The Luxe Collection Events Ltd.
Bespoke Wedding and Event Hirer
TERMS AND CONDITIONS

"We" are

The Luxe Collection Events Ltd (company number 12115757 whose registered office address is 4 Coral Close, Swindon, SN25 2SH)

("The Hirer")

"You" are:

The customer who receives Styling Services and/or hires the Equipment from us (and where there is more than one person, they shall be jointly and severally liable).

("The Client")

These are the Terms & Conditions subject to which we allow you to hire our Equipment and provide our Styling Services.

1. Definitions

In this agreement:

"Charges"	Means the hiring fee and includes all costs related in any way to this agreement.
"Styling Services"	Means our styling advice, and attendance to prepare, style your Event, subsequently remove any Equipment we provide, which is provided by us following consultation and by agreement, and is based on your requested theme, style or specifications ("your Brief").
"Deposit"	Means a sum of money paid by you to us at the commencement of this agreement to secure the Styling Services and the Equipment for a specific date for your Event.
"Event"	Means the event, wedding, party or function at which Styling Services will be provided.
"Equipment"	Means any items we provide to dress and style your Event in accordance with your Brief and our Styling Services.

"Hire Period"	Means the period of time in which you are entitled to possession of the Equipment. This will usually be for 24 hours for the Event as identified in the Styling Services, unless agreed otherwise in writing.
"Quotation"	Means a Price offer by us, based on your Brief, which you have accepted. It includes the Charges for our Styling Services, the hire and delivery and set up of the Equipment, and the removal of the Equipment after the Event.
"Services"	Means the hire of Equipment and any other Styling Services we provide to you under this contract.
"Site"	Means the place where the Equipment is to be used by you and the location of the Event.

2. The Basic Contract

2.1. This is a hire agreement. We own the Equipment and hire it to you for the Hire Period, for a Charge. You may not deal with the Equipment in any way which is contrary to our ownership of it. If you do, you will be in breach of this agreement and will also be committing a criminal offence.

2.2. The Hire Period is for 72 hours. The Hire Period can be extended thereafter by agreement in writing.

2.3. The Quotation is an invitation to hire. Neither of us is bound to a legal agreement until you accept and sign this agreement.

2.4. The Styling Services are provided under a contract for services. Unless set out in the Quotation, any additional Styling Services are charged at £50.00 per hour.

2.5. This agreement and the Quotation together contain the entire agreement between us and supersede all previous agreements and understandings between us. By signing, or instructing us to progress with the Services, you accept the Terms set out in the Quotation and the Terms of this agreement.

2.6. Risk in the Equipment passes immediately to you when the Equipment leaves our possession and is delivered to Site. That means you are responsible for taking care of it. You remain responsible until the Equipment is safely back in our possession. The Equipment we provide for the Hire Period is at your risk, and you are required to insure it for the Hire Period.

3. Delivery

3.1. We deliver the Equipment to Site and the charges for delivery are included in our Charges.

4. Charges and Deposit: Payment Procedure

4.1. All Charges are specified in the Quotation.

4.2. All the payments may be made on invoice and in accordance with Clause 13 below or otherwise as specified in the Quotation.
4.3. The Deposit specified in the Quotation shall be paid by you to us on entering this agreement. The Deposit is non-refundable unless you cancel the agreement in accordance with Clause 5.
4.4. Payment of the balance of all Charges is due 4 weeks before the Hire Period.

5. Cancellation Terms: Hired Equipment

Under Consumer Laws, you have a right to cancel this hire agreement. You may exercise the cancellation right under following conditions:

5.1. This contract comes into existence on the day you complete this agreement.
5.2. As required by the Regulations, details of our after-hiring service and guarantees, if any, are given along with these Terms and Conditions.
5.3. You may cancel this contract within 14 days of entering into it. That means we will not be able to hand over the possession of the Equipment for 14 days. In the event of cancellation within this 14-day period, the Deposit that you have paid will be returned to you.
5.4. In the event of cancellation beyond the 14-day period set out in Clause 5.3, Clause 6 will apply.

6. Cancellation Terms: Services

6.1. The Services can be cancelled by either party in writing or by email subject to the matters set out in this clause.
6.2. If The Stylist cancels the Services, any Charges paid will be repaid to The Client within 14 days of cancellation, and no further refunds, sum or compensation will be payable to The Client by The Stylist arising from such cancellation.
6.3. If The Client seeks to cancel the Services **more than 4 weeks before the Event**, then the Deposit shall be forfeited. No further sums will be due from The Client to The Stylist.
6.4. If The Client seeks to cancel the Services **less than 4 weeks before the Event**, then the Deposit will be forfeited. Any expenses incurred as at the date of cancellation must also be paid by The Client, and those paid shall also be non-refundable. In addition, a **cancellation fee** will be immediately due, which shall be 100% of the Charges, less any Deposit paid.

7. Equipment Not as Ordered

7.1. We shall use all reasonable endeavours to ensure that:
7.1.1. the Equipment complies with its description on the Quotation; and
7.1.2. is of satisfactory quality and/or fit for purpose.
7.2. Immediately upon taking possession of any Equipment, you should examine it and satisfy yourself that it complies with the Quotation and has arrived in safe, clean and usable condition.
7.3. If you find any defect in the quality or quantity of the Equipment, or a failure to comply with the Quotation, you must immediately inform us of that defect.

7.4. If you claim that the Equipment was defective, you must return it to us in the exact same condition as you received it.
7.5. In returning defective Equipment, please state the fault and when it arose.

8. Breakdown and Repair

8.1. You must inform us immediately of any problem or defect with the Equipment.
8.2. We will, as soon as practicable, repair or replace Equipment showing a defect.
8.3. If we repair or replace Equipment, you have no additional claim against us either under this agreement or by statute or common law, in respect of the defect or problem.
8.4. If you have been negligent in your care or use of the Equipment, you will pay us for appropriate replacement Equipment of the same quality without deduction for depreciation or use.

9. Client's Other Obligations

You agree that you will:

9.1. not permit any other person to use the Equipment outside the scope of the Services and/or the Event without our written consent.
9.2. not take the Equipment away from the Site without our consent.
9.3. use the Equipment with care, and to keep the Equipment safe.
9.4. return the Equipment to us in the condition in which we delivered it to you.
9.5. not attempt to repair the Equipment without our consent.

10. Loss or Damage Caused by Third Parties

10.1. You must inform us immediately if the Equipment is stolen or damaged by a third party.
10.2. You undertake to report the theft to us and to the Police, and after that to co-operate with us and with the Police so far as your help may be required.

11. Disclaimers and Limitation of Liability

11.1. Conditions, warranties or other terms implied by statute or common law in any country, are excluded from this agreement to the fullest extent permitted by law.
11.2. We are not liable to any person in any circumstances if at any time:
11.2.1. the Equipment has been damaged in any way whatever;
11.2.2. the Equipment has been repaired or serviced by someone not authorised by us to provide that service.
11.3. We shall not be liable to you for any loss or expense which is:
11.3.1. indirect or consequential loss; or
11.3.2. economic loss or other turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.

11.4. Except in the case of death or personal injury, our total liability, arising in any way out of this agreement, shall not exceed the sum of £100,000. This applies whether your case is based on contract, tort or any other basis in law.

12. Termination

This agreement terminates on the first to happen of the following events:

12.1. at the expiry of a fixed Hire Period set out in the Quotation or in this agreement, or any extension of it;

12.2. if the payment of the Charges is not made in accordance with these Terms; or if The Client commits a material breach of any of these Terms and fails to remedy the breach within 14 days of being notified in writing; or The Client makes any statements or behaves in any way or requests The Stylist to undertake any actions that are discriminatory, illegal or immoral; or if The Client enters into any form of insolvency arrangement, or suspends their business.

12.3. Upon termination, The Client shall immediately pay any outstanding Charges to The Stylist.

13. Miscellaneous Matters

13.1. No amendment or variation to this agreement is valid unless in writing.

13.2. So far as any time, date, or period is mentioned in this agreement, time shall be of the essence, except we shall not be liable if delivery of the Equipment by us to the Site is delayed for reasons beyond our control.

13.3. The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.

13.4. The Charges will be paid after invoices rendered from time to time. Payment terms are 14 days, and payment is not deemed to have been made until the Charges have been paid in full. If payment is not made in full and within time, the Services may be suspended and payment in advance may be required before the Services are recommenced.

13.5. If payment is not made in accordance with the above clauses, The Stylist reserves the right to charge interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made.

13.6. Each party will keep the confidential information of the other party and any third party confidential and secret, and only use it for the purposes of supplying the Services or making proper use of the Services. Each party recognises and accepts its obligations with the regard to the control and processing of personal data under the current data protection legislation and regulations. For more information on this, please see our Privacy Notice on Our Website.

13.7. The Client grants to The Stylist, consent to use any work including photographs created as part of the Services to show off their services and designs, together with the right to display images as part of their portfolio and to write about the Services on websites, and in their marketing materials. If The Client does not wish to grant this consent, they must confirm this in writing within 7 days of entering into this agreement.

13.8. Nothing in these Terms are intended to create a partnership or joint venture between The Stylist and The Client, and no party has the right to act as agent for the other or to bind the other party in any way.

13.9. Variations to the Services, may only be agreed in writing. Services outside the scope of the initial proposal will attract additional charges. Any changes to the date of the Event will constitute a cancellation and Clause 6 shall apply.

13.10. Following the conclusion of the Services, The Stylist may wish to contact The Client to request testimonials, recommendations or feedback on the Services. By agreeing these Terms, The Client is consenting to that contact by The Stylist after the conclusion of the Services.

13.11. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

13.12. Unless this agreement says otherwise, neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond their reasonable control, including any labour dispute between a party and its employees.

13.13. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales.