



TERMS AND CONDITIONS

This web site and the related web sites contained herein (collectively, the "Website" or "Site") make available information on third party venues including palaces, castles, hotels, bars, restaurants, clubs, villas, halls, ballrooms, estates, gardens, yachts, museums, landmarks, and other event spaces and as well as premium hospitality-related goods and services.

Application and entire agreement

1. These Terms and Conditions apply to the provision of the services detailed in our quotation, membership, events and other business (**Services**) provided by Prestigious Venues; a company registered in England and Wales under number 07057011 whose registered office is at Berkeley Square House, Berkeley Square, W1J 6BD (**we or us or Service Provider**) to the person buying the services (**you or Customer**). Prestigious Venues Limited is a subsidiary of Crystal Magic Studio Ltd.
2. You are deemed to have accepted these Terms and Conditions by browsing, accessing, caching, or transmitting this website or any of its services or contents, or by beginning to conduct business with us and these Terms and Conditions and our quotation (**the Contract**) are the entire agreement between us. If you do not agree, please cease the use of this website and exit the website immediately.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Interpretation

4. A "business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales.
5. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
6. Words imparting the singular number shall include the plural and vice-versa.



Services

7. We warrant that we will use reasonable care and skill in our performance of the Services specified. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
8. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; however, we shall not be held accountable for any delays involving other business entities in the performance of our obligations.
9. All of these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.

Your obligations

10. You must obtain any permissions, consents, licences or otherwise that we need and must grant us access to any and all relevant information, materials, assets, images, video and any other matters which we need to provide the Services.
11. If you do not comply with clause 10, we can terminate the Services.
12. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (**Your obligations**).

Fees

13. The fees (**Fees**) for the Services are set out in the communications and quotations we provide you.
 - 13.1. There is no added fee payable by clients who book events through Prestigious Venues, other than the fee which is agreed in the quotations.
 - 13.2. As a Venue or Events Supplier, you agree to pay a minimum of **10% commission** to Prestigious Venues on the net fee paid to you by any client which was referred to you by Prestigious Venues. This commission is due on the net amount paid to the venue/supplier by the Prestigious Venues client, regardless of the nature and breakdown of services provided in exchange for that net amount.
 - 13.3. The 10% commission requirement is stated in the initial Prestigious Venues Enquiry email. Once the Venue or Events Supplier responds to the Prestigious Venues Enquiry with an event proposal, they agree to the 10% commission and the above clause regarding 10% commission becomes legally binding. Commission is payable to Prestigious Venues regardless of whether direct contact is established between the client and the Venue/Events Supplier.
 - 13.4. The Venue or Events Supplier agrees to inform Prestigious Venues of the referred event and then to send proof of total client spend following the referred event. Should the Venue or Events Supplier fail to send this proof and postpone the payment process more than 2 calendar months after the event has taken place, Prestigious Venues reserves the right to add interest to the 10% commission which will remain due. Interest added will be subject to the UK Government Late Commercial Payments policy rates.
 - 13.5. Venues and Events Suppliers that qualify and are granted membership of Prestigious Venues agree to pay any membership fees due by the due dates as outlined in the respective invoices and honour any barter agreements in exchange of membership.
14. Where applicable, in addition to the Fees, we can recover from you
 - 14.1. reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses



- 14.2. the cost of services provided by third parties and required by us for the performance of the Services, and
- 14.3. the cost of any materials required for the provision of the Services.
- 15. You must pay us for any additional services provided by us that are not specified in the quotation in accordance with our then current, applicable daily rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 14 also apply to these additional services.
- 16. The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

Cancellation and amendment

- 17. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 15 days from the date of the quotation, (unless the quotation has been withdrawn). This clause is in addition to the terms stated in the quotation of our associated venues or suppliers.
- 18. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
- 19. If you want to amend any details of the Services, you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.
- 20. If, due to circumstances beyond our control, including those set out in the clause below (**Circumstances beyond a party's control**), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

Payment

- 21. We will invoice you for payment of the Fees either:
 - 21.1. Prior to the completion of the Services; or
 - 21.2. On the invoice dates set out in the quotation.
- 22. You must pay the Fees due within 30 days of the date of our invoice, otherwise in accordance with any credit terms agreed between us or as per the due-date stated in the invoice.
- 23. Time for payment shall be of the essence of the Contract.
- 24. If you default on payments:
 - 24.1. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 8% over the Bank of England base rate Late Payment of Commercial Debts Regulations 2002 (SI 2002 No 1674) from time to time on the amount outstanding until payment is received in full.
 - 24.2. If you do not pay the amount due within a reasonable time period and we are forced to hire the services of a debt collection agent, you will be liable for any fees incurred that are payable during this process, up until the debt has been settled.
- 25. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
 - 25.1. As a venue or supplier, you are liable for the payment of commission for events sourced through Prestigious Venues. Commission is not subject to, nor conditional upon, the venue or supplier having first received payment from the client in respect of the quoted services. If a client defaults on payment to the venue or



supplier, commission remains due and payable to Prestigious Venues. Non-payment from the client does not affect our terms of payment.

- 25.2. A minimum of 10% commission is payable by the Venue/Supplier on the net amount that Prestigious Venues brings to the venue, regardless of whether that amount is charged for a live or cancelled event.
- 25.3. Venues and suppliers can include or exclude VAT in their rates, however, commission to Prestigious Venues must always be expressed on the VAT exclusive rate.
- 25.4. Venues and suppliers may not quote to Prestigious Venues prices that are higher than those which are quoted to other prospective clients. It is the responsibility of the Venues and suppliers to integrate the Prestigious Venues commission within their quotations, and not as an additional fee.
- 25.5. For recurring events, the Prestigious Venues commission shall be payable for the first 3 occurrences of that event, or all occurrences within the year in which Prestigious Venues team was involved in the event enquiry.
- 26. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.
- 27. Receipts for payment will be issued by us only at your request.
- 28. All payments must be made in British Pounds unless otherwise agreed in writing between us.

Subcontracting and assignment

- 29. We can at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.
- 30. You must not, without our prior written consent, assign, transfer, charge, subcontract, or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

Termination

- 31. We can terminate the provision of the Services immediately if you:
 - 31.1. commit a material breach of your obligations under these Terms and Conditions; or
 - 31.2. fail to pay any amount due under the Contract on the due date for payment; or
 - 31.3. are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
 - 31.4. enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
 - 31.5. convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

Intellectual property



32. Prestigious Venues is an intellectual property of Crystal Magic Studio Ltd with international © copyrights of Prestigious Venues and all of its related assets, registered in England & Wales under company #05476350. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.
- 32.1. Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- 32.2. By contacting the Prestigious Venues team and complying with our terms and conditions, you may promote your venue and services. You may also use the Website to source venues and services.
- 32.3. You may, however, not modify, create or derive works from, participate in the transfer or sale of, post its code on the internet, or in any way exploit the Prestigious Venues Website itself or any portion thereof for any public or commercial use without the express written permission of Prestigious Venues (and its holding company, Crystal Magic Studio Ltd). You may, therefore, not create a physical or virtual presence (including websites, blogs, social media channels or any other property) on behalf of Prestigious Venues or its community without the express written permission of Prestigious Venues (and its holding company, Crystal Magic Studio Ltd).
- 32.4. You as a user, agree to abide by any and all copyright notices, information or restrictions displayed on this website.
- 32.5. When a supplier or venue engages with Prestigious Venues about quotations or membership services, it grants Prestigious Venues the right to use any venue or supplier content (including text, images, video and other media) across the Prestigious Venues Website and all its associated mediums.
- 32.6. Violating these terms and conditions can lead to legal action against both the individual as well as the company the individual may be representing.
- 32.7. Prestigious Venues reserves the right to modify these terms and conditions at any time, and without prior notice, by posting amended terms on this website. Your continued use of the Prestigious Venues platform and associated properties indicates your acceptance of the amended Terms & Conditions.
- 32.8. Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Scotland and Wales.

Liability and indemnity

33. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.
34. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.
35. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:
- 35.1. any indirect, special or consequential loss, damage, costs, or expenses or;
- 35.2. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
- 35.3. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
- 35.4. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
- 35.5. any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.
36. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.



37. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

Data Protection

38. When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Customer.
39. The parties agree that where such processing of personal data takes place, the Customer shall be the 'data controller' and the Service Provider shall be the 'data processor' as defined in the General Data Protection Regulation (**GDPR**) as may be amended, extended and/or re-enacted from time to time.
40. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
41. The Service Provider shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these terms and conditions or as requested by and agreed with the Customer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.
42. The Service Provider shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.
43. The Service Provider shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Service Provider on behalf of the Customer.
44. Further information about the Service Provider's approach to data protection are specified in its Data Protection Policy, which can be found <https://prestigiousvenues.com/privacy> For any enquiries or complaints regarding data privacy, you can email: data@prestigiousvenues.com

Circumstances beyond a party's control

45. We are not liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond our control.

Communications

46. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
47. Notices shall be deemed to have been duly given:
- 47.1. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
 - 47.2. when sent, if transmitted by email and a successful transmission/delivery report or return receipt is generated;
 - 47.3. on the fifth business day following mailing, if mailed by national ordinary mail; or



47.4. on the tenth business day following mailing, if mailed by airmail.

48. All notices under these Terms and Conditions must be addressed to the most recent address or email address notified to the other party.

No waiver

49. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

Severance

50. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that/those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Law and jurisdiction

51. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.