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TERMS AND CONDITIONS

1. Definitions and Interpretation

“Client” means the person or persons firm or company named in the contract for whom the Company has agreed to provide the Services

“Company” means Party Furniture Hire Ltd

and any of their employees or subcontractors required to supply and perform the Services

“Acceptance Letter” means the letter, which the Client is required to sign and return to the Company with payment for the Services

“Company’s Charges” means the charges and fees referred to in the Contract and any disbursements incurred by the Company in the provision of the Services

“Contract” means the Contract between the Client and the Company for the provision of the Services including but not limited to the Contract recorded on the front page hereof or attached hereto

“Contract Date” means the date when any Contract is made between the Client and the Company and unless otherwise agreed in writing a Contract will come into effect when the Company receives from the Client the Acceptance Letter duly signed by the Client and payment of 100% upfront payment.

“Contract Price” means the price agreed to be paid for the Goods and/or the Services

“Equipment” means any equipment provided by the Company or hired by the Company for any Function and includes without limitation any lighting equipment and any drapes curtains and materials

“Function” means any event or function for which the Company agrees to provide the Services

“Goods” means without limitation any goods products designs photographs displays fabrics linings roof overlays furniture seating equipment and materials agreed in the Contract to be hired or supplied by the Company to the Client as specified in the Contract

“Intellectual Property Rights” means patents, trademarks, designs, design rights, applications for patents, trademarks, copyrights, database rights, trade or business name, domain name and other similar rights, technical or trade know how whether registerable or not in any country.

“Interest” means interest at the rate of 0.5% per day on the amount outstanding at any time under any Contract or alternatively in the absolute discretion of the Company at the rate of 5% above the base rate from time to time of Halifax Plc on the amount outstanding under any Contract (in either case both before and after any judgment)

“Intervening Event” means any fire, flood, earthquake or act of god, explosion, war, civil disorder, industrial disputes, revolution or other similar cause or event beyond the reasonable control of the party affected by any such event.

“Payment Date” means the date on which payment is due under the Contract or under these Terms

“Payment Terms” means the terms for payment for the Services as specified in any Contract

“Services” means the services acts matters and things which the Company agrees to do and undertake for the Client in accordance with the Contract and any Goods which the Company agrees to provide or hire for any Function.



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“Special Conditions” means all specific conditions relating to the provision of the Services contained in or referred to in any Contract

“Terms” means the terms and conditions herein

“Venue” means the premises or other location(s) at which the Company is to provide the Services at the request of the Client

2. Scope of the Services

2.1 The Company shall provide the Services to the Client in accordance with the contract and these terms. Except as provided in Clause 2.2 any changes in or additions or deletions to the Contract for the Services or these Terms must be agreed in writing by the Company and the Client.

2.2 The Company may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements or laws or which do not materially affect the nature or quality of the Services.

2.3 The Client shall obtain all necessary licences and permissions, give all notices and pay all fees required under any Act of Parliament or any regulation or bye-law of any local authority or statutory undertaker having any jurisdiction with regard to the Services and/or the provision of the Services and the Client shall indemnify the Company against any claim proceedings loss or expense resulting in whole or in part from the Client’s breach of this condition.

2.4 All Intellectual Property Rights in respect of the Goods and the Services and all and any other designs and materials created by the Company for the purposes of providing the Services vest in and remain in the Company and unless specifically authorised by the Company in writing no document shall purport to assign or to grant licence in respect of such rights to the Client or to any third party. For the avoidance of doubt the Company retains full ownership of all rights in any photographs taken by the Company during the course of providing the Goods and Services and it will be a breach of those rights if any photograph is used displayed or exhibited without the express prior written consent of the Company.

2.5. The Client shall at his own expense prepare the Venue for the provision of the Services and make available to the Company all such facilities and access to the Venue as are reasonably required.

2.6. The Company will use all reasonable endeavors to arrive at the Venue to provide the Services in good time but if the Company cannot complete the provision of the Services due to some Intervening Event the Client shall nevertheless be liable for the Company’s Charges under the Contract. The Company shall be entitled to make additional charges to the Client if the Company is prevented from gaining access to the Venue and/or providing the Services.

2.7. The Client shall be responsible for providing reasonable working conditions at any Venue in terms of safety warmth and light to enable the Company to provide the Services. If the Client fails to do so the Company shall be entitled to make such provision and charge the cost of doing so to the Client.

2.8. The Client warrants that appropriate electrical power is supplied at the Venue that all electrical and other equipment supplied by the Client is in good and safe working order that there is sufficient back up for any power failure and that any loss or



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damage caused by any faulty power supply or equipment shall be the legal liability and responsibility of the Client who will reimburse the Company in full for any loss damage or expense.

2.9. The Client gives his irrevocable consent and licence or warrants that any necessary consent or licence is given by the owner of the Venue to the Company to permit the Company to secure and attach fixtures and fittings into any structures at the Venue and the Company shall not be responsible for any losses or liability in respect of any damage arising from the installation of any such fixtures and fittings into any structures at the Venue. The Client indemnifies the Company in respect of all and any such loss expense or liability.

2.10. The Client will be liable under the terms and conditions of any sub-contractor hired by the Company on behalf of the Client and the Company shall not be liable to the Client or to the sub-contractor for any such contract or for the provision of goods and/or services under any such contract.

2.11. No Goods or any other items belonging to the Company will be removed from any Venue without the prior written consent of the Company.

2.12 The Company reserves the right to charge the Client for any additional hire period for the hire of any Goods and/or waiting time in the provision of the Services or the supply of any Goods in the event that the Client or the Venue prevents the Company from collecting Goods items and equipment from any Venue.

2.13 Whilst any Goods remain at the Venue they will be the legal liability of the Client who will have a duty of care in respect of them and the Client will be liable to reimburse the Company for all breakages, damage, theft, loss and any additional charges which may be levied by the Company for any such damage or loss. The Client will also be liable to pay or reimburse the Company for the full retail cost of any Goods lost or damaged and to reimburse the Company in full on an indemnity basis for all other expenses and losses arising as a result of the Company having to replace any Goods lost stolen or damaged. The Client is responsible for all Goods from the time of delivery at any Venue until Goods have been collected and/or returned to the Company in good condition.

2.14 If the dimensions of the Venue or the position of any structures or fixing positions are different from those given by the Client the Company will use all reasonable endeavors to fulfill its obligations under the Contract but shall have no legal responsibility to do so and if the Company is prevented from fulfilling its obligations under the Contract the Client will be liable for all costs and charges under the Contract and any additional costs and charges incurred as a result of having to change the arrangements for the provision of the Services and any Goods.

2.15 The Company agrees to provide Goods suitable for the provision of the Services as specified and required by the Client and as recorded in writing in any Contract but no warranty is given by the Company that any Goods supplied will be a perfect fit at the Venue. The Company shall not be liable for any differences in the colours of any Goods.

2.16 The Client agrees to inspect any Goods upon delivery at the Venue or upon collection by the Client and to notify the Company immediately in writing of any defect or discrepancy in any Goods. If no such notification is immediately given it shall be conclusively presumed that such goods are complete and in good order and



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condition and in every way satisfactory to the Client.

2.17 The Client will co-operate fully with the Company at all times and will keep the Company fully informed about matters of which the Client becomes aware which may affect the provision of the Services and any Goods to be supplied by the Company.

2.18 If the Client is not satisfied with any Goods or Services the Client must notify the Company immediately and in any event prior to the date of the Function to enable the Company to have the opportunity to rectify the Goods or Services. The Company will not be liable for any loss or damage but will in its absolute discretion make good any loss or damage without liability therefore provided that the Client gives due prior notice to the Company on or before the date of the Function.

2.19 The Company reserves the right to hire the services of a security company if in its absolute discretion it deems it appropriate to do so in order to protect the Goods or any hired goods or equipment or any sub-contractors' goods or equipment from any potential cause of damage or potential hazard at the Venue and to charge the cost of any security services to the Client.

2.20 The Company will use its reasonable endeavors to ensure that all equipment is tested and in good working order prior to any Function and all equipment will be deemed to have been accepted as being in good working order and to the Client's satisfaction unless the Company is informed to the contrary within 12 hours of installation. The Company shall not be responsible for any damage or loss to the Client arising from the supply of defective equipment.

2.21 The Client fully indemnifies the Company and shall fully compensate the Company for the full replacement cost of any equipment not returned to the Company at the end of any hire period and the Company shall be entitled to charge the Client the full standard weekly hire rate for the cost of hire of any equipment should any equipment be lost or damaged until full reimbursement of any replacement cost for the equipment has been received by the Company.

2.22 The Client fully indemnifies the Company against any consequential loss suffered by the Company if the Company is prevented from retrieving equipment from the Venue after a Function and such loss includes without limitation any loss of profit which the Company may suffer as a result of not being able to hire out the equipment for another Function.

2.23 A verbal instruction by the Client to the Company to manufacture a bespoke item or to arrange the hire of items or equipment from a sub-contractor shall constitute a Contract and shall be binding on the Client.

2.24 Unless otherwise specifically requested in writing by the Client the Company shall not be responsible for providing emergency exit signs at any Venue.

2.25 The Company will use its reasonable endeavors to supply equipment requested by the Client but the Company gives no warranty that any specific equipment will be supplied. The Company reserves the right to substitute other designs where the Company in its absolute discretion considers it appropriate to do so.

2.26 The Client agrees to inform the Company immediately of any requirement to extend the hire period for any Goods Services or equipment and agrees to pay the Company and/or



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any sub-contractor for the cost of any additional hire on a full indemnity basis.

2.27 Any change in the requirement for Goods and Services by the Client must be notified in writing to the Company immediately and will only be binding on the Company when the Company accepts the new instruction in writing.

3. Payment and Charges

3.1 Subject to any special terms agreed in writing the Client shall pay the Company's charges as stated in the Contract and any additional sums which are agreed between the Client and the Company for the provision of the Services or which in the Company's sole discretion are required as a result of the Client's instructions or lack of instructions or as a consequence of the inaccuracy of any information or any other cause attributable to the Client.

3.2 All charges quoted to the Client for the provision of the Services are exclusive of Value Added Tax for which the Client shall be additionally liable at the applicable rate from time to time unless otherwise stated in the Contract.

3.3 Unless otherwise agreed in writing by the Company the Client shall pay 100% upfront payment of the Company's Charges by way of a deposit on acceptance by the Client of the Company's quotation for the Services. The Contract will come into effect when the Company receives from the Client the Acceptance Letter duly signed by the Client and payment in full. The balance of the Company's Charges shall be paid by the Client 14 days prior to the date of the Function. Payment shall not be deemed to have been made until the Company has received cleared funds in the Company's Bank Account. Interest will accrue on a daily basis on any sums paid late in accordance with these Terms.

3.4 Payment shall be made in full without deduction or deferment on account of disputes or any other reason whatsoever.

3.5 If payment is not made on the due date(s) the Company shall be entitled without limitation on any other rights it may have to charge Interest on the outstanding amount (both before and after any judgement) until the outstanding amount and any Interest is paid in full and to suspend the provision of the Services until payment is made in full.

3.6 Payment shall be made in pounds (Sterling) and all transactions are deemed to take place within the jurisdiction of England and Wales.

3.7 A quotation issued by the Company may be withdrawn at any time prior to the Contract date without liability to the Company by the Company giving notice to the Client.

4. Title to the Goods

4.1. Title to the Goods shall belong to and remain with the Company at all times and shall not pass under any circumstances to the Client.

4.2. The Company reserves the right to gain access to the Venue at all reasonable times



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should it become necessary to reclaim the Goods.

5. Termination and Cancellation

5.1. Without prejudice to any other rights or remedies the Company may give written notice to the Client to terminate the provision of the Services forthwith by reason of one or more of the following :-

5.1.1. Failure by the Client to observe the provisions of these Terms

5.1.2. The Client becoming insolvent or committing any act of bankruptcy or being a company making an arrangement with its creditors or (other than for the purposes of amalgamation or reconstruction) the commencing of winding up proceedings or the appointment of a receiver

5.1.3. Failure by the Client to provide access to the Venue

5.1.4. Breach of the Client's warranty to obtain all necessary licences and permissions etc., as required by these Terms

5.2. Following any determination under Clause

5.1. The Company shall be entitled to be paid in addition to the Company's Charges the full value of all Services carried out the full value of all goods and materials supplied and the full value of all goods and materials not supplied but for which the Company is legally obliged to pay. The Company shall be entitled to recover from the Client the amount of any loss or damage caused to the Company as a result of such determination and the Company's Charges shall be adjusted accordingly.

5.3 The Company shall be entitled to cancel a Contract without liability on giving reasonable written notice to the Client.

5.4 In the event of cancellation of any Contract by the Client the following provisions shall apply:-

5.4.1 Any deposit paid is non-refundable

5.4.2 If cancellation occurs within twelve weeks of any Function or the date for provision of the Services then the client shall be liable to the Company for 25% of the full Contract Price

5.4.3 If cancellation occurs within eight weeks of any Function or the date for provision of the Services then the Client shall be liable to the Company for 50% of the full Contract Price

5.4.4 If cancellation occurs within four weeks of any Function or the date for provision of the Services then the Client shall be liable to the Company for 100% of the full Contract Price

6. Warranties and Liability

6.1. The Company warrants to the Client that the Services will be provided using reasonable care and skill and as far as reasonably possible in accordance with the Contract. Where the Company supplies in connection with the provision of the Services any goods or services supplied by a third party the Company does not give any warranty guarantee or other term as to their quality fitness for the purpose or otherwise but shall where possible assign to the Client the benefit of any warranty guarantee or indemnity given by the person supplying the goods or services to the Company.



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6.2. The Client warrants that all relevant and necessary documents and information have been disclosed to the Company to enable the Company to provide the Services.

6.3. The Company shall have no liability to the Client for any loss damage costs expenses or other claims for compensation arising from any information or instructions supplied by the Client which are incomplete incorrect inaccurate illegible arising from their late arrival or non-arrival or any other fault of the Client.

6.4. Except in respect of death or personal injury caused by the Company's negligence or as expressly provided in these Terms the Company shall not be liable to the Client by reason of any representation (unless fraudulent) or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any loss of profit or other indirect special or consequential loss damage costs expenses or other claims (whether caused by the negligence of the Company or otherwise) which arise out of or in connection with the provision of the Services or the Goods or any equipment supplied by the Company and the entire liability of the Company under or in connection with any Contract shall not exceed the amount of the Company's Charges for the provision of the Services except as expressly provided in these Terms

6.5. The Company shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Company's obligations in relation to the provision of the Services if the delay or failure was due to any Intervening Event.

6.6 In the case of the Client having a complaint in respect of a particular aspect of the Goods or Services then any claim shall be limited to the cost of providing the relevant Goods or Services. If the Company in its absolute discretion makes an allowance to the Client in respect of part of the Company's Charges the remainder of the Company's Charges shall at all times remain due and payable.

6.7 No action may be brought against the Company by the Client or any third party after one year following the date of the cause of action.

7. Indemnity

7.1 The Client agrees to fully indemnify the Company from and against all claims, demands, losses, damages, charges, fines, costs, expenses and all liability arising from any breach of the Client's obligations under these Terms or under any Contract.

8. General

8.1 These conditions constitute the entire Agreement between the parties supersede any previous agreement or understanding and may not be varied except in writing between the parties. All others Terms and conditions express or implied by statute or otherwise are excluded to the fullest extent permitted by law.

8.2 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to the other party and posted by first class pre-paid post (or by facsimile transmission) at its address stated in any Contract or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice or by e mail to the relevant e mail address of that party or by facsimile transmission to that party.

8.3 No failure or delay by the Company in exercising any of its rights under the Terms shall be deemed to be a waiver of that right.

8.4. If any provision of these Terms is held by any competent authority to be invalid or



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unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

8.5 No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person or party who is not a party to this Agreement.

8.6 Words importing the neuter gender include the masculine or feminine gender (as the case maybe) and words importing the masculine gender includes the feminine gender and vice versa and words importing the singular number include the plural number and vice versa.

8.7 English law shall apply and the parties agree to submit to the exclusive jurisdiction of the English Courts.

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