
ITEM RENTAL AND WEDDING SERVICES TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions shall apply to the provision of a venue dressing service from Tides Events Ltd ("the Company") by customers who are enlisting the service for use at their wedding or event ("the Event").

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

- "Customer"** means the customer who is renting the Items subject to these Terms and Conditions;
- "Deposit"** means the sum payable by the Customer under Clause 3 of these Terms and Conditions and as set out in the Rental Agreement;
- "Venue Dressing Term"** means the agreement entered into by the Customer and the Company incorporating these Terms and Conditions which shall govern the dressing of the event venue; and
- "Fees"** means the sum payable by the Customer for the venue dressing service as determined under Clause 4 of these Terms and Conditions.
- "Our Site"** Our website, www.tidesevents.co.uk
- "Social Media"** means social media sites on which we have an account registered in the name of Tides Events. These include but are not limited to Pinterest, Twitter, Google+ and Facebook.
- "Event Site"** Any location where the Company is required to carry our tasks relating to the Customer's Venue Dressing Service
- "Contract"** The contract made between the Customer and the Company outlining the agreement in place.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Schedule is a schedule to these Terms and Conditions;
- 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
- 1.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

- 1.2.7 "You" refers to the person or people named on the booking
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 2. Venue Dressing Term**
- 2.1 The agreed hours of venue dressing will be set out in the quotation and final invoice for services.
- 2.2 If the Customer wishes to extend the Venue Dressing Term they may do so at prior to the Event day. The Customer must contact the Company to arrange such an extension. Extensions may be made subject always to the existence of prior commitments of the Company. The Company shall use its best and reasonable endeavours to satisfy requests for extensions but cannot guarantee the availability of additional hours to the Customer.
- 2.3 The Company reserves the right to recall the Items immediately at any time. In the event that the Company exercises this right the Customer will be reimbursed for any and all time remaining in the Rental Term or will be issued immediately with replacement Items of the same type or of the closest type thereto at no additional cost. If the Items is not returned to the Company on request the Customer shall be deemed to have authorised the Company to enter the Event and use any means necessary to recover the Items. The Customer shall be charged for any costs associated with such recovery.
- 3. Deposit**
- 3.1 The Customer may be required to pay a refundable Deposit to the Company at the commencement of the Venue Dressing Term, prior to provision of any services. The sum of the Deposit shall be set out in written communication. This deposit figure is at the discretion of the Company.
- 4. Fees and Payment**
- 4.1 The Fees will be determined by reference to the hours deemed necessary to complete the tasks, as set out in written communications.
- 4.2 Payment shall be made in part or in full, as set out in the Contract, at the commencement of the Venue Dressing Term.
- 4.3 The Company will invoice the Customer as per the payment terms agreed. All payments shall be required as per individual arrangements, or within 14 days of the date of the relevant invoice, whichever is specified on the invoice.
- 4.4 Where no agreed deposit is taken 10% of the total Fees shall be payable in order to secure the booking, and this 10% will be deducted from the balance payable. Details of required deposit will be detailed on quotations and invoices.
- 5. Provision of the venue dressing service**
- 5.1 Following the receipt by the Company of the Deposit and any other required fees, the Company shall arrive at the Event venue on the agreed date, at the agreed time, as set out in written communications between the Parties.
- 5.2 The Company shall use its best and reasonable endeavours to ensure that arrival is on time but shall not be liable for any failure to do.
- 5.3 A suitable authorised representative must be available at the Event at the time of delivery in order to sign and confirm the arrival time. In the event that the Customer fails to comply with the provisions of this sub-Clause 5.3 it shall be deemed to have accepted the arrival of the Company at the time that we record, assumed responsibility therefor and shall not have the right to

- subsequently dispute the facts of the arrival time.
- 5.4 In the event that on arrival the Company is unable to access the venue due to the Customer's absence from the Event (along with that of any authorised representatives) additional charges will be incurred for any necessary additional hours. Any such additional charges shall be borne by the Customer and will be payable immediately after the Event.
- 5.5 At the end of the venue dressing the Company shall secure a signature from a representative of the Customer to confirm the set up is complete and to suitable standard, and to note the completion time.
- 5.6 The Company may work from electronic documents which will on the day be accessed via electronic devices such as mobile telephones. These devices may be used on the Event Site and where this is not agreeable the Company will be informed with suitable notice.

6. Conduct

- 6.1 Improper behaviour towards Tides Events staff by the Customer or any of the Customer's representatives will not be tolerated under any circumstances in any form. This includes, but is not limited to, rudeness, foul language, aggressive behaviour, bullying, and harassment.
- 6.2 This clause will apply to all communication sources including, but not limited to, telephone calls, face-to-face meetings, text messaging, emails, online messaging services, and written documents.
- 6.3 Any breach of this clause will result in a formal warning being issued to the Customer, and where the Company deems necessary it may also result in instant termination of contract.
- 6.4 The Customer will ensure the Event Site is free from all reasonable hazards and risk, and is deemed by the Company to be a safe working environment.
- 6.5 The Company may without notice withdraw from any meeting or Event Site where they feel they are being subject to improper behaviour or at any risk.

9 Insurance

- 9.1 It is the responsibility of the Customer to fully and comprehensively insure any dressing items against loss, damage and theft should they chose to. The Company shall not be liable for any breakages while these items are in their care.
- 9.2 The Customer shall supply proof of such insurance to the Company if requested and on demand.

10 Liability

- 10.1 The Company will not be liable for any other loss or damage arising out of any circumstances beyond its reasonable control.
- 10.2 Nothing in these Terms and Conditions restricts the Company's liability for death or personal injury arising out of any act or omission of the Company.

11 Data Protection

The Company will not share the Customer's personal data with any third parties for any reasons without the prior consent of the Customer. Such data will only be collected, processed and held in accordance with the Company's rights and obligations arising under the provisions and principles of the Data Protection Act 1998.

12 Termination of Hire Services

- 12.1 Where the Customer is an individual, the Company shall be entitled to terminate the Venue Dressing agreement in the event that:
 - 12.2 the Customer is in breach of these Terms and Conditions;
 - 12.3 the Customer has had their personal belongings confiscated in order to satisfy debts; or
 - 12.4 the Customer has a receiving order made against them.
- 12.5 Where the Customer is a company, the Company shall be entitled to terminate the agreement in the event that:
 - 12.5.1 the Customer is in breach of these Terms and Conditions;
 - 12.5.2 the Customer goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
- 12.6 In the event of termination for any of the above reasons:
 - 12.6.1 all payments required under the agreement shall become due and immediately payable; and
 - 12.6.2 the Company shall have the immediate right to request the immediate return of any Items owned by the Company or repossess the Items and may charge the Customer for any reasonable costs involved in such repossession.

13 Termination of the Venue Dressing Term

In addition to those reasons listed in section 12, the following clauses also:

- 13.1 If the Client wishes to cancel the Venue Dressing Service, they may do so at any time by written notice to the Company provided that:
 - 13.1.1 under no circumstances will the Deposit be returnable;
 - 13.1.2 if the cancellation notice is received by the Company not less than 6 months before the start date of the Event, 25% of the Total Price payable shall become immediately due and payable to the extent that the same has not already been received by the Company;
 - 13.1.3 if the cancellation notice is received by the Company not less than 3 months but less than 6 months before the start date of the Event, 50% of the Total Price payable shall become immediately due and payable to the extent that the same has not already been received by the Company;
 - 13.1.4 if the cancellation notice is received by the Company not less than 28 days but less than 3 months before the start date of the Event, 75% of the Total Price payable shall become immediately due and payable to the extent that the same has not already been received by the Company;

- 13.1.5 if the cancellation notice is received by the Company less than 28 days before the start date of the Event, the balance of the Total Price quoted shall become immediately due and payable to the extent that the same has not already been received by the Company. The Company shall be entitled to retain from any sums hitherto received from the Client, or which may still be due from the Client to the Company thereunder, such costs, expenses and disbursements which it has incurred or for which it shall or may be liable in connection with the Event and such contribution to the Company's overheads as shall be reasonable. The Company may, but shall not be obliged to, take such steps as it shall in its discretion consider reasonable to obtain reimbursement of any such costs and expenses and shall, subject to deduction of costs incurred in connection therewith, reimburse any sums so recovered to the Client
- 13.1.6 any additional costs reasonably incurred by the Company in cancelling any arrangements connected with the Event shall be paid by the Client on demand. Any such items shall be invoiced by the Company to the Client at the discretion of the Company and payment therefore shall be due within 14 days of the date of the invoice.

14 No Waiver

No failure by either the Company or the Customer to enforce the performance of any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms and Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

15 Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

16 Law and Jurisdiction

- 16.1 These Terms and Conditions shall be governed by the laws of England and Wales.
- 16.2 Any dispute between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.

17 Publicity

- 17.1 We may use any photographs provided to us after the event, that include our items, in our publicity and marketing materials, including use on Our Site and on Social Media.
- 17.2 Your event may mean that You and your guests are featured in such photographs.
- 17.3 In enlisting our services You are deemed not to object to the use of such photographs in our publicity. If You do not wish to for us to use any photographs, please notify us prior to the Company's arrival on the Event date.
- 17.4 The Company may place your email address on their email mailing list, and provide you with service related information and newsletters. The Company will not give your details to any other third party, we will not spam you, and you are free to unsubscribe at any time.