

## Terms of Business

### BACKGROUND:

#### What These Terms Cover

These Terms of Business are the standard terms which apply to the provision of our Product Hire Services to you. These Terms of Business explain what the products and/or services you have selected does and doesn't include, how to cancel your agreement and how to make a complaint. If you have any questions, please contact us.

#### Why you should read them.

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

### IMPORTANT INFORMATION:

We are required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before the Agreement has been signed) except where that information is already apparent from the context of the transaction. We have included the information itself in the Agreement for You to see, or We will make it available to You before the Agreement is signed. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

As required by the Regulations:

all of the information described in this section and any other information which We give to You about the Product Hire, or about Us or Our business which you take into account when deciding to accept the quotation and sign the Agreement, or when making any other decision about the Product Hire, will be a part of the terms of Our contract with You as a Consumer.

## 1. Definitions and Interpretation

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

<b>"Agreed Times"</b>	means the times which You and We agree for Us to have access to Site to complete a Delivery;
<b>"Agreement"</b>	means the agreement entered into by You and Us incorporating and subject to these Terms of Business (or a variation thereof which has been agreed by both Parties);
<b>"Business"</b>	means any business, trade, craft or profession carried on by You or any other person or organisation;

<b>“Consumer”</b>	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms of Business means an individual customer of Party Fun Hire who hires Products for their personal use and for purposes wholly or mainly outside the purposes of any Business;
<b>“Contract”</b>	means the contract between the Us and You for Product Hire in accordance with these Terms and which incorporate these Terms of Business, and made up of the Agreement and these Terms and Conditions;
<b>“Collection Date”</b>	means the date agreed between You and Us at which our Delivery Driver will attend Site to collect the Products;
<b>“Delivery Date”</b>	means the date agreed between You and Us at which our Delivery Driver will attend Site to deliver the Products;
<b>“Delivery Driver”</b>	means the individual sent by Us to deliver Products to Site;
<b>“Exclusions Schedule”</b>	means the schedule of items not covered by the Product Hire, attached to the Agreement;
<b>“Fee”</b>	means the cost of the Product Hire, as set out in the Invoice attached to the Agreement;
<b>“Model Cancellation Form”</b>	means the model cancellation form attached to the Agreement;
<b>“Order”</b>	means Your initial request for Us to lease the Products as set out in Clause 5;
<b>“Party Fun Hire”</b>	means Us or any representative who will be responsible for providing the Products for hire;
<b>“Product Hire”</b>	means the hire of Products from Us as specified in the Agreement;
<b>“Products”</b>	means the party products and furniture that We will supply for hire as specified in the Conditions of Hire attached to the Agreement;
<b>“Quotation”</b>	means the quotation We give to You in accordance with Clause 5.5 detailing the services We will provide to You and the fees We will charge;
<b>“Site”</b>	means the address at which you have requested delivery of Products;
<b>“Site Attendance”</b>	means any occasion, scheduled or otherwise, on which the Delivery Driver attends Site to provide the Products hired by You;
<b>“We/Us/Our”</b>	means Party Fun Hire and includes all employees, agents and sub-contractors of the Company; and
<b>“You/Your”</b>	means mean the person(s) named in the Agreement

- 1.2 Each reference in these Terms of Business to “writing”, and any similar expression, includes electronic communications whether sent by e-mail, fax or other means.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 The headings used in these Terms of Business are for convenience only and do not affect the interpretation of these Terms of Business.
- 1.5 Words signifying the singular number will include the plural and vice versa.
- 1.6 References to any gender will include any other gender.
- 1.7 References to persons, unless the context otherwise requires, include corporations.

## **2. Information about Us**

- 2.1 Party Fun Hire (the “Company” “We” “Us” “Our”) is incorporated in England and Wales with registration number 14261547. Our registered office address is 198 Christchurch Road, West Parley, BH22 8SS.

## **3. Communication and Contact Details**

- 3.1 If You wish to contact Us with questions or complaints, You may contact Us by telephone at 01202 939437/07984 117418 or by email at Partyfunhire21@gmail.com.
- 3.2 In certain circumstances You **must** contact Us in writing. When contacting Us in writing You may use the following methods:
  - a) by email at the address above or
  - b) Us by post at our registered office address.

## **4. Privacy**

- 4.1 We will only use Your personal data as set out in Our Privacy Policy available at our website.

## **5. Our Contract with You**

- 5.1 We accept orders for Product Hire via partyfunhire.co.uk or [Partyfunhire21@gmail.com](mailto:Partyfunhire21@gmail.com) or by phone on 01202 939437.
- 5.2 The Order constitutes an application by You to hire the Products.
- 5.3 The Order shall only be deemed to be accepted after all of the following events have occurred:
  - a) the Company has issued written acceptance of the Order to You; and
  - b) You have accepted the same, either formally (by confirming in writing) or by conduct (i.e. payment of the Invoice), whichever comes first.
- 5.4 At the point of the above events set out on clause 5.3 occurring, the Contract shall come into existence (**Commencement Date**).
- 5.5 Any quotation given by the Company to You either via the Website or in correspondence shall not constitute an offer and is only valid for a period of 10 Business Days from its date of issue.
- 5.6 We only lease to the UK. Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

## **6. Price and Payment**

- 6.1 The price of the Product Hire is as set out in our Invoice (the Fee) which is inclusive of VAT. If

the rate of VAT changes, We will adjust the amount of VAT that You must pay.

- 6.2 Payment of the Fee is due in advance of the Delivery Date.
- 6.3 If the Fee is not received in accordance with Clause 6.2 of these Terms of Business, We will be unable to provide the Product Hire.
- 6.4 If additional fees are incurred in accordance with Clause 7 of these Terms of Business, We will require payment of the same 3 days in advance of the original Collection Date or 2 days after We agree to the extension, whichever comes first.
- 6.5 We will provide You with an invoice for the additional fees.
- 6.6 Interest will accrue on any unpaid Invoice at a rate of 4% above the Bank of England base rate per annum.

## **7. Product Hire**

- 7.1 We will provide the Product Hire in accordance with the specification set out in the Invoice and in the Agreement (as may be amended by agreement between You and Us from time to time).
- 7.2 We will only provide the Products to You, not to any tenants and you cannot resell or assign the Agreement.
- 7.3 The Product Hire will be provided from the Delivery Date to the Collection Date.
- 7.4 You may request to extend the Collection Date by contacting us in writing or by phone and we will confirm whether we can accommodate the same, based on availability of Products and our Delivery Driver. We may agree to the extension at Our discretion.
- 7.5 Any such extension will be subject to additional fees, payable in accordance with Clause 6, above. Failure to pay such will render Our original Agreement and as such, Collection Date, valid and our Delivery Driver will attend Site to collect Products and the Agreed Time.

## **8. Your Responsibilities**

### **8.1 Keep us Updated**

- a) You must keep us informed of any changes to our contact details including telephone number, address or email.
- b) You must inform us if you have nominated someone to accept delivery of the Products. This person must be over the age of 18. We will not deliver the Products to anyone other than You or your nominated person.

### **8.2 Access to site**

- a) You must ensure that our Delivery Driver can access the Site at the Agreed Time of the Delivery and that there is someone at least 18 years old present at all times during the Delivery. If You do not provide the required access to the Site or make it impossible for Us to provide the Delivery by failing to comply with any other provision in this Clause 9, and do not have a good reason for this, We may invoice you for any additional charges incurred as a result.
- b) If you are not at the property when our Delivery Driver arrives, you must make sure that there is another adult present who can give instructions to our Delivery Driver on your behalf unless a secure delivery area has been previously agreed
- c) We won't deliver any of the Products if we reasonably believe there's a health and safety risk and will not return to do so until that risk is gone.
- d) In the event of the hire being in a public place, overnight site security must be in place.

### 8.3 Warranties

- a) You warrant that you have read, understood and agree to comply with any relevant health and safety rules for use of the Products, as set out in our Conditions of Hire as displayed on our website.
- b) It's your responsibility to follow any applicable manufacturer guidelines and advice as well as our Conditions for Hire, where applicable.
- c) You warrant that, where Products are being kept overnight on Site that is public property, overnight security is in place.
- d) You warrant that no Product shall be removed from the Site without Our prior written consent.
- e) You agree to indemnify Us for any costs or losses incurred as a result of any loss, damage or claim for which you are responsible, in accordance with Clause 17.

### 8.4 Consents

You are responsible for obtaining any required consents, licences or other permissions that are needed from any third parties such as landlords, planning authorities, local authorities or similar.

## 9. Faulty Products

- 9.1 If You discover a defect with one or more of the Products upon Delivery, or if the Product has been incorrectly described, You should inform Us immediately using the contact details above in Clause 3 immediately.
- 9.2 If a Product is indeed faulty or not as described, You are entitled, at Your option, to treat the Contract as being at an end in accordance with clause 14 and request a full refund, or to continue the Product Hire at a reduced price.
- 9.3 We will, at Our option, repair or replace any defective Products or, if a repair or replacement is not practicable or possible, or if a repair or replacement is unsuccessful, and you have paid for the Product You are entitled to a full refund. Alternatively, You may continue with the hire of the Product(s) at a reduced price. This right may not apply if We can prove that the defect has been caused deliberately or negligently by You, or as a result of Your failure to follow any instructions by Us, a manufacturer or in our Health and Safety Instructions.
- 9.4 If we are required to repair or replace any defective Products, you will not be liable for any additional costs incurred in doing so.

## 10. Complaints and Feedback

- 10.1 We always welcome feedback from Our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 10.2 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:
  - a) In writing, addressed to Party Fun Hire at 198 Christchurch Road, West Parley, BH22 8SS.
  - b) By email, addressed to Party Fun Hire at Partyfunhire21@gmail.com.
  - c) By telephone on 01202 939437/07984 117418.

## **11. Cancellation of Contract During the Cooling Off Period**

- 11.1 Where the Agreement is not made “on Our premises”, You have a statutory right to a “cooling off” period. This period begins once the contract between You and Us is formed and ends at the end of 14 calendar days after the date on which the contract is formed.
- 11.2 If You wish to cancel the Agreement within the cooling off period, You should inform Us immediately by a clear statement (e.g. a letter sent by post or email to the postal address or email address specified in these Terms and Conditions). You may use the Model Cancellation Form, but You do not have to.
- 11.3 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 11.4 If You exercise this right to cancel You will receive a full refund of any amount paid to the Us in respect of the contract.
- 11.5 We will refund money using the same method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of the refund.
- 11.6 We will process the refund due to You as a result of a cancellation without undue delay and, in any case, within the period of 14 calendar days after the day on which We are informed of the cancellation.
- 11.7 Clause 14 applies to the termination of the Agreement after the 14-calendar day cooling off period has elapsed.

## **12. Cancellation Outside of the Cooling Off Period**

- 12.1 If you cancel after 14 days We’ll cancel your Contract from the date you notify us.
- 12.2 You may be liable to pay cancellation charges. We will inform you if this is the case.

## **13. Termination**

- 13.1 You may terminate the Agreement with immediate effect at any time by giving Us written notice if:
  - a) We have breached the Agreement in any material way and have failed to remedy that breach within a reasonable time of You asking Us in writing to do so;
  - b) We enter into liquidation or have an administrator or receiver appointed over Our assets;
  - c) You and We have been unable to agree a revised Start Date or You elect to terminate the Agreement under Clause 14;
  - d) We are unable to provide the Product Hire due to an event outside of Our control (see Clause 15).
- 13.2 We may terminate the Agreement with immediate effect by giving You written notice if:
  - a) You fail to make a payment on time as required under Clause 6 (this does not affect Our right to charge interest on overdue sums under Clause 6);
  - b) You have breached the Agreement in any material way and have failed to remedy that breach within a reasonable time of Us asking You in writing to do so; or
- 13.3 For the purposes of this Clause 13 a breach of the Agreement will be considered ‘material’ if it is not minimal or trivial in its consequences to the terminating Party. In deciding whether or

not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

13.4 If at the termination date:

- a) You have made any payment to Us for any Product Hire We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice. We may, however, deduct from such a refund (or charge You) reasonable compensation for the net costs We will incur as a result of your breaking the Agreement if We terminate it under clause 13.2.
- b) We have provided Product Hire that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 6.

#### **14. Effects of Termination**

14.1 If the Agreement is terminated for any reason:

- a) Any Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.
- b) Termination will not remove or reduce any right to damages or other remedy which either You or We may have in respect of any breach of the Agreement which exist at or before the date of termination.

#### **15. Events Outside of Our Control (Force Majeure)**

15.1 We will not be liable for any failure or delay in performing Our obligations under these Terms where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), pandemic, epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

15.2 If any event described under this Clause 15 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

- a) We will inform You as soon as is reasonably possible;
- b) Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;
- c) We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Product Hire as necessary;
- d) You or We may terminate the Agreement (see Clause 14).

#### **16. Liability**

16.1 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

16.2 **We are not liable for any loss or damage You suffer,** or anyone that uses the equipment suffers, from use of the Products, whether this results from Your failure to follow any reasonable instructions given by Us or any manufacturer, including our Health and Safety

Instructions attached to the Agreement and as displayed on our website, or from normal use of the Products, that is not caused by our negligence.

- 16.3 **You will be liable to Us for any loss or damage to the Products caused by your failure** to follow our instructions, the manufacturer's instructions or any of the rules in our Health and Safety Policy.
- 16.4 **We are responsible to You for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or Our failure to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 16.5 **When We are liable for damage to your property.** If we are attending Site for the purposes of delivery or collection of goods, We will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover whilst on site.
- 16.6 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 16.7 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** We are not responsible for death or personal injury arising from use of the hired Products, except for where this has been caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services as summarised at clause 13.1.
- 16.8 **We will maintain suitable and valid insurance** including public liability insurance.

## **17. Other important terms**

- 17.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 17.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 17.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 17.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 17.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in



the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.