Planit will issue under these Conditions. Please note that any updated Booking Form will still be subject to the Supplier Product Terms, as provided by the Supplier with the Booking Form.

The Supplier will be responsible for the entire provision of the Supplier Products to you in the format agreed in the Booking Form.

Please note: Planit is not an events management company, therefore we accept no responsibility for the delivery of the Supplier Products under these Conditions, other than performing the Planit Services.

5. CANCELLATION

If you wish to cancel part or the entirety of the Supplier Products after having signed a Booking Form, you must do so by following the Supplier Products Terms agreed at the time of signature of such Booking Form. Planit cannot guarantee or confirm any cancellation rights, which are determined by the Supplier.

6. DATA PROTECTION

Personal data shared with us by you for the provision of Planit Services, including your contact information submitted with the Booking Request, or discussed via email and/or calls with us, will be managed and/or processed as provided within our [Privacy Policy](#). Planit does not usually process personal data on behalf of clients in performance of Planit Services.

If receipt of the Supplier Products requires the Supplier to process personal data on behalf of you, then such processing will be subject to the Supplier Product Terms or as otherwise agreed between you and the Supplier. Planit specifically excludes all liability relating to any claims, liabilities, damages, costs or other losses, which you may suffer as a result of the Supplier's processing of personal data on your behalf.

7. IP RIGHTS AND MARKETING

All Intellectual Property Rights in the Planit Services and any materials or other documents or items provided in connection with the Planit Services are and shall remain fully vested in us and cannot be used for your own commercial purposes. This does not apply to publications and data provided by third parties. Nothing in these Conditions shall be construed as granting any rights in relation to any Intellectual Property Rights owned by Planit or our licensors, including without limitation in relation to the Planit Platforms.

If you make a booking with Planit and enter a Contract, we may then refer to you as a 'Client' of Planit within our marketing materials, including by use of your trade marks or brand logos which you may make available to third parties for such purposes. If you do not wish us to refer to you on this basis, please [contact us](#) and will be happy to comply. By submitting a Booking Request, you are granting us a licence to use such trade marks or images on this basis.

8. LIABILITY

We accept no liability in relation to the supply of the Supplier Products to you. Delivery and performance of the Supplier Products are entirely the Supplier's responsibility and any liabilities related to the same, as well as all actions or omissions of personnel employed or otherwise contracted by the Supplier, and the rights and obligations of the Client and Supplier, shall be as provided in the Supplier Products Terms or as otherwise agreed between you and the Supplier.

In relation to Planit Services provided to you, we will not be liable to you by way of representation (unless fraudulent), common law duty or under any express or implied term of these Conditions for:

- (a) any losses which are indirect, consequential or otherwise not reasonably foreseeable by both parties when the contract is formed as may arise in connection with the supply of the Services or their use by you;
- (b) any losses which are not caused by a breach of these Conditions by us; or
- (c) business or trade losses, loss of profit and/or revenue.

Subject to the unlimited liability in the paragraph immediately below to this, our entire liability in connection with these Conditions will not exceed the greater of £10,000 or the commission received by Planit from the Supplier for the Supplier Products to which the claim relates.

Nothing in these Conditions shall limit our liability to you for death or personal injury resulting from our negligence or that of our employees, agents or subcontractors nor for any other matter which by law cannot be excluded (for the avoidance of doubt, the Suppliers are not subcontractors of Planit and the Suppliers provide the Supplier Products direct to you).

References to liability in this clause 8 include every kind of liability arising under or in connection with these Conditions including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

9. LEGAL BASIS AND SURVIVAL

These Conditions will apply from the moment you submit a Booking Request to us until and including the duration of the Supplier Products being provided to you (being an '**agreement**' between us for the purpose of this clause 9). For the avoidance of doubt, all Booking Requests, Agreed Briefs, Pitches and Booking Forms will be subject to these Conditions.

Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

For the avoidance of doubt, the Conditions will apply to the Planit Services, the submission of a Booking Form and process for the formation of a Contract, to the exclusion of any other terms otherwise referred to and on the same subject matter, or which are implied by law,

trade custom, practice or course of dealing.

Nothing in these Conditions is intended to limit or prejudice any rights that either you and we may have been granted under other applicable statutes and/or laws.

10. GENERAL

- (a) If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.
- (b) No waiver by us of any breach of these Conditions by you is considered as a waiver of any subsequent breach of the same or any other provision.
- (c) These Conditions are between you and us. No other person shall have any rights to enforce any of its terms, whether under the 'Contracts (Rights of Third Parties) Act 1999' or otherwise save where otherwise permitted by law.
- (d) We will not be liable for any delay or failure to perform any of our obligations under this agreement if the delay or failure results from events or circumstances outside its reasonable control including but not limited to actions and/or responsibilities of third parties, act of God, pandemics, epidemics, breakdown of communication facilities including availability of the Planit Platforms (unless where by negligence or direct fault of Planit), generalised lack of availability of raw materials or energy, strikes, lockouts, accidents, war, terrorist attacks, fire.
- (e) We may freely assign, sub-contract or otherwise transfer in whole or in part the Services. You may not assign, sub-contract or otherwise transfer in whole or in part your rights and obligations under these Conditions without our written agreement.
- (f) These Conditions are governed by the laws of England and Wales. In case of a dispute arising out of or in connection with it, the English courts will have the exclusive jurisdiction to resolve any disputes.