

**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.

1. **Application:**
2. These terms and conditions will apply to the purchase of services and goods by you (the **customer** or **you**).
3. Memorable Decorations LTD of Memorable Decorations LTD, Chengate House, 61 Pepper road, Hunslet, Ls10 2ruwith email address info@memorabledecorationsltd.co.uk; telephone number 0113 345 3223 (the **supplier** or **us** or **we**).
4. 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.
5. **Interpretation:**
6. **Consumer** means an individual acting for purposes which are wholly or mainly outside their trade, business, craft or profession.
7. **Contract** means the legally binding agreement between you and us for the supply of services.
8. **Delivery** location means the supplier’s premises or other location where the services are to be supplied, as set out in the order.
9. **Goods** means any goods that we supply to you with the services, of the number and description as set out in the order.
10. **Order** means the customer’s order for the services from the supplier as set out.
11. **Services** means the services, including any goods, of the number and description set out in the order.
12. **Trader** means Memorable Decorations LTD as in the company providing the service(s).
13. **Services:**
14. 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.
15. 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.
16. All services are subject to availability.
17. 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.
18. The trader does not have responsibility for moving furniture that does not belong to Memorable Decorations LTD. If this is required, then the trader reserves the right to refuse to move the furniture and apply any applicable decorations unless;
	* + 1. A delegate that you the consumer have appointed moves the furniture,
			2. You have agreed prior to the event and paid any monies due to Memorable Decorations LTD for moving any furniture as agreed prior,
19. The trader reserves to take part or all of the refundable deposit as appropriate for payment of the furniture move.
20. **Customer responsibilities:**
21. 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).
22. 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.
23. **ACRYLIC set up by the trader** place cards/seating plan/welcome sign – We MUST have all documentation related to any **ACRYLIC** place cards and/or seating plans and/or welcome signs or any other acrylic signage, no later than 1 week prior to the event in our peak season of the months starting 1st March to the month ending 30th September. In off peak season which starts in the month of 1st October to 28th/29th February we require no less than 4 days’ notice. This is for items that Memorable Decorations LTD will set up in person at your venue.
24. **Acrylic items NOT set up by the trader;** place cards/seating plan/welcome sign – We MUST have all documentation related to any **ACRYLIC** place cards and/or seating plans and/or welcome signs or any other acrylic signage, no later than 2 weeks prior to the event in our peak season of the months starting 1st March to the month ending 30th September. In off peak season which starts in the month of 1st October to 28th/29th February we require no less than 7 days’ notice. This is for items that Memorable Decorations LTD will **NOT** set up in person at your venue.
25. The failure by the consumer to fulfil this may result in loss of service for the use of **ACRYLIC** place cards, seating plan and/or welcome sign. The fees for the aforementioned will also not be refunded due to not being trader error.
26. **Items owned by Memorable Decorations LTD that you the customer are hiring;** Any items that you hire, no matter how small, you MUST gain permission from the owners of the trader (not staff member but owner(s)) to have any items moved PRIOR to your event. This is to avoid any unnecessary damages or loss of items which will be forfeited from your refundable deposit if any items are lost or damaged. If any items are found to be moved without the permission of the trader, then you run the risk of the trader retaining your deposit.
27. Once all items that have been hired or purchased have been delivered and set up by the trader to your chosen venue, it is at that moment that all hired or purchased items are under your care. If any items are damaged or lost, then there will be a forfeiture of your deposit. The amount will depend on the cost to replace/repair/extensively clean any items to make available for re-hire. The trader will make you aware of this prior to any deposit refund.
28. **Basis of sale:**
29. 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.
30. When an order has been made, we can reject it for any reason, although we will try to tell you without delay.
31. A contract will be formed for the services ordered, prior to the trader’s delivery of the services to the customer.
32. If you pay the **DATE CONFIRMATION FEE or ANY APPLICABLE DEPOSIT**, you are confirming your agreement to any contract made which, in the case of Memorable Decorations LTD, you are agreeing to the prices quoted at the time of the date confirmation/deposit payment and services ordered.
33. The date confirmation fee is to confirm your date is booked with Memorable Decorations LTD and is **NOT** refundable. This fee will be taken from your total order cost.
34. 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.
35. 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.
36. There is a “security” deposit which is listed below in section 9 which is refundable. This is for the **HIRE** of event decorations from the trader. This is to provide a form of protection for the property of Memorable Decorations LTD and yourself the customer.
37. Any stationery which is purchased from Memorable Decorations LTD which includes but is not limited to – cups, hip flasks, clothing requires a deposit of 50% upon order request.
38. 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.
39. If you hire our magic mirror, by paying the deposit, you are consenting Memorable Decorations LTD to be able to use any images from your event to be used for advertising purposes. If you do NOT consent to this, you must inform Memorable Decorations LTD in writing either by post to our address: Memorable Decorations LTD, Chengate House, 61 Pepper Road, Leeds, Ls10 2ru OR via email at info@memorabledecorationsltd.co.uk.
40. **Fees and payment:**
41. 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.
42. Your date is only confirmed once we have received the **DATE CONFIRMATION FEE** which is explained further in the “Refundable deposit” section 9.
43. Your order for purchasable items is only confirmed once a minimum of the deposit required has been paid to the trader.
44. Memorable Decorations LTD reserve the right to change prices at any time without prior notification.
45. Fees and charges do include VAT at the rate applicable at the time of the order.
46. 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) at the agreed time frame as set out in section 6. VI and/or as agreed with you the consumer.
47. Final payment for all costs is required no later than:
	* + 1. Decorations (including any signage of any kind) – 8 Weeks prior to the event,
			2. Magic mirror – 4 weeks prior to the event.
48. Stationery such as cups or clothing – upon completion by Memorable Decorations LTD with which you will be notified by email.
49. Failure to comply with the above terms and conditions regarding payments, will result in termination of contract agreed for services with immediate effect.
50. You may receive payment reminders if any outstanding balances have not been paid prior to final payment date.
51. **Promotions:**
52. 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.
53. Any discounts advertised do NOT apply to any of the following:
	* 1. Excess mileage,
		2. Second move,
		3. Any further move after the second move,
		4. Any promotion of edibles such as doughnut wall, sweets or other, will all be standard supply of said products. If you wish to have your own choice of edibles, further costs may apply,
		5. If multiple promotions/offers are running at once, there is no possibility of use in conjunction with other offers unless otherwise stated on specific offer(s).
54. **Refund policy:**
55. 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:
56. 20.1+ weeks = 100%,
57. 16.1 -20 weeks = 75%,
58. 12.1 -16 weeks = 50%,
59. 8.1 -12 weeks = 25%,
60. 8 weeks or less = 0%.
61. Please allow up to 14 working days for any refund to enter your account.
62. It is the responsibility of the customer to ensure that all tools are available for Memorable Decorations LTD to ensure that all items hired from the trader are used to the full extent as intended. If anything occurs on the day of the booking not under the control of the trader which causes the trader to not be able to use some hired items, there will be no offer of a refund from the trader as the trader has supplied all requested items and the ability to use all requested items has been reduced by someone other than Memorable Decorations LTD staff. This includes but is not limited to;
63. Lack of tables to decorate,
64. Lack of chairs to decorate,
65. No power supply at the venue,
66. Lack of space at the venue,
67. Any other circumstance not the responsibility of Memorable Decorations LTD.
68. If items are requested by the customer that the trader does not supply which is fault of the trader, as long as evidence is provided whether that be writing or photographic or video evidence, an investigation will be conducted and if the claim by the customer is found to be true, then the refund of the items not supplied may be refunded by Memorable Decorations LTD.
69. There is no refund available for any items that are purchased from the trader by the consumer that is personalised with personalisation such as (but not limited to) names and/or dates from Memorable Decorations LTD unless there is proven fault by the consumer of any products upon delivery or collection of the consumer. In the event of a fault being found, Memorable Decorations LTD will attempt to resolve this issue by providing a replacement.
70. **Date confirmation fee and refundable deposit (Event decorations and Magic mirror hire ONLY):**
71. There will be a £50 date confirmation fee to confirm your event date with Memorable Decorations LTD. This fee is nonrefundable and will be taken from your total order cost.
72. There will be a security deposit required to confirm your order with Memorable Decorations LTD once you have confirmed your decorations required with the trader. The amounts are listed as below:
73. Orders up to £100 - £50 security deposit.
74. Orders from £100.01 to £250 - £75 security deposit.
75. Orders from £250.01 to £1000 - £100 security deposit.
76. Orders of £1000.01 and over - £150 security deposit.
77. All security deposits for decorations are refundable as per the T&C’s set out.
78. Due to the magic mirror being staffed at all times, no security deposit is required. If any damages occur during the time from the delivery of the magic mirror to the leaving of the staff of the magic mirror then, further action may be taken against the hirer if evidence is found it is down to the hirer or any party of the hirer.
79. All prices for items requested by the consumer are fixed for your personal order once the date confirmation fee 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 (date confirmation fee payment date).
80. All security deposits are refundable.
81. Paying the date confirmation fee confirms your agreement of contract drawn up by the trader and given to you which best practice for Memorable Decorations LTD is via email.
82. Security deposits are **NOT** taken off of your total bill. The refundable security deposit will be refunded within 14 working days if the consumer cancels their order with Memorable Decorations LTD.
83. The refundable security deposit will be refunded to the consumer by the trader within 14 working days post event date during the quiet season (November 1 to March 31) and within 28 days during peak season (April 1 to October 31). 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.
84. The trader will notify the consumer within 10 days (November 1 to March 31) and within 25 days (April 1 to October 31) 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:
85. Refund of deposit due to standard cleaning and/or repairs expected by the trader.
86. Forfeiture of a portion or all 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.
87. Forfeiture of a portion of the deposit due to extra work carried out by the trader at the time of delivery. This includes but not limited to moving venue furniture that is not provided by Memorable Decorations LTD. The cost of the furniture move is on the price list which is accessible via our website [www.memorabledecorationsltd.co.uk](http://www.memorabledecorationsltd.co.uk) The base price of a furniture move is as stated £50. If it is deemed that it is more than 1 hour to move any venue furniture, there will be additional charges of £50 per hour.
88. The amount forfeited by the customer will depend on the cost to replace/clean/repair any item(s) requiring any replacement/extensive cleaning/repairs. You will be informed via invoice as per the common communications mode as previously used between the trader and the customer for previous invoices and/or receipts. This is usually via email. The trader will then refund any outstanding deposit balance at the time of the invoice being sent to the customer.
89. Evidence of cost can be obtained by the customer from the trader at the customers request.
90. All deposit refunds are reliant on the customer sending the trader their preferred bank details so the deposit can be refunded to the customer.
91. We require any bank details from the customer within 60 days post event to refund the deposit. If this is not completed by the customer, then the deposit will be deemed as forfeited.
92. Any deposit paid prior to 2.10.2023 remains under the terms and conditions at the time of the contractual agreement.
93. In the event of any damages that have occurred to any items owned by Memorable Decorations LTD and on hire to the consumer that is under the consumers care, there will be an immediate charge of £10 for 30 minutes work to carry out the repairs. Any equipment required for the repair such as paint or any tools required such as paint brushes will also be charged to the consumer. If more than 30 minutes is required to carry out repairs, then there will be additional charges for time to carry out repairs at increments of 30 minutes until the repair is completed. This means, if 45 minutes are required to carry out the repair, then the customer will be charged for 60 minutes work.
94. In the event of any extra cleaning that is required to any items owned by Memorable Decorations LTD and on hire to the consumer that is under the consumers care, there will be an immediate charge of £10 for 30 minutes work to carry out the extra cleaning phase(s). Any equipment required for the extra such as cleaning chemicals or any tools required such as cleaning cloths will also be charged to the consumer. If more than 30 minutes is required to carry out extra cleaning phase(s), then there will be additional charges for time to carry out repairs at increments of 30 minutes until the repair is completed. This means, if 45 minutes are required to carry out the repair, then the customer will be charged for 60 minutes work.
95. All costs will be taken from the consumers refundable deposit as described above (section 9).
96. As in section 4. (f), if any items are moved without the express permission of the owners of the trader, then Memorable Decorations LTD will reserve the right to keep any appropriate amount of your refundable deposit. As per our further move costs, the starting cost for any item(s) moved without the consent of the trader will start at £25 and the maximum amount they may be applied will be the full amount of your refundable deposit. No venue staff or guest or customer knows the full condition of any item and damage could be made but not clearly visible. For small items such as budget or standard centrepieces (this is not a limit to what the trader classes as small items), the cost from the deposit will be £25 PRIOR to any damages or loss found. For any large items such as 4ft blossom trees, 4ft LED letters or 8ft canopy trees (this is not the limit to what the trader classes as large items), you will forfeit your full deposit. All items are under the care of each customer for the duration of your event from the moment we deliver and set up the items to the moment we collect as mentioned above in section 4 (g). If you have any questions about any clauses in these terms and conditions, please contact us at info@memorabledecorationsltd.co.uk
97. **Delivery:**
98. We will deliver the services, including any goods, to the delivery location by the time or within the agreed period or, failing any agreement:
99. In the case of services, within a reasonable time; and
100. In the case of goods, without undue delay and, in any event, not more than 60 calendar days on which the contract is entered.
101. 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.
102. 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:
103. 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,
104. 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.
105. 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 8.
106. 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 8 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.
107. 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.
108. If you or your nominee fail, through no fault of the trader, to take delivery of the services at the delivery location, we may charge additional costs for transportation of the services and/or goods.
109. 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.
110. **Risk and title:**
111. 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.
112. 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.
113. **Withdrawal:**
114. 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.
115. **Damages and/or loss of items:**
116. Any damages incurred by the consumer will result in the consumer having to forfeit their refundable deposit as per cost of replacement for any loss or damages.
117. If the damages exceed the deposit amount, then the customer will forfeit the full deposit however, will not be required to pay any more funds for the loss/damages.
118. This is also explained in section 9.
119. **Conformity:**
120. 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.
121. Upon delivery, the goods will:
122. Be of satisfactory quality;
123. 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
124. Conform to their description.
125. It is not a failure to conform if the failure has its origin in your materials.
126. We will supply the services with reasonable skill and care.
127. 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).
128. **Duration, termination and suspension:**
129. The contract continues as long as it takes us to perform the services.
130. 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:
131. 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
132. Is subject to any step towards its bankruptcy or liquidation.
133. On termination of the contract for any reason, any of our respective remaining rights and liabilities will not be affected.
134. 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.
135. **Privacy**:
136. Your privacy is critical to us. We respect your privacy and comply with the general data protection regulations with regard to your personal information.
137. 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
138. For the purpose of these terms and conditions:
139. ‘Data protection laws’ means any particular law relating to the processing of personal data, including, but not limited to the GDPR.
140. ‘GDPR’ means the UK general data protection regulation.
141. ‘Data controller’, ‘personal data’ and ‘processing’ shall have the same meaning as in the GDPR.
142. We are a data controller of the personal data we process in providing the services and goods to you.
143. 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.
144. Before or at the time of collecting personal data, we will identify the purposes for which information is being collected;
145. We will only process personal data for the purposes identified;
146. We will respect your rights in respect to your personal data; and
147. We will implement technical and organisational measures to ensure your data is secure.
148. For any enquiries or complaints regarding data privacy, please email: memorabledecorations2021@gmail.com.
149. **Successors and our sub-contractors:**
150. 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.
151. **Circumstances beyond the control of either party:**
152. In the event of any failure by a party because of something beyond its reasonable control:
153. The party will advise the other party as soon as reasonably practical; and
154. 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.
155. **Excluding liability:**
156. We do not exclude liability for:
157. Any fraudulent act or omission
158. death or personal injury caused by negligence or breach of the supplier’s other legal obligations.
159. Subject to this, we are not liable for
160. loss which was not reasonably foreseeable to both parties at the time when the contract was made
161. loss (e.g. 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.
162. **Governing law, jurisdiction and complaints:**
163. The contract (including any non-contractual matters) is governed by the law of England and Wales.
164. Disputes can be submitted to the jurisdiction of England and Wales.
165. We try to avoid any dispute, so we deal with your complaint as follows:
166. Attempt to discuss and resolve the complaint over the phone.
167. Attempt to discuss and resolve the complaint in a face-to-face meeting.
168. Find an alternative and most amicable resolution possible if all else fails.



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