

**Terms and Conditions for September 2022 Birthday competition**

Please read ALL the following terms and conditions for the competition that is being run by Memorable Decorations LTD for the month of September 2022. These are ADDITIONAL terms and conditions solely for the purpose of the aforementioned competition. All other terms and conditions not mentioned in this document are as set out in our standard terms and conditions.

**Application:**

1. These terms and conditions will apply to the purchase of services and goods by you (the **customer** or **you**).
2. Memorable Decorations of Suite 20, Radley House, Madison Offices, Richardshaw Road, Pudsey, Ls28 6le with email address info@memorabledecorationsltd.co.uk; telephone number 07522297774 (the **supplier** or **us** or **we**).
3. These are the terms on which we sell all services to you. By ordering any of the services, you agree to be bound by these terms and conditions.

**Interpretation:**

1. **Consumer** means an individual acting for purposes which are wholly or mainly outside their trade, business, craft or profession.
2. **Contract** means the legally binding agreement between you and us for the supply of services.
3. **Delivery** location means the supplier’s premises or other location where the services are to be supplied, as set out in the order.
4. **Goods** means any goods that we supply to you with the services, of the number and description as set out in the order.
5. **Order** means the customer’s order for the services from the supplier as set out.
6. **Services** means the services, including any goods, of the number and description set out in the order.
7. **Trader** means Memorable Decorations LTD as in the company providing the service(s).

**Services:**

1. The description of the services and any goods is as set out on our website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in size or colour of any goods supplied.
2. In the case of services and goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
3. All services are subject to availability.
4. We can make changes to the services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.
5. Moving furniture of the venue is NOT part of the services provided by the trader. If you require any furniture of any kind that is not owned by the trader, you will be required to organise this with the venue staff prior to the arrival of the trader.
6. We do NOT under any circumstances have the ability to move any furniture that does not belong to trader. If furniture is required to be moved that belongs to anyone other than the trader, then that will be the responsibility of the owner of said furniture.

**Customer responsibilities:**

1. You must co-operate with us in all matters relating to the services, provide us and our authorised employees and representatives with access to any premises under your control as required, provide us with all information required to perform the services and obtain any necessary licences and consents (unless otherwise agreed).
2. Failure to comply with the above is a customer default which entitles us to suspend performance of the services until you remedy it or if you fail to remedy it following our request, we can terminate the contract with immediate effect on written notice to you.
3. We MUST have all documentation related to any place cards and/or seating plans and/or welcome signs no later than 12 weeks prior to the event. The failure by the consumer to fulfil this may result in loss of service for the use of place cards, seating plan and/or welcome sign. The fee’s for the aforementioned will also not be refunded due to not being trader error.

**Basis of sale:**

1. The description of the services and any goods on our website, Catalogues, brochures and other form of advertisements does not constitute a contractual offer to sell the services or goods.
2. When an order has been made, we can reject it for any reason, although we will try to tell you without delay.
3. A contract will be formed for the services ordered, prior to the trader’s delivery of the services to the customer.
4. Any quotation or estimate of fee’s (as defined below) is valid for a maximum period of 30 days from its date unless we expressly withdraw it at an earlier time.
5. No variation of the contract, whether about description of the services, fee’s or otherwise, can be made after it has been entered into unless the variation is agreed by the customer and trader in writing.
6. We intend that these terms and conditions apply only to a contract agreed with by you as a consumer. We, the trader and you the consumer, enter the contract at any of the trader’s and the customer’s simultaneous physical presence away from those premises, or (ii) made immediately after the consumer was personally and individually addressed in the trader’s and/or consumer’s simultaneous physical presence away from those premises. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate to you and which might, in some way, be better for you, e.g., by giving cancellation rights pursuant to consumer protection law. Business premises means immovable retail premises where we carry on business on a permanent basis or, in the case of movable retail premises, on a usual basis.

**Fees and payment:**

1. The fees (fees) for the services, the price of any goods (if not included in the fees) and any additional delivery or other charges is that set out in our price list current at the date of the order or such other price we may agree in writing. Prices for services may be calculated on a fixed fee or on a standard rate basis.
2. Memorable Decorations LTD reserve the right to change prices at any time without prior notification.
3. Fees and charges do include VAT at the rate applicable at the time of the order.
4. Payment for services must be made. You must pay in cash, card payment or bank transfer with your order and we can take payment immediately or otherwise before delivery of service(s)n at the agreed time frame as set out in section 33 and/or as agreed with you the consumer.
5. Final payment for all costs is required no later than **8 weeks** prior to your booking date.
6. Failure to comply with the above terms and conditions regarding payments, will result in termination of contract agreed for services with immediate effect.
7. You may receive payment reminders if any outstanding balances have not been paid prior to final payment date.

**Deposit:**

1. For this competition, the deposit is refundable.
2. The deposit amount remains the same as the standard deposit which is £50.
3. The deposit is to confirm your date only and not your order.
4. This deposit will not be taken off of your final bill.
5. The deposit will only be refunded AFTER completion of the event as long as there is no damages or loss to the property of the trader.
6. The deposit will be refunded within 7 days as per the usual T&C’s. If there is any damage or loss (Memorable Decorations LTD will attempt to clean/repair within reasonable means prior to keeping deposit) the deposit will NOT be refunded.
7. If you choose to cancel your order, the deposit will NOT be refunded.

**Competition rules:**

1. Everyone who books with Memorable Decorations LTD from the 1st September 2022 to 30th September 2022 will be entered into the prize draw.
2. The draw will be drawn on 1st October 2022 time TBC using Facebook live and using <https://commentpicker.com/random-name-picker.php> which is available via google to make it as random as possible. The winners will then be posted to our social media and also our website.
3. We will then contact all winners to inform them of their win.
4. Prizes:
	1. 1st place – 50% off total order with a value up to £550.
	2. 2nd place – 25% off total order with a value up to £225
	3. 3RD place – 15% off total order with a value up to £165.
5. ALL bookings for this competition will be entitled to hire our lollipop stand with up to 50 lollies for their event for free of charge. If you wish to take up this offer, please inform a member of staff.
6. All bookings made in September 2022, that are not one of the 3 winners, will receive a 10% discount on any order placed.
7. Any discount does NOT apply to the following:
	1. Excess mileage
	2. Second move
	3. Any further move after a second move
8. You are entitled to cancel your order at any time. Cancelling your order as stated above, will forfeit your deposit. You can change your order at any time up to 8 weeks prior to the date as per the standard T&C’s. You can cancel and then rebook IF the trader has the date available. You will lose all rights to the offer if you cancel and rebook.

All other T&C’s as set out by the trader in the standard T&C’s apply and are available on [www.memorabledecorationsltd.co.uk](http://www.memorabledecorationsltd.co.uk)

If you have any questions, please email info@memorabledecorationsltd.co.uk