Text

Description automatically generated with low confidence

**Terms and Conditions**

**Please read ALL the following terms and conditions.**

As we can accept your order and make it legally enforceable without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, please email us at memorabledecorations2021@gmail.com.

**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](mailto: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.

**Promotions:**

1. Any promotions advertised are subject to this terms and conditions (unless otherwise stated) at the time of the individual promotion as advertised. Any queries will require you to email [info@memorabledecorationsltd.co.uk](mailto:info@memorabledecorationsltd.co.uk).

**Refund policy:**

1. In the event of the services being cancelled by the consumer, the following refund of the invoice balance (not including refundable deposit) minimum periods apply:
2. 20.1+ weeks = 100%
3. 16.1 -20 weeks = 75%
4. 12.1 -16 weeks = 50%
5. 8.1 -12 weeks = 25%
6. 8 weeks or less = 0%
7. Please allow up to 7 working days for any refund to enter your account.

**Refundable deposit:**

1. There will be a £50 deposit required for your wedding package whether a set package or bespoke package. This is to confirm your booking date.
2. All prices are fixed for your personal order once the deposit has been received by the trader. Any items you take off of your order at any point, that you add on again at a later date, may be a different price as to when your date was first confirmed (deposit payment date).
3. All deposits are refundable.
4. Deposits are NOT taken off of your total bill.
5. The refundable deposit will be refunded within 7 working days if the consumer cancels their order with Memorable Decorations LTD with 20.1 weeks or more remaining PRIOR to the event date. If the consumer cancels their order with Memorable Decorations LTD in 20 weeks or less, the consumer will forfeit the deposit payment that the consumer has made.
6. The refundable deposit will be refunded to the consumer by the trader within 7 working days post event date. This allows the trader to fully inspect and where need be, get professionally cleaned and/or repaired any materials that may have been damaged by the consumer.
7. The trader will notify the consumer within 6 days of the outcome of their deposit via a receipt and/or invoice (in the standard format of communication for other important documentation such as previous invoice(s) and/or receipt(s)) indicating either:
8. Refund of deposit due to standard cleaning and or repairs expected by the trader.
9. Forfeiture of the deposit by the consumer due to replacement and/or extensive cleaning and/or extensive repair(s) required for any item(s) damaged and/or lost whilst under the consumer’s care. If there is a third party at fault for any damage or loss of item(s), it is still the responsibility of the consumer as the item(s) have been left by the trader in the consumer’s care as per agreed prior to the event date.
10. Any deposit paid prior to 17.5.2022 remains under the terms and conditions at the time of the contractual agreement. The contractual agreement prior to the updates prior to 7.5.2022, was that the deposit was NON-REFUNDABLE and was taken as part payment as the overall cost of your order.

**Delivery:**

1. We will deliver the services, including any goods, to the delivery location by the time or within the agreed period or, failing any agreement:
2. In the case of services, within a reasonable time; and
3. In the case of goods, without undue delay and, in any event, not more than 60 calendar days on which the contract is entered.
4. In any case, regardless of events beyond our control, if we do not deliver the services on time, you can require us to reduce the fees or charges by an appropriate amount (including the right to receive a refund for anything already paid above the reduced amount). The amount of the reduction can, where appropriate, be up to 50% of the fees or charges.
5. In any case, regardless of events beyond our control, if we do not deliver the goods on time, you can (in addition to any other remedies) treat the contract at an end if:
6. We have refused to deliver the goods, or if delivery on time is essential taking into account all the relevant circumstances at the time the contract was made, or you said to us before the contract was made that delivery on time was essential; or,
7. After we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances, and we have not delivered within that period.
8. If you treat the contract at an end, we will (in addition to other remedies) promptly return all payments made under the contract with in the above-described time frames in section 36.
9. If you were entitled to treat the contract at an end, but do not do so, you are not prevented from cancelling the order for any services or rejecting services that have been delivered and, if you do this, we will (in addition to other remedies) without delay return all payments as described in section 36 under the contract for any such cancelled or rejected services. If the goods of the service have been delivered, you must allow the trader to collect all goods from you without charge.
10. You cannot cancel any goods pre agreed by the trader and the consumer that are added extras or part of any packages that the consumer has chosen without cancelling all chosen goods.
11. If you or your nominee fail, through no fault of ours, to take delivery of the services at the delivery location, we may charge additional costs for transportation of the services and/or goods.
12. The goods will become your responsibility upon the completion of services by the nominated personnel of the trader. You must if reasonably practicable inspect the goods prior to the traders nominated personnel leave the location.

**Risk and title:**

1. Risk of damage to, or loss of, any goods will pass to you when the goods are delivered to you and all services completed as per the contractual agreement.
2. You do not own the goods other than previously agreed upon between the trader and consumer at any point. If payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the goods still under the hire conditions.

**Withdrawal:**

1. You can withdraw the order by telling us before the contract is made, if you simply wish to change your mind, and without giving us a reason and without incurring any liability. Please see REFUND section 32 for any refunds due to the consumer.

**Damages and/or loss of items:**

1. Any damages incurred by the consumer will result in the consumer having to forfeit their refundable deposit.

**Conformity:**

1. We have a legal liability to supply the services in conformity of the contract and will have not conformed if it does not meet the following obligation.
2. Upon delivery, the goods will:
3. Be of satisfactory quality;
4. Be reasonably fit for any particular purpose for which you hire the goods which, before the contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgement) and be fit for any purpose held out by us or set in the contract; and
5. Conform to their description.
6. It is not a failure to conform if the failure has its origin in your materials.
7. We will supply the services with reasonable skill and care.
8. In relation to the services, anything we say or write to you, or anything someone else says or writes to you on our behalf, about us or about the services, is a term of the contract (which we must comply with) if you take it into account when deciding to enter this contract, or when making any decision about the services after entering the contract. Anything you take into account is subject to anything that qualified it and was said or written to you by us or on behalf of us on this occasion, and any changes to it that has been expressly agreed between us (before entering this contract or later).

**Duration, termination and suspension:**

1. The contract continues as long as it takes us to perform the services.
2. Either you or we may terminate the contract or suspend the services at any time by written notice of termination or suspension to the other if that other:
3. Commits a serious breach, or series of breaches resulting in a serious breach, of the contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or
4. Is subject to any step towards its bankruptcy or liquidation.
5. On termination of the contract for any reason, any of our respective remaining rights and liabilities will not be affected.
6. Any other reason for termination or suspension by either the trader or consumer must be written and give at minimum 30 days’ notice to termination or suspension of the contract.

**Privacy**:

1. Your privacy is critical to us. We respect your privacy and comply with the general data protection regulations with regard to your personal information.
2. These terms and conditions should be read alongside, and are in addition to our policies, including our privacy policy and cookies policy which can be found at www.memorabledecorationsltd.co.uk
3. For the purpose of these terms and conditions:
4. ‘Data protection laws’ means any particular law relating to the processing of personal data, including, but not limited to the GDPR.
5. ‘GDPR’ means the UK general data protection regulation.
6. ‘Data controller’, ‘personal data’ and ‘processing’ shall have the same meaning as in the GDPR.
7. We are a data controller of the personal data we process in providing the services and goods to you.
8. Where you supply personal data to us so we can provide services and goods to you, and we process that personal data in the course of providing the services and goods to you, we will comply with our obligations imposed by the Data protection laws.
9. Before or at the time of collecting personal data, we will identify the purposes for which information is being collected;
10. We will only process personal data for the purposes identified;
11. We will respect your rights in respect to your personal data; and
12. We will implement technical and organisational measures to ensure your data is secure.
13. For any enquiries or complaints regarding data privacy, please email: [memorabledecorations2021@gmail.com](mailto:memorabledecorations2021@gmail.com).

**Successors and our sub-contractors:**

1. Either party can transfer the benefit of this contract to someone else and will remain liable to the other for its obligations under the contract. The supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

**Circumstances beyond the control of either party:**

1. In the event of any failure by a party because of something beyond its reasonable control:
2. The party will advise the other party as soon as reasonably practical; and
3. The party’s obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the customers above rights relating to delivery.

**Excluding liability:**

1. We do not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the supplier’s other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the contract was made, or (ii) loss (eg loss of profit) to your business, trade, craft or profession which would not be suffered by a consumer – because we believe you are not hiring the services wholly or mainly for your business, trade, craft or profession.

**Governing law, jurisdiction and complaints:**

1. The contract (including any non-contractual matters) is governed by the law of England and Wales.
2. Disputes can be submitted to the jurisdiction of England and Wales.
3. We try to avoid any dispute, so we deal with your complaint as follows:
4. Attempt to discuss and resolve the complaint over the phone.
5. Attempt to discuss and resolve the complaint in a face-to-face meeting.
6. Find an alternative and most amicable resolution possible if all else fails.

Text

Description automatically generated with low confidence

Last update: 27.05.2022