

STANDARD TERMS AND CONDITIONS

1. The Terms

These Terms and Conditions shall be incorporated into each Contract for the hire of the Products by Beautiful Occasions to You. By hiring the Products from Beautiful Occasions, You accept and agree to the Terms.

2. Definitions and Interpretation

2.1 In the Terms, unless the context otherwise requires, the following expressions have the following meanings:

"Beautiful Occasions"	means Beautiful Occasions of 14 Wheatley Road, Corringham, Essex. SS17 9EQ;
"Business Day"	means any day other than a Saturday, Sunday or bank holiday;
"Contract"	means the contract between You and Beautiful Occasions;
"Deposit"	means the sum payable by You under clause 3.9, which is required in order to secure the Order;
"Event"	means the occasion for which the Products are hired by You;
"Products"	means chair covers, balloon displays, table swags, centre pieces, starlight backdrop and any other products supplied by Beautiful Occasions to You subject to the Terms;
"Hire Period"	means the period for which You hire the Products for the Event;
"Month"	means a calendar month;
"Order"	means Your order for the Products for the Event;
"Quote"	means the written quotation provided to You by Beautiful Occasions as described more fully in clause 3.7;
"Security Deposit"	means the sum payable under clause 5.18 to cover the non-return, loss, theft or damage of any of the Products;
"Terms"	means these terms and conditions;
"You/Your"	means you, the hirer of the Products from Beautiful Occasions.

2.2 Unless the context requires otherwise, each reference in the Terms to:

2.2.1 "writing", and any similar expression includes electronic communications sent by e-mail;

2.2.2 a "clause" is a reference to a clause of the Terms.

2.3 The headings used in the Terms are for convenience only and shall have no effect upon the interpretation of the Terms.

2.4 Each reference the singular number shall include the plural and vice versa where appropriate.

3. The Contract

3.5 The Terms governs the supply of the Products by Beautiful Occasions to You. The Terms will form the basis of the Contract between Beautiful Occasions and You. Before completing the Order, You should ensure You have read the Terms carefully. If You are unsure about any part of the Terms, please ask Beautiful Occasions for clarification.

3.6 Nothing provided by Beautiful Occasions including, but not limited to, sales and marketing literature, the Quote, price lists and other documents constitutes a contractual offer capable of acceptance. The Order constitutes a contractual offer by You that Beautiful Occasions may, at its discretion, accept.

3.7 Following an initial consultation with You, Beautiful Occasions will provide You with a Quote, which will include details of the costs for each of the Products and details relating to the set-up of the Products for the Event. The Quote will usually be provided within 7 day of the initial consultation. Any Quote is valid for 14 days from the date of the Quote and Beautiful Occasions will hold a provisional booking for You for 14 days from the date of the Quote.

3.8 If You want to hire the Products for the Event, You should confirm this in writing to Beautiful Occasions within 14 days of the date of the Quote. A legally binding contract between Beautiful Occasions and You will be created upon Beautiful Occasions' acceptance of the Order, indicated by Beautiful Occasions' written confirmation of Your Order. The Contract comprises the Order confirmation and these Terms.

3.9 You must pay the Deposit within 7 days of the date of the Order confirmation from Beautiful Occasions. The Deposit is 25% of the estimated total cost of the hire of the Products or the authorised purchase order. If You do not pay the Deposit within this time, Beautiful Occasions may cancel the Order. The Deposit is non-refundable, which means that it will not be returned to You in the event that the Contract is terminated for any reason or You do not hire the Products for any reason.

3.10 During the period of the Contract, the Products supplied by Beautiful Occasions belong to and remain the property of Beautiful Occasions at all times. You have no right, title or interest in the Products, except that they are hired to You for the Event and are subject to Your safekeeping whilst in Your possession.

4. Your Obligations

4.11 When placing the Order, You should confirm to Beautiful Occasions the following information:

4.11.3 the number of each Product that You want to hire, including whether any balloon decoration is required and how many, and what type of balloon decoration is required;

4.11.4 the venue where the Event is to take place;

4.11.5 the date, and start and finish times of the Event, and when Beautiful Occasions will be able to set up the Products before the Event and remove the Products after the Event;

4.11.6 the number of tables at the Event and the number of guests expected at the Event;

4.11.7 any other information that Beautiful Occasions may reasonably need in order to supply and set up the Products for the Event.

4.12 If any of the information in clause 4.11 changes or You want to change Your Order, You must inform Beautiful Occasions in writing as soon as possible and in any event at least 3 Months before the Event. If You do not provide Beautiful Occasions with this period of notice of any changes, Beautiful Occasions reserves the right to charge You in full for any Products in the Order.

4.13 The following rules apply to Your hire and use of the Products:

4.13.8 You must co-operate with Beautiful Occasions to allow Beautiful Occasions to supply and set up of the Products for the Event;

4.13.9 You must take reasonable care of the Products throughout the Hire Period;

4.13.10 You must not do anything or allow anything to be done to that may cause damage to the Products;

4.13.11 You must not subject the Products to, or allow the Products to be subjected to, any misuse or wear or tear over that consistent with normal and reasonable use;

4.13.12 You must not remove the Products from the Event, nor sell or rent, or offer to sell or rent, or otherwise dispose of the Products.

4.14 You should check the Products following set-up by Beautiful Occasions of the Products for the Event. If there are any items missing or if there is any visible damage to the Products, You should inform Beautiful Occasions immediately by telephone or email. Beautiful Occasions will use all reasonable endeavours to replace missing items or damaged Products.

5. Fees and Payment

5.15 The price for the hire of each of the Products will be that shown in Beautiful Occasions' current price list. This is available on request. Beautiful Occasions reserves the right to change the price for the supply and hire of each of the Products from time to time and to update its price list accordingly.

5.16 A Security Deposit is payable two months before the Event in accordance with clause 5.18. The Security Deposit will be retained by Beautiful Occasions in full or in part if any of the Products are not returned, or are lost, stolen or damaged in any way. The Security Deposit is calculated as follows:

5.16.13 £1.50 for each chair cover supplied;

5.16.14 £1.00 for each ornament (such as diamante buckles etc) supplied;

5.16.15 £90.00 for any balloon equipment supplied; and

5.16.16 between £5.00 and £20.00 for each centre piece or table swag supplied, depending on its size.

Any Security Deposit due to be refunded to You will be returned after the Products are collected by Beautiful Occasions.

5.17 If You hire the starlight backdrop, You must provide Your credit card details to Beautiful Occasions as the cost of its replacement if it is not returned for any reason or is damaged is £900.

5.18 Beautiful Occasions shall invoice You for the total payment for the hire of the Products and the Security Deposit, less any Deposit already paid, two Months before the Event. You must pay the amount in full within 7 days of the date of the invoice. Time of payment is critical to Beautiful Occasions and Beautiful Occasions can cancel Your

booking and terminate the Contract immediately under Clause 12.42 if any payment is not made within the time limits set out in these Terms.

- 5.19 Any payment by cheque will not be deemed to be made until Beautiful Occasions have received cleared funds for the full amount into its bank account. Unfortunately Beautiful Occasions cannot accept payment by credit or debit card. Payment may be made via PayPal but it will be subject to a 3% surcharge, which is calculated on the full cost of the payment due to Beautiful Occasions and will be added to the invoice. If You want to pay via PayPal, You should contact Beautiful Occasions to make arrangements.
- 5.20 If You fail to pay on time, Beautiful Occasions can charge You interest at 3% per year above the Bank of England base rate from time to time from the due date until You pay Beautiful Occasions. This rate applies before or after any court judgment in Beautiful Occasions' favour on the debt. The interest will be earned daily and You must pay the interest along with the overdue amount. A debt recovery fee of £40 may be charged as well. You will be liable to pay to Beautiful Occasions any additional costs, fees or charges that Beautiful Occasions may incur in connection with enforcement of any amount owed by You to Beautiful Occasions including, but not limited to court fees and legal expenses.
- 5.21 You are not allowed to hold back any payment due to Beautiful Occasions as a set-off or credit or counterclaim in relation to money which You think Beautiful Occasions owe to You unless the law allows it. However, Beautiful Occasions may set off any amount You owe Beautiful Occasions against any amount Beautiful Occasions owes You.

6. **Hire Period**

The Hire Period shall be from the set-up of the Products by Beautiful Occasions before the Event until the Products are removed by Beautiful Occasions after the Event.

7. **Cancellation**

- 7.22 You may cancel an Order by phone between 9am and 5pm on a Business Day. This must be confirmed in writing by email or letter, which must be received by Beautiful Occasions within two Business Days of the phone call cancelling the Order.
- 7.23 Any cancellation under Clause 7.22 is subject to the following:
- 7.23.17 for an Order cancelled more than three Months before the Event, there will be no further charge for the Products to ordered by You from Beautiful Occasions for the Event, but You are not entitled to any refund of the Deposit. The Deposit is non-refundable once it is paid;
- 7.23.18 for an Order cancelled within three Months of the Event, the full cost of all of the Products to be ordered by You from Beautiful Occasions for the Event is payable.

8. **Health and Safety**

The balloons are inflated with helium gas. Helium gas is not poisonous but it is not recommended for human consumption. You are responsible for ensuring that all those who attend the Event or otherwise have access to the balloons are aware of this.

9. **Loss and Damage**

- 9.24 You are responsible for, and will be required to indemnify Beautiful Occasions for, the non-return, or any loss or damage that may occur to the Products at any time during the Hire Period.
- 9.25 A replacement charge will be made for each Product that is not returned or is lost, damaged (subject to fair wear and tear) or stolen. These charges are as follow:
- 9.25.19 £7.50 for each chair cover;
- 9.25.20 £1.00 for each ornament (such as diamante buckles etc);
- 9.25.21 £7.50 for each centre piece;
- 9.25.22 £1.50 for each organza, lace or satin sash;
- 9.25.23 £3.99 for each lace hood;
- 9.25.24 £2.50 for each organza hood;
- 9.25.25 £3.50 for each mirror;
- 9.25.26 up to £45.00 for each table swag, depending on its size; and
- 9.25.27 £900.00 for the starlight backdrop.

If there are any Products that You hire which are not included in this clause, the replacement charge for that Product should it not be returned, or is lost, damaged (subject to fair wear and tear) or is stolen, is available from Beautiful Occasions.

9.26 Any replacement charge will be first deducted from the Security Deposit. However if the Security Deposit does not cover all of the charge, Beautiful Occasions will invoice You for the remaining amount. This is payable within 14 days of the date of the invoice.

10. Beautiful Occasions' Liability

- 10.27 Beautiful Occasions will ensure that all helium balloons are 'flying' appropriately before it leaves the venue. However that the 'flight' of helium balloons can be affected by significant changes in temperature, for example a reduction in temperature will cause deflation. Beautiful Occasions is not responsible for any balloons that deflate or for any other problems with the balloons by events beyond its control. Beautiful Occasions is not liable for any discrepancies to the balloons or damage caused by balloons once the decoration is set up.
- 10.28 Balloon decorations are purely for decorative purposes only. Beautiful Occasions is not liable for any misuse of balloons by any person.
- 10.29 Beautiful Occasions is not liable for the de-rigging of any balloon decoration unless otherwise agreed in writing between Beautiful Occasions and You.
- 10.30 Sometimes the products sent by the manufacturer differ from the samples that Beautiful Occasions receive, and may vary in colour or shape, in which case Beautiful Occasions will do its best to offer a substitute of the same or better quality at the same price.
- 10.31 Beautiful Occasions is not responsible for loss of or damage to the Products whilst in transit to the venue where the Event is to take place before set up due to circumstances beyond its control or due to the acts of third parties.
- 10.32 Before Beautiful Occasions sets up any Products including any balloon decoration, You must ensure that all tables are laid and that no ladder is required for the set-up. Beautiful Occasions reserves the right to refuse to set up the Products, including a balloon decoration, in full or part if these and any other requirements notified to You are not met when Beautiful Occasion is due to set up for the Event. In such circumstances, You will be liable for the full cost of the Products, including any balloon decoration.
- 10.33 Beautiful Occasions reserves the right to leave the venue if there is no access available at the time agreed with You that Beautiful Occasions would set up the Products. In such circumstances, Beautiful Occasions is not required to attend the venue at any other time to gain access and no monies will be refunded for the hire of the Products. You will be liable for full cost of all of the Products to be supplied for the Event.
- 10.34 Beautiful Occasions is not liable for accidents or injuries caused to any person or property by any of the Products including but not limited to balloons, chair covers, starlight backdrop or other decorations supplied by it. Beautiful Occasions is not liable for any damage or personal injury caused by candles or tea lights used by it, or for the spillage of candle wax onto carpets, soft furnishings or any other property belonging to You or any person.
- 10.35 Beautiful Occasions reserves the right to take photographs of all its Products at an Event, to be used as marketing, PR, on its website or in other promotional material.
- 10.36 Beautiful Occasions will be responsible for any foreseeable loss or damage that You may suffer only as a result of Beautiful Occasions' material breach of the Terms or as a result of its negligence. Loss or damage is foreseeable only if it is an obvious consequence of Beautiful Occasions' breach or negligence or if it is contemplated by Beautiful Occasions and You when the Contract is formed. Beautiful Occasions is not responsible for any loss or damage that is not foreseeable or is excluded by these Terms. Beautiful Occasions is not liable for any loss of contracts, or loss of actual or anticipated income or profit, or for any indirect, special or consequential damages, loss or expenses arising under the Contract whether or not such loss or damage is foreseeable, foreseen or known.
- 10.37 In any event, Beautiful Occasions' total liability under the Contract shall be limited to the total cost of the supply of the Products for the Event.
- 10.38 Nothing in the Terms seeks to exclude or limit Beautiful Occasions' liability for death or personal injury caused by its negligence (including that of Beautiful Occasions' employees, agents or sub-contractors), or for fraud or fraudulent misrepresentation.

11. Events Outside of Beautiful Occasions' Control (Force Majeure)

- 11.39 Beautiful Occasions is not liable for any failure or delay in performing its obligations where that failure or delay results from any cause that is beyond Beautiful Occasions' reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other acts of third parties or events that are beyond Beautiful Occasions' control.
- 11.40 If any event described under this Clause 11.39 occurs that is likely to adversely affect Beautiful Occasions' performance of any of its obligations under the Terms:
- 11.41 Beautiful Occasions will inform You as soon as is reasonably possible;
- 11.41.28 Beautiful Occasions will inform You when the event outside of Beautiful Occasions' control is over and provide revised details as necessary;

11.41.29 if the event outside of Beautiful Occasions' control continues for beyond the start of the Event, Beautiful Occasions will cancel the Order for the Products in relation to that Event.

12. **Term and Termination**

12.42 Beautiful Occasions may terminate the Contract immediately by giving You written notice if:

12.42.30 You commit any breach of any of the provisions of the Contract and, if the breach is capable of remedy, fail to remedy it within 5 Business Days after being given written notice giving particulars of the breach and requiring it to be remedied;

12.42.31 an encumbrancer takes possession, or where You are a company, a receiver is appointed, of any of Your property or assets;

12.42.32 You make any voluntary arrangement with Your creditors or, where You are a company, become subject to an administration order (within the meaning of the Insolvency Act 1986);

12.42.33 You, being an individual or firm, have a bankruptcy order made against You or, being a company, go into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the resulting company effectively agrees to be bound by or assume the obligations imposed on You under the Terms);

12.42.34 anything analogous to any of the above Clauses under the law of any jurisdiction occurs in relation to You.

12.43 For the purposes of Clause 12.42.30, a breach shall be considered capable of remedy if You can comply with the provision in question in all respects.

12.44 The rights to terminate the Contract given by this Clause 12 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

13. **Effects of Termination**

13.45 Upon the termination of the Contract for any reason:

13.45.35 You shall be liable to Beautiful Occasions for the cost of the hire of the Products as if the Contract had been cancelled under clause 7;

13.45.36 any sum owing by You to Beautiful Occasions under any of the clauses of the Terms shall become immediately due and payable;

13.45.37 termination shall not affect or prejudice any right to damages or other remedy which Beautiful Occasions may have in respect of the event giving rise to the termination or any other right to damages or other remedy that Beautiful Occasions may have in respect of any breach of the Terms which existed at or before the date of termination;

13.45.38 Beautiful Occasions shall be under any further obligation to You.

14. **No Waiver**

No failure or delay by Beautiful Occasions in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by Beautiful Occasions of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

15. **Assignment and Sub-Contracting**

15.46 Beautiful Occasions may assign its obligations and rights under the Contract to a third party. If this occurs You will be informed by Beautiful Occasions in writing. Your rights under the Contract will not be affected and Beautiful Occasions' obligations under the Contract will be transferred to the third party who will remain bound by them.

15.47 You may not assign Your obligations and rights under the Contract without Beautiful Occasions' express written permission.

16. **Third Party Rights**

No part of the Terms are intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract.

17. **Notices**

17.48 All notices under the Terms shall be in writing and be deemed duly given if signed by You or on behalf of Beautiful Occasions.

17.49 Notices shall be deemed to have been duly given:

17.49.39 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

17.49.40 on the second Business Day following mailing, if mailed by national ordinary mail, postage prepaid.

In each case notices shall be addressed to the most recent address, notified to the other Party.

18. Entire Agreement

18.50 The Contract contains the entire agreement between You and Beautiful Occasions and may not be amended except in writing signed by Beautiful Occasions.

18.51 You acknowledge that, in entering into the Contract with Beautiful Occasions, You do not rely on any representation, warranty or other provision except as expressly provided in the Contract, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

19. Law and Jurisdiction

19.52 The Contract (including the Terms, and any non-contractual matters and obligations arising under the Contract) shall be governed by, and construed in accordance with, the laws of England and Wales.

19.53 Any dispute, controversy, proceedings or claim between the Parties relating to the Contract (including the Terms, and any non-contractual matters and obligations arising under the Contract) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Name.....

Date.....

Signature.....