



## CHAIR COVERS

### TERMS AND CONDITIONS FOR HIRE OF GOODS FROM RIBBONS AND BOWS

#### 1. DEFINITIONS

- 1.1 "WE", "US" AND "OUR" MEAN RIBBONS AND BOWS CHAIR COVERS.
- 1.2 "YOU", OR "YOUR" MEANS THE HIRER OF THE GOODS, BEING THE PERSON NAMED ON THE ORDER FORM.
- 1.3 THE "GOODS" MEAN ALL GOODS HIRED BY YOU FROM US, AS SET OUT ON THE ORDER FORM (SUBJECT TO LATER AMENDMENT BY MUTUAL AGREEMENT).
- 1.4 THE "ORDER FORM" MEANS THE FORM ATTACHED TO AND INCORPORATING THESE TERMS AND CONDITIONS WHICH SETS OUT THE DETAILS OF YOUR ORDER.

#### 2. OWNERSHIP AND RISK

- 2.1 AT ALL TIMES DURING THE HIRE PERIOD OWNERSHIP OF THE GOODS REMAINS WITH US.
- 2.2 YOU ARE RESPONSIBLE FOR THE SAFE KEEPING OF THE GOODS DURING THE HIRE PERIOD AND ASSUME ALL RISK IN RELATION TO THEM THROUGHOUT THIS TIME.
- 2.3 IT IS THE HIRER'S RESPONSIBILITY TO ENSURE THAT THE GOODS ARE FULLY COVERED BY EITHER THEIR OWN INSURANCE OR THE VENUE'S INSURANCE WITH REGARD TO PUBLIC LIABILITY RISKS.

#### 3. PAYMENT

- 3.1 THE DEPOSIT SET OUT IN THE ORDER FORM IS PAYABLE AT THE TIME OF BOOKING.
- 3.2 YOUR BOOKING CANNOT BE ACCEPTED OR CONFIRMED UNTIL YOUR DEPOSIT HAS BEEN RECEIVED.
- 3.3 FULL PAYMENT IS DUE 14 DAYS PRIOR TO THE BOOKED DATE. WE WILL CONTACT YOU 21 DAYS PRIOR TO YOUR EVENT TO CONFIRM FINAL NUMBERS. WE SHALL NOT BE REQUIRED TO PROVIDE THE GOODS IF FULL PAYMENT HAS NOT BEEN RECEIVED.
- 3.4 FULL PAYMENT IS 100% OF THE AGREED AND INVOICED AMOUNT PLUS THE £50.00 DEPOSIT (PAID AT THE TIME OF BOOKING), WHICH BECOMES THE DAMAGE DEPOSIT (SEE DAMAGE DEPOSIT SECTION).
- 3.5 THE PRICES STATED IN THE ORDER FORM ARE FOR ONE DAY'S HIRE ONLY APART FROM DAY OF DELIVERY AND COLLECTION. SUBSEQUENT DAYS WILL BE CHARGED AT A DAILY RATE UNLESS A SPECIAL AGREEMENT HAS BEEN ARRANGED PRIOR TO THE EVENT BETWEEN THE OWNER AND THE HIRER.

#### 4. CANCELLATION

- 4.1 ALL DEPOSITS ARE NON-REFUNDABLE.
- 4.2 IF YOU CANCEL MORE THAN 1 MONTH BEFORE YOUR EVENT THERE IS NO CANCELLATION CHARGE BUT YOU WILL LOSE YOUR DEPOSIT.
- 4.3 IF YOU CANCEL LESS THAN 1 MONTH BEFORE YOUR EVENT YOU WILL BE REQUIRED TO PAY THE FULL PRICE AS SET OUT IN THE ORDER FORM.

#### 5. DAMAGE DEPOSIT

- 5.1 ON RECEIPT OF FULL PAYMENT, THE DEPOSIT WILL ACT AS A DAMAGE DEPOSIT.
- 5.2 STANDARD LAUNDERING OF HIRED ITEMS IS INCLUDED IN THE PRICE, WHICH INCLUDES THE REMOVAL OF LIGHT STAINS FROM FOOD AND DRINKS AND LIGHT SCUFF MARKS FROM SHOES.
- 5.3 IF ANY GOODS ARE DAMAGED TO THE EXTENT THAT THEY REQUIRE REPLACEMENT YOU WILL BE RESPONSIBLE FOR THE COST OF REPLACEMENTS. WE WILL SEND YOU DETAILS OF THE DAMAGED GOODS AND THE AMOUNT REQUIRED TO COVER THE REPLACEMENTS.



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- 5.4 IF THE COST OF REPLACEMENTS IS IN EXCESS OF THE DAMAGE DEPOSIT AN INVOICE WILL BE ISSUED TO COVER THE COST TO US OF THE DAMAGED GOODS.
- 5.5 IF THE COST OF REPLACEMENTS IS LESS THAN THE DAMAGE DEPOSIT SUCH COST WILL BE SUBTRACTED FROM THE DEPOSIT AND THE BALANCE WILL BE RETURNED TO YOU WITHIN 14 DAYS. IF THERE ARE NO DAMAGED ITEMS THE FULL AMOUNT OF THE DEPOSIT WILL BE RETURNED TO YOU.
- 5.6 REPLACEMENT COSTS ARE £11.00 PER CHAIR COVER AND £2 PER SASH. YOU ACCEPT THAT THESE FIGURES ARE A GENUINE ESTIMATE OF THE LOSS WE WILL SUFFER IF ANY GOODS REQUIRE REPLACEMENT.
- 6. DELIVERY / COLLECTION**
- 6.1 WE WILL COLLECT THE GOODS WITHIN 48 HOURS AFTER THE EVENT FROM THE EVENT LOCATION OR FROM A LOCATION THAT HAS BEEN CONFIRMED AND AGREED IN WRITING BY US.
- 6.2 WE WILL MAKE EVERY EFFORT TO FIT IN WITH THE SETUP AND COLLECTION ARRANGEMENTS OF YOUR VENUE AND OTHER SUPPLIERS.
- 7. VARIATION OF REQUIREMENTS**
- 7.1 WE WILL ALLOW FOR SLIGHT ADJUSTMENTS TO YOUR ORIGINAL ESTIMATE AS WE UNDERSTAND THAT IT IS DIFFICULT TO PREDICT EXACT GUEST NUMBERS.
- 7.2 WE WILL TRY TO ACCOMMODATE INCREASES ON ORIGINAL ESTIMATES BUT WE CANNOT GUARANTEE THAT INCREASES IN NUMBERS CAN BE ACCOMMODATED.
- 8. LIABILITY**
- 8.1 NOTHING IN THE CONTRACT EXCLUDES OR LIMITS OUR LIABILITY FOR: (I) FRAUD OR OTHER CRIMINAL ACT; (II) PERSONAL INJURY OR DEATH CAUSED BY NEGLIGENCE; OR (III) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY LAW.
- 8.2 SUBJECT TO CONDITION 8.1, IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT LOSS OR DAMAGE.
- 8.3 EXCEPT AS PROVIDED FOR IN CONDITION 8.1, OUR MAXIMUM AGGREGATE LIABILITY TO YOU IN CONNECTION WITH THIS CONTRACT AND THE PROVISION OR FAILURE TO PROVIDE ANY OR ALL OF THE SERVICES WILL BE LIMITED TO A SUM EQUIVALENT TO THE TOTAL PRICE.
- 9. GENERAL**
- 9.1 IF ANY PART OF THE CONTRACT IS HELD TO BE ILLEGAL, INVALID OR UNENFORCEABLE, THE LEGALITY, VALIDITY AND ENFORCEABILITY OF THE REMAINDER OF THE CONTRACT WILL NOT BE AFFECTED.
- 9.2 THESE CONDITIONS AND THE ORDER FORM CONSTITUTE THE ENTIRE AGREEMENT BETWEEN US AND YOU IN RELATION TO THE GOODS AND SUPERSEDE ALL EARLIER AGREEMENTS, ARRANGEMENTS AND UNDERSTANDINGS RELATING THERETO. YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED ON ANY STATEMENT, PROMISE OR REPRESENTATION MADE OR GIVEN BY OR ON BEHALF OF US WHICH IS NOT SET OUT IN THE CONTRACT. NOTHING IN THIS CONDITION SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR FRAUDULENT MISREPRESENTATION.
- 9.3 THE CONTRACT AND ITS VALIDITY ARE GOVERNED BY, AND THE CONTRACT IS TO BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF ENGLAND. BOTH PARTIES AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE ENGLISH COURTS.