

Love Events | LondonVenues.London | Venue Terms & Conditions

1. TERMS OF SERVICE OVERVIEW

- 1.1 Love Events Ltd, a company registered in England and Wales under company number 09767320 whose registered office is at 15-70 Craven Park, London, NW109AZ (hereinafter referred to as "Love Events", "we", "us", or "our") provides online search tools (Platforms) that connect Vendors that have a Venue(s) available to hire ("Vendors") with users of our platforms ("Event Bookers") who are seeking to hire such Venues for events or other purposes (referred to collectively as, the "Services").
- 1.2 Love Events acts only as an intermediary and Event Bookers must make Bookings directly with Vendors. We do not process payment transactions and any contract, arrangement or agreement is between Event Bookers and Vendors.
- 1.3 These Terms and Conditions of Service (referred to as "Terms" below), which we reserve the right to amend from time to time, set out your (referred to as "you", "your" or "Vendor" below) obligations and rights along with those of Love Events in relation to access to and use of our platforms available either via our website <https://londonvenues.london> (referred as "site" or "website" below), or our support provided either by telephone, email, or through any other means including supplementary websites including <https://LoveChristmas.London>, <https://ChristmasEvents.London>, <https://SummerEvents.London> and any other (collectively referred to as "Platform").
- 1.4 By adding your Vendor and/or Venue details to our Platform you are deemed to have read all of these Terms, and Policies together with any updates published from time to time and you agree to be bound by them. If you do not agree to any part of these Terms, you have no right to use our Platform.
- 1.5 If you agree to or accept these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and that "you" and "your" will refer and apply to that company or other legal entity, in such an event.
- 1.6 You must be at least 18 years old to use our Platform and by accessing or using our Platform, you represent and warrant that you are at least 18 years old.

2. DEFINITIONS

- "Agreement" is a reference to the contract between you and us as evidenced in these Terms and Conditions, the Website Terms of Use and any other documentation that we may provide to you;
- "Booking" is a reference to a booking of any Venue or made on any terms agreed between Event Booker and Vendor following a Venue Hire Enquiry.
- "Content" is a reference to any material including but not limited to photographs, information, data, scripts, software, videos, text, music, sound, graphics, messages posted by you or other users on our Website
- "Enquiry Form" is a reference to any data capture tool on our platform
- "Event" is a reference to an event or function (of whatever purpose) for which the Booking of a Venue is made.
- "Event Date" is a reference to the date(s) that a venue is made available to an Event Booker by a vendor through a Booking.
- "Event Booker(s)" is a reference to a person or legal entity which has submitted information or completed an enquiry form with our Platform for the purposes of finding a Venue, sending Venue Hire Enquiries and making a Booking with a Venue.
- "Event Agent(s)" is a reference to a person or legal entity which plans and manages an event, and/or makes a Venue Hire Enquiry and/or Booking on behalf of a third party;
- "Hire Fee" is a reference to the total price (exclusive of VAT) agreed between the Vendor and the Event Booker, payable by the Event Booker to the Vendor, for use of the Venue for the Event, on the Event Date (which includes, but is not limited to, venue hire, catering, accommodation, and all other supplementary services required for the Event, which are provided or facilitated by the Vendor).
- "Love Events Agent" means any officer, employee, agent or representative of Love Events Ltd or any other person working on behalf of Love Events.
- "Listing" means any web pages describing details of a Venue that has been uploaded to our platform by a Vendor, or on behalf of a Vendor by a Love Events Agent.
- "Services" is a reference the services we offer to Vendors to display their Venue(s) on our Site(s), and to promote their services on our Platform;
- "Platform" is a reference to our websites, mobile applications and Services through which Event Bookers may learn about Venues and make Bookings with the Vendors that have published Listings on our Platform for the purposes of making them available for Bookings.

- “Recurring Event” is a reference to an Event which takes place or is scheduled to take place across multiple Event Dates (such that the Event falls across two or more non-consecutive dates) due to one or more Bookings, which have arisen from a single Venue Hire Enquiry.
- “Venue” means any premises, accommodation, area, space, quarters, hall, house, centre, suite, office, any part of a building or land and any other property and/or its facilities and immediate surroundings that is in a lawful control of a Vendor and which a Vendor has made available for Bookings through our Platform.
- “Vendor(s)”, “you”, “your” and “yours” is a reference to a person, sub-lessor or a duly authorised representative of a legal entity who is in a lawful control of a Venue and has made it available for Bookings through our Platform.
- “Vendor User Area” means any web pages on our website that only a Vendor and a Love Events Agent can access for the purpose of uploading information regarding your Venue(s).
- “Venue Hire Enquiry” means a message sent to you via our Platform by an Event Booker or by a Love Events Agent on behalf of an Event Booker in order to request a quotation, give details about the Event Bookers planned use of the venue, ask a question about or show interest in a Venue that a Vendor has made available for Booking.

3. REGISTERING YOUR SPACE

- 3.1 Vendor and Venue Content may be uploaded by you onto our Website using the online submission form within your Vendor User Area. A temporary username and password will be issued to you by a Love Events Agent to grant temporary access to the Vendor User Area.
- 3.2 You agree to take particular care when providing us with your details and warrant that these details are accurate and complete at the time of registration and that they are not false or misleading or misrepresent your identity.
- 3.3 You must provide us with valid and complete contact details and a valid email address. Any material changes to this information must be notified to us promptly.
- 3.4 You are alone responsible for providing and maintaining true, current, complete, accurate and non-misleading details about Venues to us.
- 3.5 Love Events may at its sole discretion produce Content for Vendors and Venues which have uploaded information to our Platform, using photos and information that is available publicly. You will be responsible for reviewing such Content to ensure that it is accurate, current, complete and non-misleading.
- 3.6 The decision to list a Vendor is at our absolute discretion and we may refuse to do so where we consider in our absolute discretion that the Vendor is not suitable for the Website or our business.
- 3.7 Love Events reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that Love Events, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or Policies, or otherwise harmful to the Site or Services.
- 3.8 You are alone responsible for:
- (a) ensuring that your Spaces booked through our Platform are of satisfactory quality or are reasonably suitable for intended purpose;
 - (b) services that you or your business partners render or products you or your business partners offer;
 - (c) safety measures at your Venue or Space;
 - (d) your own acts and omissions and acts or omissions of individuals working for or are otherwise present at Venue or in your Space at your request;
 - (e) all activities that you conduct with the assistance of our Services
 - (f) compliance with any agreements you entered into with any third parties;
 - (g) compliance with any applicable laws, rules and regulations;
- 3.9 Love Events has no obligation to search for, scan, check, review, modify or remove any Content that breaches the letter or spirit of the Terms, although we reserve the right and may, without any notification, monitor, moderate, edit or remove any or all material submitted to our website, or stored on our servers, or hosted or published upon our website.
- 3.10 A Vendor must be legally capable of offering its services to Event Bookers through the Website.
- 3.11 Prices that you indicate on our Platform must not be higher than any fixed price you display, market or quote elsewhere or directly communicate to the User and must be inclusive of any Commission payable to us.
- 3.12 We reserve the right to alter, amend or withdraw any Content at any time where we consider it appropriate to do so.
- 3.13 To request changes to be made to your Listing you can contact Love Events by emailing hello@loveevents.london. A Love Events Agent will either issue you with a new temporary username and password to gain access to the Vendor User Area, or advise how to make the requested changes.

4. VENDOR CONTENT

4.1 In addition to The Content and Listing Guidelines set out in the Website Terms of Use, Your Content must not be illegal or unlawful, must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law) and must not infringe any person or third party's legal rights.

4.2 Your Content (and its publication on our website) must not:

- (a) be libelous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- (d) infringe any right of confidence, right of privacy, or right under data protection legislation
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime;
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) be in breach of official secrets legislation;
- (k) be in breach of any contractual obligation owed to any person;
- (l) depict violence in any form;
- (m) be pornographic or sexually explicit;
- (n) be untrue, false, inaccurate or misleading;
- (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- (p) constitute spam;
- (q) be offensive, deceptive, threatening, abusive, harassing, or menacing, hateful, discriminatory or inflammatory;
- (r) cause annoyance, inconvenience or needless anxiety to any person; or
- (s) use the facilities of our website to post any content that may bring the Society, its members or any third parties into disrepute.
- (t) link to any website or web page consisting of or containing material that would, were it posted on our website, breach the provisions of these terms of use.
- (u) have ever been the subject of any threatened or actual legal proceedings or other similar complaint.⁷

4.3 Love Events does not claim ownership of your Content. However, you grant to us a worldwide, irrevocable, perpetual, non-exclusive, royalty-free license to Content (and its publication on our website) to:

- (a) use your Content that you provided to us or that you made publicly available for the purpose of our own marketing, promotion, advertising and commercial purposes;
- (b) reproduce, store and publish your Content on and in relation to this Platform and any successor Platform;
- (c) reproduce, store and, with your specific consent, publish your Content on and in relation to this Site;
- (d) manage, edit, adapt, and improve your Content you created on our Platform;
- (e) sub-license these rights, and the right to bring an action for infringement of these rights;

4.4 You hereby waive all your moral rights in your Content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your Content have been waived to the maximum extent permitted by applicable law.

4.5 Without prejudice to our other rights under these Terms, if you breach any provision of these Terms in any way, or if we reasonably suspect that you have breached these Terms in any way, we may delete, unpublish or edit any or all of your Content..

5. BOOKING PROCESS

5.1 Love Events acts as an intermediary to help Vendors advertise Venues to Event Bookers.

5.2 Any agreement, contract or arrangement is between you and an Event Booker. Love Events is not a party to nor liable under any contract, arrangement or agreement entered into between Vendor and Event Booker, nor is Love Events a contracting agent or insurer.

5.3 Through our Platform, Event Bookers can learn about Vendors and Venues, view Venue details and send you Venue Hire Enquiries which you agree to receive and respond to.

5.4 Event bookers can find Venues by browsing Vendors who have uploaded venue information onto our platform and published their Listings.

5.5 Alternatively, an Events Booker may enter information into any Enquiry Form on our site or contact us by any other means, so that a Love Events Agent will recommend potential Vendors for an Event Booker based on their requirements at the complete discretion of a Love Events Agent.

5.6 As such, you can receive a Venue Hire Enquiry directly from an Event Booker or from a Love Events Agent, on the Event Bookers behalf, which you agree to receive and respond to.

- 5.7 All Venue Hire Enquiries may be subject to review by a Love Events Agent prior to, or at such time as they are sent to you (whether through automated processes, or through manual communication).
- 5.8 Love Events reserves the right, at any time and without prior notice, to withhold any Venue Hire Enquiries that Love Events, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or Policies, invalid, spam, or otherwise harmful to the Site or Services.
- 5.9 When you respond to a Venue Hire Enquiry you undertake to do so accurately and promptly and errors will be treated to be in favour of an Event Booker.
- 5.10 Once you reply to a Venue Hire Enquiry, an Event Booker, or Love Events Agent, may at their own discretion contact you in order to negotiate any terms of booking, or make a Booking at any of your published Venues, which you can accept or reject.
- 5.11 It is your responsibility to update Love Events as to the status of a booking and you will act in good faith in ensuring that Love Events are informed of the current state of affairs accurately.
- 5.12 If you confirm a Booking with an Event Booker, you must notify Love Events within 24 hours and provide evidence of the date the Booking is confirmed, the quoted Hire Fee, the Event Date and the date or dates on which payment of the Hire Fee by the Event Booker becomes due.
- 5.13 Once the event has taken place, you must inform Love Events of the total commissionable amount.
- 5.14 Love Events may contact an Event Booker at any time after you have replied to a Venue Hire Enquiry to ask about the status of a Venue Hire Enquiry made through our Platform.
- 5.15 Once the event has taken place, you must inform Love Events and provide evidence of the total commissionable amount.

6. FEES AND PAYMENT

- 6.1 In consideration for the use of our Platform to advertise your Venue and for all Bookings where payment is due to you from an Event Booker as a result of a Venue Hire Enquiry, the Vendor agrees to, and shall be liable to pay a flat non-refundable 10% commission (referred as "Commission" below).
- 6.2 Commission is calculated based on the total payment due to you from an Event Booker, excluding VAT, which will be added to all commission invoices if applicable.
- 6.3 Commission is payable by a given Vendor to Love Events on any given Booking that was made:
 - (a) at such a time as an event Booker has sent a Venue Hire Enquiry through our Platform; or
 - (b) where a Venue Hire Enquiry sent by a "Love Events Agent" or an Event Booker becomes a confirmed Booking and Love Events is notified either by yourself or by an Event Booker; or
 - (c) where a Love Events Agent has suggested to or selected the Venue for an Event Booker
- 6.4 Commission is not payable on a given Booking when:
 - (a) an Event Booker browsed our Platform and confirmed a given Booking for a given Venue with the given Vendor independently of our Platform and without any advice, help, or assistance from a Love Events Agent; or
 - (b) before a given Venue was selected by, or suggested to an Event Booker by a Love Events Agent for a given Booking, an Event Booker had already contacted the Vendor directly, with regards to that particular Booking and the Vendor responded to the Event Booker's enquiry or request; or
 - (c) before a Venue Hire Enquiry for a given Booking was sent through our Platform either by an Event Booker or a Love Events Agent, an Event Booker had already contacted the Vendor with regards to that particular Booking and the Vendor responded to Event Booker's enquiry or request.
- 6.5 Love Events will invoice a Vendor for a particular Booking within 28 days of the Event Date for that particular Booking. You agree to provide us with a valid copy of a receipt, bill or invoice or payment confirmation in evidence of the total amount due to you from an Event Booker
- 6.6 Love Events does not charge Event Bookers and you will not charge Event Bookers for the Commission you owe or would owe us for the Bookings made through our Platform.
- 6.7 If an Event Agent sends a Venue Hire Enquiry to you through our Platform that becomes a booking, commission will be payable to Love Events and Love Events alone, unless agreed in writing by a Love Events Agent prior to the Event date.
- 6.8 All invoices must be paid within 28 days of the date of invoice by bank transfer to our nominated bank account.
- 6.9 Your obligation to pay us the Commission will not be subject to an Event Booker making a payment to you for a given Booking made through our Platform.
- 6.10 In the event of a query or dispute with an invoice you must notify us of your query or the nature of your dispute within 3 days of the date of the invoice. Failure to notify within this time will mean that you are deemed to have accepted the invoice in full and the full amount is due and payable. In the case of valid queries or disputes, you must pay us the undisputed amount by the due date. You are not entitled to set off any sum owing by you under this Agreement against any sum that we may owe you.
- 6.11 Failure to pay on time will result in late payment charges which shall be calculated in accordance with The Late Payment of Commercial Debts (Interest) Act 1998 (as amended) from the date the payment was originally due until the date of actual payment.
- 6.12 We reserve the right to charge an administration fee for any late payment notices which we send to you in the event of your late payment. We also reserve the right to cancel any discount that we may have offered to you, to alter your payment terms and/or to terminate your Listings in the case of late payment.

- 6.13 If we are not paid, we may instruct a debt collection agency or law firm to collect our payment (including any interest and/or late payment charges) on our behalf. In such circumstances, you will be liable to pay an additional sum to us which will not exceed the reasonable costs that we may have to pay the debt collection agency or law firm, who will add the sum to your outstanding debt on our behalf.
- 6.14 If a given Booking was cancelled by an Event Booker, no Commission will be payable. This does not apply to a Booking cancelled by you.
- 6.15 All rights and obligations in respect of payment of any commission are binding on both you and ourselves, as well as your and our assignees and successors.
- 6.16 Love Events reserves the right to charge a different rate of commission to that stated in these terms, or otherwise advertised on the Site on a case by case basis at its absolute discretion, including for (but not limited to) registered charities and academic Vendors.

7. LIMITED WARRANTIES

- 7.1 Although we will try to ensure the smooth and uninterrupted operating our Platform, we do not guarantee, warrant or represent:
- (a) the accuracy, completeness or timeliness of the information published and made available through on our website, application or Services;
 - (b) that the website, application or any our Service will remain available;
 - (c) that access to or operation of our Platform will be free from interruption or interference;
 - (d) that our Platform will be free from errors, viruses or any other harmful components, or that such defect will be fixed.
- 7.2 Vendor and Venue details and any other information or material posted through our Platform is not intended as advice and should not be relied upon. Love Events cannot and does not guarantee and is not responsible for truthfulness or accuracy of the Content the Vendors, Love Events Agents or Event Bookers submit to our Platform or provide to us,. Love Events excludes all responsibility and liability related to any Vendors Content to the maximum extent allowed by applicable law.
- 7.3 We reserve the right to discontinue or alter any or all of our Services, and to stop publishing our websites or any mobile applications, at any time in our sole discretion without notice or explanation; and save to the extent that these Terms expressly provide otherwise, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any our Services.
- 7.3 To the maximum extent permitted by applicable law, we exclude all representations, warranties, terms and conditions, express or implied, in relation to the subject matter of these Terms, our Platform and the use of our Platform.
- 7.4 Each of us acknowledge that in entering into contract under these Terms, neither you nor Love Events will rely on any representation, statement, assurance or warranty ("Representation") of any person, unless such Representation is expressly laid out in these Terms. The only rights and remedies available to us arising out of or in connection with a Representation shall be for breach of contract the terms of which are provided in these Terms and Conditions.

8. LIMITATION OF LIABILITY

- 8.1 The Vendor acknowledges that if for any reason an Event Booker is not content with a Vendor or Venue, the Event Booker's claim is against the Vendor and the Vendor alone.
- 8.2 Should an Event Booker engage a Vendor through our Platform, Love Events is not a party to nor liable under any contract, arrangement or agreement entered into between Vendor and Event Booker, nor is Love Events a contracting agent or insurer.
- 8.3 Love Events specifically disclaims all and any liability over the conduct of any Event Bookers, Vendors, Event Agents or other visitors to the Site to the fullest extent permissible under applicable law.
- 8.4 Whilst Love Events makes certain tools available to an Event Booker to help them make informed decisions about which Vendors to use, when you choose to confirm a Booking you acknowledge and agree that Love Events has no liability in relation to the decision to enter into an agreement with an Event Booker or the subsequent conduct of that Event Booker or the other guests, suppliers or anyone else invited to the Venue by the Event Booker.
- 8.5 The Vendor is responsible for its own acts and omissions and remains responsible for the acts and omissions of any individuals who use or are otherwise present at the Venue at your request, invitation or with your agreement.
- 8.6 Disclosing any information to Event Bookers is entirely at your own risk and we accept no liability for any loss, damage, cost or expense you may incur as a result.
- 8.7 Love Events will not be responsible or liable for any damage or losses which you sustain as a result of any Venue Hire Enquiry made through our Platform or a Booking made following a Venue Hire Enquiry and you hereby agree to fully indemnify us on demand and hold us harmless against any loss of business, income, revenue, profits, commercial opportunities, anticipated savings or any other benefit, data, information, contracts, office time or waste of resources, damages, costs (including all reasonable legal and administrative costs), damage to goodwill or reputation, and/or loss from claims by third parties suffered or incurred by us as a result of (i) your breach of

these Terms and Conditions, (ii) the supply or failure to supply the services to an Event Booker, (iii) the Content which you or Love Events may have uploaded to the Website and/or (v) your improper use of the Platform or a breach of any law or the rights of a third party, however arising and whether foreseeable or not and whether caused by tort (including negligence), breach of contract, legal action or otherwise.

- 8.8 Neither Love Events nor our affiliates, parents, subsidiaries, directors, employees, officers or agents shall be liable, including without limitation, for:
- (a) any business losses, including (without limitation) business interruption, loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities, goodwill or any other benefit, reputation, claim, office time or waste of resources;
 - (b) any loss or corruption of any data, database or software, viruses or other malicious software which is acquired by accessing the Site, or any site, services, application or tool linked to the Site
 - (c) any misrepresentations other than fraudulent misrepresentations.
 - (d) service interruption or system failure;
 - (e) any special, indirect, incidental, exemplary, consequential or punitive loss or damage;
 - (f) costs of substitute products or services;
 - (g) damage to property, personal injury or bodily injury, death or emotional distress
 - (h) any indirect loss, consequential loss, loss of data, loss of income or profit, loss or damage to goodwill, loss or damage to property and/or loss from claims of third parties arising out of the use of the Website or for any services we may provide to you.
 - (i) any damage to your device which is used to access or use our Platform;
 - (j) the Vendor's need to modify content, practices, behaviour or loss of or inability to do business, as a result of modifications to these Terms or our policies (and Love events reserves the right to modify its policies and these Terms at any time).
- 8.9 We may provide supplementary advertising services to you and we do not guarantee or warrant in any way the results of such advertising or that your revenue will increase as a result of the use of our Platform.
- 8.10 For the avoidance of doubt, Love Events shall not be liable for any loss or damage caused to the Vendor that arise from the actions or default of any Event Booker (for any reason whatsoever) and Love Events makes no warranties or representations to the Vendor as to the Event Bookers who may engage with the Vendor, as a direct result of our Services
- 8.11 Nothing in these terms of use will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law.
- 8.12 The limitations and exclusions of liability set out in this section and elsewhere in these terms of use: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms of use or in relation to the subject matter of the terms of use, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.
- 8.13 As Love Events is not a party to a contract between you and an Event Booker, all claims an Event Booker may have in case he or she is not satisfied with a booking or your service, whether in whole or in part, will be made against you.
- 8.14 Love Events cannot and does not guarantee and is not responsible for truthfulness or accuracy of the Event Bookers' identities or the Content Event Bookers submit to us/you through our Platform or provide to us.
- 8.15 Love Events does not check, monitor or control creditworthiness of Event bookers.
- 8.16 Love Events are not responsible for mediation or the enforcement of any obligations arising from a contract between you and User.
- 8.17 Nothing in these Terms will limit or exclude any liability for death or personal injury resulting from negligence, fraud, or fraudulent misrepresentation;
- 8.18 You accept that we have an interest in limiting the personal liability of our employees, officers and directors and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our employees, officers and directors in respect of any losses you suffer in connection with the Platform or these Terms (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).
9. GENERAL
- 9.1 When you use our Website or Platform you agree to be bound by these Terms and Conditions in addition to the Website Terms of Use, which can be found here: <http://londonvenues.london/terms>. In the event of any conflict between the Website Terms of Use and these Terms and Conditions, these Terms and Conditions shall prevail and no other terms, whether expressed or implied, shall form part of this Agreement. In the event of any conflict between these Terms and Conditions and any other term or provision, these Terms and Conditions shall prevail.

- 9.2 You agree that Love Events may use your name and logo to identify you as a customer of Love Events on our Website, and as a part of a general list of our customers for use and reference in our corporate and marketing literature. Additionally, you agree that Love Events may issue a press release identifying you as our customer, subject to your prior approval which will not be unreasonably withheld or delayed.
- 9.3 We may subcontract any part or parts of our performance of this Agreement from time to time and we may assign or novate any part or parts of our rights and obligations under this Agreement without your consent or any requirement to notify you.
- 9.4 We reserve the right to, at any time, alter or vary the Terms and Conditions unilaterally from time to time. You are reminded to check the Website on a regular basis for any updates and/or amendments. If you do not agree to any of the updates or amendments at any time you should cease to use the Site and/or Services.
- 9.5 We may terminate or suspend any part of the Services at any time, without giving notice to the Vendor.
- 9.6 Termination of your listing shall not affect any rights, remedies, obligations or liabilities that the parties have accrued up to the date of termination, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination.
- 9.7 If any term or condition of our Agreement shall be deemed invalid, illegal or unenforceable, the parties hereby agree that such term or condition shall be deemed to be deleted and the remainder of the Agreement shall continue in force without such term or condition.
- 9.8 Some portions of the Love Events platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to [Google's terms of use](#)
- 9.9 No delay or failure by Love Events part to enforce our rights or remedies provided under these Terms and Conditions or by law shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 9.10 It is not intended that the undertakings and obligations of the parties set out in this document shall be for the benefit of and capable of being enforced by any other person by virtue of the Contracts (Rights of Third Parties) Act 1999.

10. NOTICES

- 10.1 We will contact you by e-mail, by post or by providing you with information by posting notices on the Site.
- 10.2 Notices will be deemed received and properly served immediately when posted on the Site, 24 hours after an email is sent, or three days after the date of posting of any letter sent within the UK.

11. INDEMNITY

- 11.1 You agree to indemnify, hold harmless and defend Love Events, its directors, employees, officers, agents, consultants and affiliates from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) that arise from, without limitation, the Vendor's use of the Site, Platform and Services, any breach of these Terms and Conditions, infringement of any Intellectual Property Rights or any other right of any person or entity, or any defamatory statements made by the Vendor in any form, or breach of any duty of confidence or privacy.

12. SEVERANCE

- 12.1 If any provision or part-provision of these Terms and Conditions becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms and Conditions.

13. GOVERNING LAW AND JURISDICTION

- 13.1 These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 13.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions or their subject matter or formation (including non-contractual disputes or claims).