

## YOUR AGREEMENT WITH US

### BACKGROUND:

- (1) Party Fun Hire offers party products and furniture for hire to consumer clients.
- (2) This Agreement is for use when You, the Customer, wish to hire Products from Party Fun Hire.
- (3) Party Fun Hire agrees to offer Products for hire to the Customer, subject to its Terms of Business and the terms of this Agreement.

### IT IS AGREED as follows:

#### 1. The Agreement

- 1.1 This Agreement incorporates the Terms of Business, as displayed on our website.
- 1.2 In this Agreement, words with initial capital letters have the same meaning as they have in the Terms and Conditions.
- 1.3 A legally binding contract between You and Us will be created when You and We sign this Agreement.
- 1.4 We confirm and You acknowledge that We have given or made available to You the following information (save for where such information is already apparent from the context of the transaction):
  - 1.4.1 The main characteristics of the Product Hire;
  - 1.4.2 Our identity and contact details;
  - 1.4.3 The total price payable for the Product Hire including taxes or, if the Fee cannot be calculated in advance, the manner in which it will be calculated;
  - 1.4.4 The arrangements for payment, performance and the time by which (or within which) We undertake to facilitate the Product Hire;
  - 1.4.5 Our complaints handling policy;
  - 1.4.6 The duration of this Agreement, where applicable, or if this Agreement is of indeterminate duration or is to be extended automatically, the conditions for terminating it.
- 1.5 As required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:
  - 1.5.1 all of the information described in Clause 1.4; and
  - 1.5.2 any other information which We give to You about the Product Hire or about Us which You take into account when entering into this Agreement or when making any other decision about the Product Hire.

will be part of the terms of Our Contract with You as a Consumer.

#### 2. Product Hire

- 2.1 Your Contract with us will begin at the end of the 14-day cooling off period or, if waived, immediately in accordance with Clause 5 of the Terms of Business and will continue until Termination, in accordance with Clause 14 of the Terms of Business.
- 2.2 The details of the Product Hire are fully detailed in the attached Conditions of Hire.

2.3 You and We may agree in writing to vary the details of the Product Hire from time to time.

**3. Fees and Payment**

3.1 You will pay the Fee for the Product Hire (subject to changes as set out in the Terms of Business) as set out in the Invoice attached to this Agreement.

3.2 Payment will be taken up front, 3 days in advance of the Hire.

3.3 You may also be liable for additional fees or charges.

**4. Waiver of Cooling Off Period**

4.1 You acknowledge that there will be a statutory 14 calendar day cooling off period, prior to the commencement of the provision of Product Hire, as referred to in Clause 11 of the Terms of Business.

4.2 Upon the expiry of the 14-day cooling off period, the Contract will come into place in accordance with this Agreement and the Terms of Business.

4.3 If you wish to waive the 14-day cooling off period and for the Product Hire to commence immediately, You should confirm the same to Us in writing, using the Model Cancellation Form attached to this Agreement.

4.4 You acknowledge that, if You exercise the right to cancel during the cooling off period You will be liable to pay Us for any Services provided up until the point at which You inform Us of Your wish to cancel, as set out in Clause 15 of the Terms and Conditions.

By paying our Invoice in advance of the Product Hire, You confirm that you have read this Agreement, the Conditions of Hire and the Terms of Business as displayed on our website and agree to be bound by the same.

## MODEL CANCELLATION FORM

To: Party Fun Hire at 198 Christchurch Road, West Parley, BH22 8SS and Partyfunhire21@gmail.com

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) cancel my/our (delete as appropriate) contract for Product Hire dated

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s):

Date: