

## Terms & Conditions

### Definitions

“DML” – Initiative Unlimited is a division of DML Marketing Ltd.

“Client” – The person, organization or company entering into this agreement with DML.

“Order” – The order placed by the Client for the supply of services.

“Entertainment Date” – The day on which the services are to be supplied to the Client by DML.

“Services” – The creation of fictional characters and a plot or scenario by DML to be performed by the Client’s guests and the Client on the entertainment date.

1. Any order is deemed to have been made by the Client and the Client’s guests when accepted by DML upon and subject to these terms and conditions.
2. A deposit of 50% of the total price quoted in the order shall be paid at the time the order is placed with DML by the Client. Where the services include the ordering or booking by DML of premises or other facilities, equipment, food or drink or the services of third parties which necessitate DML in the advance payment of a deposit or such other sums as are necessary to secure such ordering or booking, DML reserves the right to pass on such expenses incurred to the Client and to obtain payment prior to the entertainment date.
3. Payment of the balance due in accordance with the order from the Client shall be made on or before the entertainment date. Where additional services over and above that detailed in the order are supplied by DML at the request of the Client, payment shall be made in respect of such services on the entertainment date or within seven days thereof.
4. Cancellation of an order less than thirty days before the entertainment date shall render the Client liable for 100% of the quoted price for the order plus any cancellation fees liable due to booking by DML of premises or other facilities, equipment, food or drink or the services of third parties. Cancellation of an order thirty or more days before the entertainment date shall render the Client liable for the 50% deposit for the order plus any cancellation fees liable due to booking by DML of premises or other facilities, equipment, food or drink or the services of third parties.
5. Any sums due to DML and unpaid within seven days of the entertainment date shall be subject to interest at the rate of 4% above the base rate of Midland Bank PLC per annum calculated on a daily basis.
6. Where the services supplied by DML include a participation scenario the Client will:
  - (i) No less than 7 days prior to the entertainment date give to DML a list of guests invited on the entertainment date together with details of gender of the guests.
  - (ii) Unless so arranged by DML, give details of the location of the venue for the entertainment together with details of the facilities provided at such a venue.
7. DML cannot accept responsibility for the disruption to the scenario in the event that the number and identity of the guests alters from the list given to DML in accordance with the preceding clause although DML will use its best endeavours to alter the scenario to accommodate the changes.
8. Where the services supplied by DML in accordance with the order include the provision of food and drink, the Client and DML must agree no less than 7 days prior to the entertainment date the precise details of the menu and the detail of drinks both alcoholic and otherwise required by the Client. DML cannot accept responsibility for a shortage of food and drink on the entertainment date where the number of guests is in excess of that notified by the Client to DML prior to the entertainment date. Furthermore, DML accepts no responsibility for the failure to provide food and drink in accordance with the agreed menu where the facilities of the venue are inadequate for the preparation of food and drink except in such circumstances where DML has arranged and booked the venue.
9. Notwithstanding the details of the location, drink, menu, and scenario referred to in the order, DML reserves the right to make alterations at its absolute discretion in the event that circumstances beyond the control of DML prevent the provision of such services as originally agreed.
10. DML does not accept responsibility for the failure of the scenario due to the reluctance of the Client or guests of the Client to participate therein.

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11. Where DML provides any props, equipment, cutlery, glasses, crockery or any other items on the entertainment date, any damage caused by the Client or guests will be paid for by the Client within 7 days of the entertainment date.
12. DML cannot accept responsibility for any damage or personal injury caused to the Client or the Client's guests howsoever caused other than through the deliberate act or neglect of DML or its employees.
13. In the case of actors, entertainers or accessories failing to perform for the Client on the entertainment date the maximum liability of DML is limited to the amount received before the entertainment date for those services.