Terms & Conditions

Wedding and Event Styling Services

We are so pleased you have decided to use our venue styling services - please read the following important terms and conditions before you commit to using our services.

This contract sets out:

- your legal rights and responsibilities;
- Celebrate In Style- with Clair Louise legal rights and responsibilities;
- certain key information required by law.

The intention is that this contract will bring clarity to our commercial relationship and protect both of us. Please let us know if there are any clauses that you do not understand or that contradict your understanding of our services.

In this contract:

'We', 'us' or 'our' means Celebrate In Style - with Clair Louise;

'You' or 'your' means the person buying our services who is the lead name on our invoice. In the case of a wedding this must be the bride and/or groom, and our contract is with that person (although a third party may make payment on your behalf).

If you would like to speak to us about any aspect of this contract, please contact us by e-mail at <u>admin@celebrateinstyle.co.uk</u> or by telephone on

BACKGROUND

We provide venue styling services for weddings and other events.

We are a sole trading company

We have full public liability insurance of up to £20,000.00

1. GENERAL

1.1 When you pay our deposit you confirm your booking with us this also confirms that you have read, understood and agreed to the following terms and conditions.

1.2 These are the only terms and conditions upon which we shall contract with you. No alteration or substitution to these terms and conditions shall be valid unless we agree to them in writing.

1.3 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see the summary box below). We shall give you this information in a clear and understandable way in the main body of this contract together with any written description we give you of our services, for example our proposal.

WE shall give you information on:

The main characteristics of the services you are buying Who we are, where we are based and how you can contact us The price of the services The arrangements for payment, carrying out the services and the time by which we shall carry out the services Payment arrangements and our refund policy Our complaint handling policy

2. SERVICE PROVISION

2.1 We do not share services with other companies. For example, if you are to use us for our Venue Styling Service, it is exclusively Celebrate In Style – with Clair Louise or trusted suppliers that will be providing the full décor for your event.

2.2 All services arranged directly by you will be your responsibility. We will only be responsible for services undertaken by us.

2.3 **Consultations & Venue visits:** We offer one face-to-face consultation and one site visit free of charge and upon request. Additional requested meetings/site visits will incur a charge of £30 per appointment that may be waived at our discretion based on requirements. If for any reason, you fail to attend an agreed consultation or site visit without due notice, (less than 2 hours' notice prior to the appointment time) a charge of £30.00 will be charged should you wish to reschedule.

2.4 **Mock-ups:** A mock-up of your guest table décor prior to your event can be arranged upon request. The mock-up will be held at your event venue and we allow up to 4 people in total to attend the 2hr session. (Trusting our experience and creativity, most of our clients, however, seldom request mock-ups).

2.5 **Ceremony decor:** For weddings, we are happy to provide the ceremony décor and transfer items from there to the reception venue to save on cost. This however can only be done in the instance that the ceremony and reception venue are being held at the same venue. If your ceremony will take place at a separate location from your reception venue, we would require sufficient time to move stock and set up at the reception venue.

2.6 **Venue fees:** If your venue charges vendors and suppliers a fee, please note that we will pass on these charges to you.

2.7 **Service specifications:** Our services are limited to the specific items outlined on your invoice.

2.8 You have protection under consumer rights legislation, including that our services must be carried out with reasonable care and skill.

3. PAYMENT

3.1 **Deposit payment to secure booking:** A refundable 50% deposit ('Refundable Security Deposit') will be taken to process and secure your booking with us. This deposit is refundable and is held by us as a retention. In the event that you breach any of the terms of this contract, we may make deductions from the deposit to cover expenses or our time. The deposit, in full or part as appropriate, will be refunded to you within 10 working days after your wedding or event.

3.2 **Payment Options:** Your booking is guaranteed as soon as we receive your 50% deposit payment. After you book your event with us, the remaining total fee for our services is required 8 weeks prior to the event, or an agreed payment plan is initiated. If however we do not receive this payment by said date, your booking will be cancelled, and the date of your event will become available again. In the event you cancel our services, the 50% Refundable Security Deposit will not be refunded.

If your wedding or event is less than 8 weeks from the date of your booking our services, we shall make a special arrangement with you for your payment options.

If you choose to make your initial 50% payment in monthly instalments, the instalment amounts must be agreed in advance with our director via email. If you miss two monthly instalment payments, you must pay the outstanding balance due as a lump sum amount should you wish to continue with our services. We reserve the right to cancel your booking if payment plans are not adhered to. In such circumstances, all monies paid by you up to that point will not be refunded in the event that we are not able to obtain another booking for the date of your event.

3.3 Besides the payment of the Refundable Security Deposit, all other monies paid by you are completely non-refundable in the event you cancel your booking (or we cancel your booking due to the breach by you of this contract) and we are unable to obtain another booking for the date of your event.

3.4 **Balance payment:** The full balance for our services is due 1 month prior to your event date and an invoice will be sent to you in advance of this date. If payment is not received by this time, and there is no response or communication from you, we will assume our services are no longer required and reserve the right to offer your date to another client.

3.5 **Amendments:** Once your initial invoice has been sent, you can make changes up to one month prior to your event date. We allow reductions to the products and services we are to provide to you of up to 10% of your overall invoice value.

3.6 **Cancellations and change of event date:** Bookings are transferable by you to another date (under normal circumstances) within 18 months of the original booking (subject to our availability).

For any bookings postponed, please note that prices quoted for the original date are subject to change and a new quote/invoice may need to be reissued.

We reserve the right to cancel your booking in the following circumstances:

If the venue is closed on the day of your event due to circumstances beyond our control. In the event of exceptional circumstances that may jeopardise the safety of our staff such as terrorism, a crime incident, or forces of nature such as global pandemic, earthquakes, flooding or extreme bad weather conditions like snow or ice.

3.7 **Refunds:** Refunds will not be issued in respect of your deposit or any payments made prior to the event, in the event you cancel your booking (or we cancel your booking due to the breach by you of this contract) and we are unable to obtain another booking for the date of your event. No refunds or credits will be issued for any items that are unused or unwanted services.

3.8 Accepted payments: Payments can only be accepted via bank transfer.

4. PHOTOGRAPHS

4.1 We shall liaise with your photographer to acquire any photographs which feature our work and by entering into this contract with us you hereby give us your authority to do so.

4.2 Photographer's credits will only be displayed when provided as a watermark on the image. We cannot take any responsibility for how your photos are used by third parties.

4.3 You hereby give us your permission to arrange for images/video footage to be taken of our work and these images may be used for our portfolio, website and any marketing materials/collateral. Photos and video footage taken by us of our work remain our property. Our photos are not to be reproduced, copied or edited in any way by you or any third party without our prior permission via email to do so.

5 SET UP

5.1 **Required setting up time:** We typically require a minimum period of 2 hours to set up décor at the venue. This is an estimate and may be more or less, depending on the nature of the décor and the number of guests. The exact time required will be confirmed during your consultation. If the time constraints given for setting up are extremely limited, depending on your décor requirements, additional staff may need to brought in to ensure a timely turnaround. This may incur an additional charge.

5.2 **Set up conditions:** Where you have requested an installation and set up service, it is your responsibility to ensure that the venue are ready within one hour of our agreed arrival time. Failure by you to arrange this can result in our not being able to carry out the agreed services.

5.3 **Outdoor conditions:** We cannot accept responsibility for any of our items that are used outside should they be damaged, soiled or affected by weather conditions after we have left them e.g. aisle runners becoming extremely wet or soiled. Swagging & draping are intended as temporary constructions, therefore severe weather conditions, wind and rain, may affect the completed look if used outdoors.

6 DELIVERY AND COLLECTION

6.1 We will make every effort when arriving with the décor items and/or furniture to park our vehicle/s without contravening parking restrictions. If the arrangements at the venue where we are required to deliver falls outside this category (i.e. red routes, double yellow lines, resident's parking, etc) and a penalty charge is incurred, this will be deducted from the Refundable Security Deposit.

6.2 Delivery and collection charges only cover step free access. Venues with no step free access may incur additional costs.

6.3 Delivery and collection charges are inclusive of congestion or toll charges. These are included in the cost of delivery and collection if it falls within the applicable times.

7 CLEAR UP

7.1 We require a minimum of 2 hours to clear up and pack away after an event. If this cannot be accommodated by your venue, please inform us as soon as possible.

7.2 We will arrive at 11pm to begin the packing away process. This will always be carried out with complete discretion. If for any reason we are required to arrive later than this, we reserve the right to include an additional charge, which will be deducted from the Refundable Security Deposit.

8 STOCK DAMAGE

8.1 Standard laundering of hired items is included in all of our prices, which includes usual stains from food and drinks and light scuff marks from shoes. We consider these stains as part of an event. However, if upon inspection after your event we find that irreversible damage through mistreatment or negligence has been caused to our hired items for example rips, footprints, evidence of guests drawing on the linen, cigarette burns, candle wax and excessive food and drink stains etc. this will result in the cost of additional professional cleaning treatment or repairs required (in our sole discretion) being deducted from the Refundable Security Deposit.

8.2 In the event of severe damage or loss of hired goods, we reserve the right to charge you for the full replacement value. Substitute items will not be accepted.

9. CONFIDENTIALITY AND PERSONAL DATA

9.1 Your booking, event date, contact details (address, phone, email), & credit/debit card details will be treated with complete confidentiality. We will not speak with any media representative or release any information unless you give us consent to do so.

9.2 We shall use the personal information you give to us to:

9.2.1 provide the services;

9.2.2 process your payment for the services; and

9.2.3 inform you about any similar products and services that we provide (though you may stop receiving this information at any time by contacting us).

9.3 We shall not give your personal information to any third party unless you agree to it.

9.4 See our privacy policy for full details of how I use your information.

10. LIMIT ON OUR RESPONSIBILITY TO YOU

10.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any:

10.1.1 losses unless they were:

- foreseeable to you and us when the contract was formed; and

- were caused by a breach of these terms on our part;

10.1.2 business losses, including loss of business, loss of profits, loss of management time and loss of business opportunity.

10.2 Our total liability to you is limited to the amount of fees, if any, paid by you for the services.

11. EVENTS BEYOND OUR REASONABLE CONTROL

We shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of our obligations under this agreement if such delay or failure result from

events, circumstances or causes beyond our reasonable control. In such circumstances we shall be entitled to a reasonable extension of the time for performing our obligations.

12. COMPLAINTS AND DISPUTES

12.1 We fully anticipate that you will be delighted with our services, but if you have any complaints, in the first instance you should raise them with us in writing via email to admin@celebrateinstyle.co.uk within 21 days of the date of the event in order for our complaints procedure to be processed. We shall try to resolve any disputes with you quickly and efficiently.

12.2 If we cannot resolve a dispute using our internal complaint handling procedure and either of us want to take court proceedings, the relevant courts of England and Wales will have exclusive jurisdiction in relation to this contract and the laws of England and Wales will apply to this contract.

12.3 In the event of a dispute between us, you and we agree not to engage in any conduct or communications, including on social media, designed to disparage either party or our products and services.