

# TERMS & CONDITIONS

## Clause 1: Definitions

“Booking Fee” means the total booking fee as set out in the Booking Form.

“Cancellation Fees” as set out in Clause 7.

“Client” means you as an individual or as a company/ legal entity that wishes to hire the Equipment from LINCOLNSHIRE WEDDING PROPHIRE LTD

“Contract” means the Booking Form and the Terms and Conditions between Client and LWPH LTD

“Deposit” the deposit due as set out in the Booking Form payable by the Client within seven (7) days from the date of this Agreement.

“Equipment” means the equipment owned by LWPH LTD but hired to the Client for the Event date and time under this Contract.

“Event” means the event that the Client has booked the hire of the Equipment for.

## Clause 2: The Booking Process

- Please review this Contract and sign it. This confirms the legally binding contract consisting of the Booking Form and these Terms and Conditions herein. For the avoidance of doubt non-return or non-completion of this Contract from any party does not invalidate or terminate the Contract.
- This Contract may be modified with agreement from both parties before the commencement of the Event. Where mutually agreed, this Contract may be amended, reissued and signed by both parties and further payment made before the Event commences.

## Clause 3: Payment of Deposit and Booking Fee

- The booking is secured by paying the booking Deposit. Payment of the Deposit is payable by the Client within seven (7) days from the date of this Agreement, unless otherwise specified in the Booking Form. The remaining Booking Fee payment is to be cleared in the LWPH LTD bank account, no later than thirty (30) days prior to the Event.

- If the remaining Booking Fee payment due to LWPH LTD has not been received in the specified time above, LWPH LTD may terminate this Contract without penalty or any compensation to the Client. EJ shall be entitled to keep the Client's Deposit as a form of compensation. Additionally, the Client remains liable for Cancellation Fees as outlined in Clause 7 below.
- If the Deposit has not been received within seven (7) days after issue of the Booking Contract and/or invoice this is perceived as a material breach of this Contract and releases LWPH LTD from any liability and contractual ties to the Client. However, the Client will still be accountable to Cancellation Fees as specified in Clause 7 and also remain liable for the booking Deposit.
- If, for any reason, the Equipment cannot be collected from the Event venue (for example only, robbery, breakage, total destruction, etc.) the Client is liable for the full amount for the remaking or buying of the replacement Equipment, the cost of which will be given after the assessment of the damage or loss. This is in addition to the Client's loss of the Security Deposit.

#### **Clause 4: Client's Obligations**

- The Client must ensure that the Event venue is able to provide a safe source of power and a safe area in which to put the Equipment.
- The Client should ensure these requirements are investigated prior to the confirmation of any booking with LWPH LTD and any relevant information disclosed to the LWPH LTD before the supply of the Equipment.
- Furthermore, it is also the responsibility of the Client to ensure that LWPH , LTD their employees and sub-contractors is provided with free parking facilities at the Event venue for all vehicles associated with LWPH LTD to unload and load the Equipment. Should no free parking be available the Client is liable for any parking charges incurred and payment will be made to LPH ,LTD their employees and sub-contractors on the day of the Event.
- Unless given express permission by LWPH LTD Equipment not available for use by any other persons/company before, during or after the Event.
- Unless given express permission by LWPH ,LTD the Client, the Client's guests or third parties must not move the Equipment once it is placed at the Event. Any damage caused to the Equipment or persons, by the Client, the Client's guests or third parties moving the Equipment, will be the sole liability of the Client and LWPH LTD may seek legal action, if necessary.
- The Equipment will not be set up outdoors, without any full protection or cover. The Equipment should be protected at all times from strong wind, snow and rain. It is the Client's sole responsibility and liability to protect the Equipment when used outdoors. The Client will be charged for any damage to the Equipment.
- The Equipment has been tested for its sturdiness; however, the Equipment is heavy and could cause injury if moved without prior training from LWPH.LTD

It is Client's responsibility to ensure the Client, Client's guests, or third parties refrain from moving, pushing and otherwise touching the Equipment as it could cause injury or damage that LWPH LTD cannot be held accountable for and could result in additional charges to the Client.

- The Client, Client's guests and third parties must refrain from touching the bulbs in the Equipment, as they can get very hot and could cause injury. Any injury sustained from any person touching the bulbs in the Equipment, is not the responsibility or liability of LWPH LTD. Please ensure all Client's guests and third parties, especially the young children, are aware of this before the Event commences.
- LWPH LTD asks that Client, Client's guests and third parties refrain from resting anything on the Equipment, for example only, glasses with or without drinks or plates of food or dirty plates etc. If any marks are left on the Equipment, then the Client may lose their Deposit but any additional costs to clean or rectify the damage to the Equipment.
- Any damage or loss of the Equipment could result in the loss of Client's Deposit, additional charges, future hire privileges/bookings and if necessary legal action.
- For the avoidance of doubt the hire of LWPH LTD Equipment as set out in this Contract, does not grant the Client any title, ownership or further use of the Equipment.

### **Clause 5: EJ's Obligations**

- Unless specifically outlined in the Booking Contract, LWPH LTD shall provide the Equipment for the Event. LWPH LTD is responsible for the good working order and safety of their own Equipment. All the LWPH Equipment will be PAT tested annually. In addition, LWPH LTD has Public Liability Insurance (to a minimum of £5,000,000 cover). LWPH LTD is fully responsible for these matters.
- Transportation and set up of the Equipment is the responsibility of WLPH LWTD unless agreed otherwise between both parties.
- LWPH LTD will do the best to set up the Equipment at Client's suggested place. However, if LWPH LTD (at its sole discretion), feels this is unsafe for Client or Client's guests or third parties or the Equipment, LWPH will make a decision to place them at a safer point.
- Spare light bulbs WILL ALWAYS be left behind or tucked inside one of the letters of the Equipment. The letters will always be tested after setting up to ensure all bulbs are working before LWPH LTD leaves the Event venue. However, these can (very rarely) expire during the course of the Event. If a bulb needs to be changed, please advise Client's Event coordinator, as they will be knowledgeable on how to change it. Otherwise, please switch off the lights at the mains and unplug before changing the light bulb with caution.

Our standard letters use LED bulbs that need simply to be turned to remove, and the same for fitting a new one. Please take precautions not to touch the other light bulbs when changing an old one as they are very hot and could cause injury.

### **Clause 6: Complaints**

- In the event of a dispute or complaint from either party, the issue must be put in writing (email to suffice) and sent within twenty-eight (28) days after the Event. Both parties will then mediate with the intention of reaching a satisfactory outcome. If the matter cannot be resolved, or an agreement reached, then the Client and LWPH LTD should seek legal advice. Any complaints received after twenty-eight (28) days after the Event will be dealt with at LWPH LTD sole discretion.

### **Clause 7: Cancellation and Cancellation Fees**

- The Client may cancel this Contract within fourteen (14) days from the booking confirmation and receive a refund of the full Deposit, solely on the condition that no services and/or Equipment have been provided to the Client. Thereafter the fourteen (14) day cooling off period, Clause 7(C) shall apply. If services and/or Equipment have been provided during the fourteen (14) day cooling off period then the costs of providing those services and/or Equipment will be charged to the Client in full.
- Save as set out in Clause 7(A) above, cancellation by either party is not allowed except where Clause 10 applies or where the Client and LWPH LTD mutually agree to cancel the booking (evidence must be provided in writing (email to suffice)). In either event the Client will forfeit the Deposit.
- Where the Client has cancelled the booking for reasons other than those outlined in Clause 10 below or Clause 7(A), in addition to the loss of the Deposit, the Client shall pay the Cancellation Fees based on the following:
  - Where cancellation occurs but it is 90 days or more from the Event then 50% of the total remaining Booking Fee is due to LWPH LTD ; or
  - Where cancellation occurs within 89 days and up to 61 days of the Event then 75% of the total remaining Booking Fee will be due to LPH or
  - Where cancellation occurs within 60 days or less of the Event, then 100% of the total remaining Booking Fee will be due to LWPH LTD
- All Client Cancellation Fees must be paid directly to LWPH LTD within fourteen (14) days of date of invoice from LWPH LTD .
- Where Cancellation Fees are not paid within fourteen (14) days of invoice, LWPH LTD may take legal action and may refer the amount to a debt recovery company. All outstanding sums after fourteen (14) days of invoice will incur interest at eight percent (8%) plus the Base Rate of the Bank of England per annum until the payment is settled. If referred to a debt

collection company, the outstanding balance will be subject to the recovery company's charges. These charges together with interest, all other charges and legal fees will be the responsibility of the Client and will be legally enforceable.

### **Clause 8: Schedule Changes**

- Where it is not possible to amend the Contract prior to the Event (e.g., on the day itself), changes should be agreed between LWPH LTD and the Client in writing (email to suffice).
- If LWPH LTD has been asked to provide additional Equipment on the day. The extra payment agreed should be paid to LWPH LTD on the day of the Event.
- If the timings of the Event are overrunning due to no fault of LWPH LTD is unable to collect the Equipment on the day and time agreed then an additional surcharge shall be charged by LWPH LTD. The extra payment should be paid to LWPH on the day of the Event.

### **Clause 9: Use of Alternative Equipment**

- On rare occasion, LWPH LTD may have to substitute an item of Equipment due to it developing a fault before the Event. LWPH LTD will replace the Equipment to the best of its ability like-for-like but any substitution does not constitute grounds for cancellation or termination of this Contract or compensation to the Client.

### **Clause 10: Force Majeure**

- No party shall be liable to the other for any failure to perform its obligations where such failure is as a result of a Force Majeure event including but not limited to; an "Acts of God" (including but not limited to; fire, flood, earthquake, storm, hurricane, strong winds or other natural disaster), war, terrorist activities, epidemic, pandemic, local or national lockdown, accident, civil commotion, or order of Government or Local Authority.
- Any party asserting Force Majeure so as to negate liability shall have the burden of proving it and justifying that they took preventative action, wherever possible, to counteract the circumstance. If successfully proven, then the Cancellation Fees outlined in Clause 7 shall be waived however, the Deposit will be forfeited.

### **Clause 11: Miscellaneous Provisions**

- Each party indemnifies the other party against any cost, (reasonable legal expenses), loss, claim, damage or liability suffered as a consequence of any breach of its obligations under this Contract or the enforcement of this Contract.

- This Contract can only be amended, supplemented, replaced or novated by another agreement executed by the parties.
- LPH shall be entitled to assign, transfer, licence, sub-licence and mortgage the benefit of this Contract to any person, firm or company provided that LWPH shall remain primarily liable for their obligations. The Client may not assign, transfer, licence, sub-licence and mortgage this Contract, without written approval from LWPH.LTD
- Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in this Contract.
- The relationship of the parties to this Contract does not form a joint venture, partnership, contract of employment, trust or agency.
- No one other than a party to this Contract, their successors and permitted assignees, licencees or sub-licensee, shall have any right to enforce any of its terms. A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce this Contract.
- No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- Each party must do anything reasonably necessary (including executing agreements and documents) to give full effect to this Contract.
- Each party must pay its own legal expenses incurred in negotiating and executing of this Contract.
- This Contract constitutes the entire agreement between the parties and supersedes all prior agreements in connection with the subject matter hereof whether oral or in writing.
- This Contract may be executed in any number of counterparts in electronic format (e.g., PDF). All counterparts together will be taken to constitute one binding Contract.
- If any Clause of this Contract shall be prohibited by or adjudged by a court of competent jurisdiction as per Clause 11(M) below, to be unlawful, void or unenforceable, such Clause shall, to the extent required, be severed from this Contract and rendered ineffective as far as possible without modifying the remaining Clauses of this Contract and shall not in any way affect any other circumstances, Clauses or the validity or enforcement of this Contract.

This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-

contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation. The courts of which shall be courts of competent jurisdiction.

