

EMILY KATE BRIDAL LTD

Terms and Conditions (Hire)

Overview

Please read these terms carefully before you place an order with us, as these terms will form part of our legally binding contract.

1) Definitions

1.1) These Terms and Conditions are the basis upon which we agree to supply our goods to you, from here on the 'Agreement'

1.2) By entering into this Agreement with Emily Kate Bridal Limited you agree to comply with and be bound by the following Terms and Conditions of Hire.

1.3) From here on 'you/your' refers to the customer (Hirer) and 'us/we/our' refers to Emily Kate Bridal Limited.

1.4) The latest version of our Terms and Conditions are always available on our website www.emily-kate.co.uk or you may ask for a copy in our boutique.

1.5) When we use the words "writing" or "written" in these terms, this includes emails.

1.6) No other person(s) have any rights under this agreement. This contract is between 'you' and 'us'. No other person(s) shall have any rights to enforce any of its terms.

2) Acceptance of conditions

2.1) The customer's acceptance of goods on hire implies acceptance by signing and agreeing to our conditions of hire as given below.

3) Retention of title

3.1) All goods remain the absolute property of ours and the hirer undertakes not to sell, offer to sell, assign charge, pledge or underlet, lend or otherwise deal with the products unless agreed otherwise with Emily Kate Bridal Ltd.

4) Responsibilities of Hirer

4.1) During the period of hire, the hirer is solely responsible for the hired goods and the hirer shall at all times be responsible for insuring all goods, from the time of acceptance of the goods until the time it is returned and accepted back into the possession of Emily Kate Bridal Ltd. All insurance claim proceeds to be paid to Emily Kate Bridal Ltd.

5) Responsibilities of Emily Kate Bridal Ltd

5.1) Unless otherwise specified, Emily Kate Bridal Ltd are only responsible for delivering and collecting hired goods to/from the location requested.

5.2) Appropriate instructions on the safe use and operation of the goods will be provided by Emily Kate Bridal Ltd. Emily Kate Bridal Ltd does not accept responsibility for any loss or injury caused by the use of our equipment.

5.3) All electrical goods will undergo appropriate testing and inspection in accordance with the relevant statutory requirements prior to commencement of hire..

5.4) If our equipment cannot be supplied on the agreed date because of circumstances beyond its reasonable control, Emily Kate Bridal Ltd shall return all monies paid and not be liable to pay further compensation to the Hirer.

6) Costs and agreement duration

6.1) Emily Kate Bridal Ltd trading as Emily Kate Hire for these services has a minimum spend requirement of £100 excluding delivery.

6.2) Our hire fee is based on a 24 hour cost that begins at the point of delivery. Additional days hire are charged accordingly.

6.3) If you wish to arrange an extended hire, or hold on to your hired goods for longer than the contracted period, please contact us in advance to check availability of the products and to confirm the cost for the extended period.

6.4) Delivery and collection charges are quoted on an individual basis, based on the locations postcode.

7) Order placement and confirmation

7.1) All goods hired will require a 50% non-refundable deposit at the time of the booking to secure the order. If the required delivery date is within 28 days of placing your order, full payment will be required at the point of order placement.

7.2) The balance of the cost of the hire (inclusive of the delivery and collection charge) is due for payment no later than 28 days prior to the goods being dispatched. The preferred method of payment is by credit or debit card either over the telephone or in person. We do not accept cheque payments.

7.3) If the balance payment is not received 28 days or more prior to the event we reserve the right to withdraw our acceptance of your order and make the goods available to other customers. No products will be made available to hire without receipt of the outstanding balance in full.

7.4) No refunds or credits will be issued for any items that are returned unused.

7.5) We reserve the right to substitute an item for an alternative design i.e. if breakages, delayed returns, lost items have occurred as a result of a previous customer order. Any necessary substitutions will be communicated prior to your order being dispatched.

7.6) We reserve the right to withdraw our acceptance of your order if the goods requested are not readily available to us and will refund in full any payment you have made.

8) Changes to an order

8.1) You are able make changes to your order up until; either where full payment has been made or 28 days prior to the event if the balance of your payment has not been made.

8.2) Changes to an order within the permissible window may result in a change to the quote you originally obtained and subsequent payment amounts.

8.3) Additional items can be added to an order at any time providing they are available for the date(s) requested.

9) Cancellations

9.1) Cancellation will result in the forfeit of the deposit or the full amount if the cancellation is made within 28 days of the event. If full payment has not been made 28 days prior to the event we reserve the right to charge the invoice in full for loss of work.

9.2) Cancellations must be made in writing and either sent to our address by recorded post or preferably by email to hire@emily-kate.co.uk. We will respond to you to acknowledge that the cancellation has been confirmed.

10) Delivery, set up and collection:

10.1) Goods must be ready for collection at the agreed location at the correct date and time. Charges are made for aborted delivery/collections where the venue/hirer/customer is at fault.

10.2) Hired goods must be placed in their original packaging and packaged in accordance with the guidelines supplied ready for collection. Failure to do so may result in breakages and therefore charges against your deposit.

10.3) All items must be repacked and stored together ready for collection. Emily Kate Bridal Ltd is not responsible for gathering hired items and any additional work/delay incurred as a result of an order which has not been pre-packed for collection will be chargeable at a reasonable cost based on the hourly rates of the employee(s) who carry out the additional service.

10.4) The hirer is responsible for the return of items not readily available at the collection point. Emily Kate Bridal Ltd at their discretion may offer to arrange another collection and this will be charged at mileage plus time to the hirer.

10.5) Any equipment unavailable for collection and inspection, 72 hours after the originally agreed date/time, will be deemed to be lost and a charge will be made to the Hirer equal to the current replacement value of the goods. The Hirer agrees to pay for all equipment loss, repair and cleaning.

10.6) Should we be required to collect our goods out of hours (Before 8:00am or after 16:00pm) or on a bank holiday this may incur an additional charge. Costs may vary if access times are found to be unsuitable or unreasonably short. Please check your venues Terms and Conditions regarding setup and collection times prior to accepting our Terms and Conditions/Booking.

10.7) It is your responsibility to ensure that the venue is able to accommodate our requirements at your expense. Any extra expenses incurred where additional journeys are made necessary, will be charged accordingly.

10.8) Any parking fines or other parking costs incurred due to inadequate provisions made by the organisers of the event for delivery and collections by Emily Kate Bridal Ltd will be re-charged to the Hirer.

10.9) The Hirer shall return all crates and boxes supplied by Emily Kate Bridal Ltd. Failure to return these items will result in a charge for their full replacement value being made to the Hirer.

10.10) For collections and/or returns to our premises by the hirer, the terms of this agreement will still apply

where relevant.

11 Adverse weather conditions

11.1) We cannot accept responsibility for any of our items that are used outside should they be damaged or impacted by weather conditions after we have left them (for example: Garden Games, if soiled and cleaning is not successful you will be charged for a replacement).

In the event of adverse conditions, it is Emily Kate Bridal Ltd sole discretion on all outside decor to provide the hired items due to potential damage and safety. Therefore, no refunds are given for any items not used under these circumstances. It is the responsibility of the hirer to make sure the hired goods are insured for such incidences.

11.2) In extreme weather conditions , it is Emily Kate Hire's decision not to deliver/setup hired goods to the venue if it jeopardises the safety of our staff. Emily Kate Hire will endeavour to get the hired goods to the venue and exhaust every option that is available before cancellation of the booking. It is the responsibility of the hirer to make sure the hired goods are insured for such incidences.

11.3) We cannot be held responsible for adverse weather conditions, where the event is cancelled due to bad weather on the day of the event the full amount payable is still due

12) Condition of goods

12.1) We endeavour to maintain our hired goods to the highest standards, however as the goods are used regularly there may be imperfections visible associated with wear and tear.

13) Lost or damaged goods

13.1) The hirer assumes complete responsibility for loss of, or damage to the hire products from the time the goods are delivered to the venue/premises, until it is collected. Emily Kate Bridal Ltd reserves right to charge the hirer the cost of replacing the equipment with new stock. For a full list of the costs please contact us.

We strongly recommend you take out appropriate wedding insurance for such circumstances.

13.2) Hired goods will be counted and checked when they are collected and our decision as to losses/damages will be final. The hirer may have a named representative present to check the goods with our driver and countersign the collection note.

13.3) Any person(s) who is not the hirer (i.e. hotel/venue employees and event co-ordinators) who sign a delivery/collection note, is deemed to be authorised by the hirer.

13.4) Should the hirer wish to have any damaged goods returned for inspection, Emily Kate Bridal Ltd must be notified within 28 days of the hirer being informed of any such damage. Otherwise, the said items will be disposed of. Any goods returned are at the hirer's expense.

13.5) Any goods returned which do not belong to Emily Kate Bridal Ltd will be notified to the hirer. Should they not be collected within 28 days we reserve the right to dispose of them. Should the hirer wish to have them returned to them then it is at the hirers expense.

14) Payments for damaged or missing items

14.1) By entering into these terms and conditions you are accepting that Emily Kate Bridal Ltd can take payment from the pre authorised credit or debit card for any missing/damaged items at replacement cost.

14.2) If we do need to use the pre authorised debit/credit card then we will send you a receipt along with a description of the goods that were missing/damaged. Any payment taken will also include a transaction fee.

14.3) We strongly recommend that you sign the hired items in and out before they are collected. If you are unable to do this we will check the items at both the venue and our premises and our decision is final.

15) Discrepancies

15.1) Any discrepancies with an order must be notified within 7 days after the event in writing. Any discrepancies that are not notified during this period will be exempt from any credit/refund. We recommend you contact us immediately if there are any questions or issues relating to your booking so we have the opportunity to resolve it as soon as possible.

16) Liabilities

16.1) Emily Kate Bridal Ltd or any of their employees shall not be liable for any injury, death or damage to persons or property arising from the use of any goods hired. Emily Kate Bridal Ltd shall in no circumstances be liable for any direct, indirect or consequential loss, damage or extra costs incurred caused by its negligence or other default in the performance of its duties.

17) Variations and Jurisdiction

17.1) No variation of this Agreement shall be effective unless it is in writing and signed by both parties.

17.2) If any provision or part-provision of the Agreement is or 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 this Agreement.

17.3) No one other than a party to this Agreement shall have any right to enforce any of its terms.

17.4) The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

17.5) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

18) Privacy Policy

18.1) Emily Kate Bridal Ltd treats any personal information you provide in accordance with the provisions of the data protection act of 1998 and will only use the information you supply via this website to contact you in connection with services provided and/or to respond to requests you have made to provide any desired information.

18.2) Use of the Emily Kate website does not require you to disclose any personal information unless you make an enquiry or contact us directly via email.

18.3) Emily Kate Bridal Ltd does not sell, trade or rent your information to third parties.

19) Complaints and disputes

19.1) We fully anticipate that you will be delighted with our services, but should you have any complaints, in the first instance you should raise them with us in writing via email to hire@emily-kate.co.uk. The hirer must ensure that the complaint is raised within 21 days of the of the event. We shall try to resolve any disputes with you quickly and efficiently.

19.2) If we cannot resolve a dispute using our internal complaint handling procedure and either party decide 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.

19.3) 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