

Karen Alexander

WEDDINGS

TERMS AND CONDITIONS

“We” are:

Karen Alexander trading as Karen Alexander Weddings of 26 Roeburn Way Kenton Newcastle NE3 4QA

(“Karen Alexander”)

“You” are:

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

(“Client”)

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

1. Definitions

In this agreement:

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| “Charges” | Means the hiring fee and includes all costs related in any way to this agreement. |
| “Minimum Charges” | Means the minimum cost to you for any of our Goods, Services or Hiring Services. This applies to Events held on weekends in June July and August, any Bank Holiday weekends, school holiday periods including but not limited to Easter Christmas and/or New Year periods. |
| “Goods” | Means bespoke floristry Goods that we create and sell to you, including installations, bouquets, arrangements, flowers and plants. Goods excludes any vases, vessels or other Equipment that we deliver our floristry in or on, unless we agree differently in writing. |
| “Services” | Means our styling brief fulfilment, including advice, design and preparation for your Event, planning and Event Management and attendance to plan, prepare, create and style your Event, delivery of Equipment and Goods, setup, and subsequently removal of 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”). The Services, the Charges and the Minimum Charges are set out in the Quotation we have provided to you. Services include Hire Services. |

“Deposit”	Means a sum of money paid by you to us at the commencement of this agreement to secure the Services and the Equipment for a specific date for your Event.
“Event”	Means the event, wedding, party or function at which Services will be provided.
“Equipment”	Means any items we provide to dress and style your Event in accordance with your Brief and our 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 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 Services, the hire and delivery and set up of the Goods and Equipment, and the removal of the Equipment after the Event.
“Hire Services”	Means the hire of Equipment 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 – for design Services

- 2.1. The Services are provided under a contract for Services. The Charges are set out in the Quotation and excludes any expenses that will be incurred by us which will be notified to the Client separately and agreed in writing. Expenses will be separately invoiced.
- 2.2. As part of our Services, we will work with your design ideas to establish what you want for your Event and to fulfil your Brief. Any products, ideas drawing, prototypes or designs we create in this process are, and will remain, ours, and are confidential to the parties to this contract. They may not be shared with any other person or organisation without our written consent, and our intellectual property rights in them, and in the designs they illustrate, are entirely reserved. Please refer to clause 15.4.
- 2.3. Please note that we have Minimum Charges that apply to our Services and our Hire Services and these are detailed on your Quotation.
- 2.4. Where you retain us for our design Services, you agree that we shall have exclusivity in providing such Services to you for the Event and you will not engage the Services of any other florist or stylist without our written permission with the exception of the bridal party flowers as agreed in advance.

3. The Basic Contract – for Goods

- 3.1. The Goods are provided under a contract for bespoke Goods to fit your Event and design specifications. The Charges for the Goods are set out in the Quotation and excludes any expenses that will be incurred by us which will be notified to the Client separately and agreed in writing. Expenses will be separately invoiced.
- 3.2. We reserve the right to make seasonal changes to the Goods and to substitute where required to reflect availability and prices.
- 3.3. Please note that we have Minimum Charges that apply to our Goods and these are detailed on your Quotation.
- 3.4. Where you retain us for our floristry Services and/or buy Goods, you agree that we shall have exclusivity in providing such Services or Goods to you for the Event and you will not engage the Services of any other florist without our written permission.

4. The Basic Contract – for Hire Services

- 4.1. The Hire Services are provided under a hire agreement.

- 4.2. Where we own the Equipment, we 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.
- 4.3. Alternatively, where we hire the Equipment from a third-party supplier, we then 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 third-party suppliers' ownership of it. If you do, you will be in breach of this agreement and will also be committing a criminal offence.
- 4.4. The Hire Period is for 24 hours. The Hire Period can be extended thereafter by agreement in writing. The Hire Services can also include delivery, setup and collection of Equipment if you chose.
- 4.5. The Quotation is an invitation to hire. Neither of us is bound to a legal agreement until you accept this agreement.
- 4.6. 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 this agreement.
- 4.7. 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.
- 4.8. We strongly advise that you obtain wedding insurance for all the Goods and Services to cover cancellation, disruption and subsequent loss.

5. Delivery

- 5.1. You may request us to deliver Goods and Equipment to the Site and our delivery charges will apply, or you can collect Goods and Equipment from our nominated location at your own cost. You will need a suitable vehicle and to arrange collection at a place and time to be agreed by us in writing.
- 5.2. Where we deliver the Equipment to Site, the charges for delivery are set out in our Quotation. We require you to make the relevant arrangements with any Site for your Event to ensure we can deliver, set up and collect at convenient times for us around the Event, including agreeing any Site access conditions and timings.
- 5.3. There is a charge for travel to site, charged at 45p per mile, UK wide, plus an hourly rate for travel time of £25.00 per hour.

6. Charges and Deposit: Payment Procedure

- 6.1. All Charges are specified in the Quotation.
- 6.2. All the payments may be made in accordance with Clause 14 below or otherwise as specified in the Quotation.
- 6.3. 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 6 or have agreed to waive this right and sign the Waiver document we have provided.
- 6.4. Payment of 40% of the balance of the Charges is due at least 6 months before the Hire Period, and the final balance of all Charges is due 1 month before the Hire Period.
- 6.5. We will require your final numbers for attendees at the Event at least 6 weeks in advance of the Event. If you increase the number of attendees from the Quotation, we will increase our Charges accordingly. If you reduce the number of attendees from the Quotation, we shall reduce our Charges (for items that relate directly to, or are calculated by, the number of attendees **only**) by up to a maximum of 15% of those items originally quoted Charge in such event, and in accordance with clause 15.7.
- 6.6. If we are required to refund any money to you, we will do so only to the account from which we received payment.

7. 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:

- 7.1. This contract comes into existence on the day you complete this agreement.
- 7.2. As required by the Regulations, details of our after-hiring service and guarantees, if any, are given along with these Terms and Conditions.
- 7.3. 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.
- 7.4. In the event of cancellation beyond the 14-day period set out in Clause 7.3, Clause 8 will apply.

8. Cancellation Terms: Services and Hire Services

- 8.1. The Services can be cancelled by either party in writing or by email subject to the matters set out in this clause.
- 8.2. If Karen Alexander cancels the Services, save in accordance with clauses 14.3 and or 14.4, 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 Karen Alexander arising from such cancellation.
- 8.3. If the Client seeks to cancel the Services **6 months or more before the Event**, then the Deposit shall be forfeited. No further sums will be due from the Client to Karen Alexander.
- 8.4. If the Client seeks to cancel the Services **less than 6 months but more than 1 month before the Event**, then the Deposit shall 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 60% of the Charges, less any sums already paid.
- 8.5. If the Client seeks to cancel the Services **1 month or less 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 sums already paid.

9. Equipment Not as Ordered

- 9.1. We shall use all reasonable endeavours to ensure that:
 - 9.1.1. the Equipment complies with its description on the Quotation; and
 - 9.1.2. is of satisfactory quality and/or fit for purpose.
- 9.2. 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.
- 9.3. 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.
- 9.4. If you claim that the Equipment was defective, you must return it to us in the exact same condition as you received it.
- 9.5. In returning defective Equipment, please state the fault and when it arose.
- 9.6. We use reliable third-party suppliers, but occasionally things do go wrong which are not our fault. We cannot be responsible if any third-party supplier is unable to deliver the Equipment as ordered. In this event we will use all reasonable endeavours to find a suitable alternative. In the event that this is not possible we will refund the price paid and this shall be the limit of our liability to you in respect of any losses or other claims arising from the failure to provide the Equipment. The limits of our liability more generally are set out in clause 12.
- 9.7. If you cause damage to any Equipment we have sourced from a third-party supplier you are liable for the full cost of repair or replacement, at our sole discretion, in accordance with clause 10.

10. Breakdown and Repair

- 10.1. You must inform us immediately of any problem or defect with the Equipment.
- 10.2. We will, as soon as practicable, repair or replace Equipment showing a defect.

- 10.3. If we are called out to your Event to deal with any issues with the Equipment after you have signed off the installation, there will be additional Charges of £25.00 per hour plus travel (as defined in clause 4.2) for any work required.
- 10.4. 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.
- 10.5. 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.
- 10.6. We may request a security deposit from you 1 month before the Event (as detailed in our Quotation) to be held during the Hire Period by us from which we may deduct the cost of replacement of any items which are returned after the Hire Period by you damaged or broken, or not returned at all. The cost of replacement shall be determined by our Replacement Costs List (v.2021) and this is available on request.

11. Client's Other Obligations

You agree that you will:

- 11.1. not permit any other person to use the Equipment outside the scope of the Services and/or the Event without our written consent.
- 11.2. not take the Equipment away from the Site without our consent.
- 11.3. use the Equipment with care, and to keep the Equipment safe.
- 11.4. return the Equipment to us in the condition in which we delivered it to you.
- 11.5. not attempt to repair the Equipment without our consent.

12. Loss or Damage Caused by Third Parties

- 12.1. You must inform us immediately if the Equipment is stolen or damaged by a third party.
- 12.2. 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.

13. Disclaimers and Limitation of Liability

- 13.1. 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.
- 13.2. We are not liable to any person in any circumstances if at any time:
 - 13.2.1. the Equipment has been damaged in any way whatever;
 - 13.2.2. the Equipment has been repaired or serviced by someone not authorised by us to provide that service.
- 13.3. We shall not be liable to you for any loss or expense which is:
 - 13.3.1. indirect or consequential loss; or
 - 13.3.2. economic loss or other turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.
- 13.4. Except in the case of death or personal injury, our total liability, arising in any way out of this agreement, shall not exceed the equivalent value of the Charges, or part of the Charges. This applies whether your case is based on contract, tort or any other basis in law.

14. Termination

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

- 14.1. at the expiry of a fixed Hire Period set out in the Quotation or in this agreement, or any extension of it;
- 14.2. at the conclusion of the Services;

- 14.3. 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 Karen Alexander 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.
- 14.4. Upon termination, the Client shall immediately pay any outstanding Charges to Karen Alexander.

15. Miscellaneous Matters

- 15.1. 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.
- 15.2. The Charges will be paid after invoices rendered from time to time. Payment terms are on invoice, 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.
- 15.3. If payment is not made in accordance with the above clauses, Karen Alexander 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.
- 15.4. 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.
- 15.5. The Client grants to Karen Alexander, 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, on social media channels, 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.
- 15.6. Nothing in these Terms is intended to create a partnership or joint venture between Karen Alexander 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.
- 15.7. 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 Clauses 6 and/or 7 shall apply.
- 15.8. Following the conclusion of the Services, Karen Alexander 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 Karen Alexander after the conclusion of the Services.
- 15.9. 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.
- 15.10. If we are limited or hindered from providing any Goods or Services booked by the Client due to circumstances beyond our control eg. government intervention, acts of god, civil disturbance, war, national or local disaster, strikes, labour disputes, then our liability to the Client shall not exceed the amount paid by the Client for the Goods or Services. The Deposit shall be non-refundable, (being an approximation of the value of Goods or Services already rendered) and we shall (where the value of the Goods or Services already delivered to the Client is greater than the value of the Deposit) be entitled to be paid additionally for all Goods and Services delivered to the Client up to that point. We shall not be liable for any additional losses incurred by the Client in such circumstances.
- 15.11. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales.