

## Terms & Conditions - General

These are the only terms and conditions upon which we will contract with you. No alteration or substitution of these terms and conditions shall be valid unless agreed in writing.

Within these terms and conditions reference to “goods”, “order/s” or “item/s” shall include table linen, chair covers and accessories, vases and centrepieces, candle holders, napkin rings, place name holders and any other items hired by you from us under the contract for hire.

### **Orders**

A contract is formed between us when we confirm in writing that your order has been accepted. Orders will not be accepted without the appropriate level of payment being received as set out below.

We reserve the right to withdraw our acceptance of your order if the goods requested are not readily available to us and to refund in full any payment you have made.

We reserve the right to substitute an item for an alternative design e.g. if breakages have been incurred as a result of a previous customer order. Any necessary substitutions will be communicated prior to your order being despatched.

Orders totalling less than £150.00 must be paid in full at the time of booking to secure the order.

Orders of £150.00 or more require a 50% deposit at the time of booking to secure the order. If the required delivery date is within 4 weeks of placing your order the full contact price is required at the time of order. Given the deposit conditions imposed upon us by our suppliers, this deposit is NON REFUNDABLE.

The balance of the contract price (including delivery charge) is due for payment 4 weeks prior to the goods being despatched. All cheques must be accompanied by a cheque guarantee card number except for cheques that are drawn on a bank account of a registered limited company. Payments can also be made by bank transfer.

If the balance payment is not received we reserve the right to withdraw our acceptance of your order. No delivery will be made without receipt of the balance.

If you wish to hold your hired goods for longer than the contracted period please contact us in advance to discuss terms and conditions.

No refunds or credits will be issued for any goods that are returned unused.

All prices quoted on the website include VAT.

### **Refundable Deposit**

A refundable deposit must also be provided with the balance payment 4 weeks prior to the despatch of the goods. The sum of money is dependant upon the value of the goods being supplied and is held as a deposit against the safe and prompt return of the goods under hire.

The replacement cost of all losses and damages will be deducted from the refundable deposit. Substitute items will not be accepted and all damaged goods remain the property of Enchanted Boudoir Wedding Boutique and should therefore be returned.

### **Cancellation and Charges**

If, for any reason, you wish to cancel your order you should telephone 01803 666045 in the first instance. All cancellations, or reductions in numbers of items to be hired, must then be confirmed in writing and will only become effective on receipt of your cancellation email or letter.

You will incur a cancellation charge based upon the value of the balance owing. This amount is dependant upon the length of notice we receive from you i.e.

Cancellations made more than 4 weeks prior to the date of delivery will be exempt from a cancellation charge (Note: your 50% deposit is NON REFUNDABLE but no charge will be levied against the balance owing).

Cancellation made less than 4 weeks prior to the date of delivery will be charged at 75% of the balance owing on the total contract price.

Cancellations made within 7 days of the delivery date will be charged 100% of the balance owing on the contract price.

Cancellation charges will be automatically deducted from your credit/debit card or added to your invoice. Any cancellations made in respect of orders for custom made/bespoke goods will be charged for at the total contract price once production has begun.

### **Ownership**

All goods remain the property of Enchanted Boudoir Wedding Boutique and at no time shall title pass to you unless otherwise agreed.

### **Delivery and Collection**

Deliveries will be made by our designated courier service or in person by a Enchanted Boudoir Wedding Boutique representative. In some instances items can be collected from our premises, by prior arrangement. Delivery charges are quoted on an individual basis based on the products supplied and the location of the venue.

You will be required to inspect and sign for the goods at the time of delivery. Any person, other than the hirer, who signs a delivery / collection note at the venue is deemed to be authorised to do so. Any discrepancies to the order must be notified within 24 hours of the delivery. Any discrepancies that are not notified during this period will be exempt from any credit/refund.

Please be aware that the goods remain your responsibility until they have been collected by Enchanted Boudoir Wedding Boutique or our designated courier service. You should therefore make every effort to ensure the goods are kept dry and retained in a secure place until this time. Goods that are not returned will be charged at the price quoted in your contract.

Hired goods must be returned in their original packaging and packed in accordance with the guidelines supplied; failure to do so may result in breakages and therefore charges against your deposit. Goods not available for collection at the agreed date and time will incur an additional charge of 25% of the listed hire price, per item, per day.

We will make every effort to collect and deliver your order at the specified times however we will not be liable for any loss arising directly or indirectly from any delay in the delivery or collection of the goods.

### **Damage to Goods**

Goods in your care shall remain your responsibility at all times. Where goods are

returned badly mildewed, stained or damaged in any way, we have the right to charge you the replacement cost or treatment charge and add this to your invoice or deduct the amount from your deposit. Details of these charges are available upon request and will be included in your contract.

You must ensure that linen goods are completely dry before they are packed and returned.

**Warranties**

We warrant that at the time of delivery the goods will be of satisfactory quality. However, we are not liable for any damages or losses that occur during transit.

We reserve the right to choose an appropriate replacement to your specified item should the necessity arise. Any necessary substitutions will be communicated to you prior to your order being despatched.

**Liabilities**

In no circumstances shall our liability to you exceed the invoice value of the contract.

We shall not be liable for situations of force majeure where any failure in the performance of any of our obligations is caused by factors outside our control.

We shall not be responsible for any injury or damage to persons or property arising from the use of any goods under hire.

**Law**

These terms and conditions and any contract formed between us shall be governed by the laws of England and you agree to submit to the exclusive jurisdiction of the English Courts.

If, for any reason, you are not entirely satisfied with your goods your statutory rights are not affected and complaints can be made by telephoning 01803 666045 or made in writing to Enchanted Boudoir Wedding Boutique, 48a Victoria Street, Paignton, South Devon, TQ4 5DS.

Signed..... Date.....