

Terms and Conditions of hire

Extravaganza Events

Terms and Conditions of Special Occasion Linen

These are the only terms and conditions upon which we will contract with you. No alteration or substitution of these terms and conditions shall be valid unless agreed in writing.

Within these terms and conditions reference to “linen” shall include tablecloths, table runners, table napkins, chair covers, chair bows, table accessories, hospitality accessories any other items hired by you from us under the contract for hire.

Orders

A contract is formed between us when we confirm in writing that your order has been accepted. Orders will not be accepted until we receive authorisation of your credit card payment or your cheque has been cleared in respect to the deposit payment set out below.

We reserve the right to withdraw our acceptance of your order if the linen requested is not readily available to us and to refund in full any payment you have made.

Deposit and Payment

All linen hire will require a 25% deposit at the time of order (unless you opt to pay the full balance at the time of ordering). If the required delivery date is within 3 weeks of placing your order the full contract price is required at time of order.

The balance of the contract price (including delivery charge) is due for payment no later than 3 working days prior to the linen being despatched to you if paying by credit/debit card or 7 working days prior to despatch to you if paying by cheque. All cheques must be accompanied by a cheque guarantee card number, except (in respect to account holders only) for cheques that are drawn on a bank account of a registered limited company. If the balance payment is not received we reserve the right to withdraw our acceptance of your order.

With regards to account holders, all invoices must be paid in full within 21 days of the invoice date and the additional terms and conditions that account holders entered into at the time such account facilities were agreed shall be deemed to form part of these terms and conditions.

No delivery will be made without receipt of the balance, except where account facilities exist.

No refunds or credits will be issued for any linen that is returned unused.

All prices are subject to VAT.

Ownership

All linen remains the property of Extravaganza Events Ltd., 12 Squire Court, Morland Road, Croydon, CR0 6NA at no time shall title pass to you.

Delivery

Delivery will be by our designated courier service – City Link or a member of our staff.

You will be required to inspect and sign for the linen at the time of delivery. Any discrepancies to the order which are not notified at this time will be exempt from any credit/refund.

There will be a surcharge for deliveries made on a Saturday and deliveries requested at designated times, the amount of which shall be notified to you at the time you make such request. Unless otherwise requested linen deliveries will be between the hours of 9.00 am and 5.30 pm. We will endeavour, to the best of our ability, to deliver and collect at the times you request but this cannot be guaranteed unless the surcharge is paid.

Please be aware that the linen remains your responsibility until it has been collected by our courier service. You should therefore make every effort to ensure the linen is kept dry and retained in a secure place until this time.

Warranties

We warrant that at the time of delivery the linen will, subject as hereinafter provided, be of satisfactory quality. There may, however, be minor variations between the linen as shown or described in our sales literature and those despatched to you (the linen despatched will always be of a comparable or superior quality).

We do not warrant that the linen supplied shall be fit for any special purpose unless agreed previously between us.

We reserve the right to choose an appropriate replacement to your specified colour or size should the necessity arise. However, we will endeavour to notify you of such a change whenever possible.

Liability

Any claim by you that linen is defective or that it is not of satisfactory quality, must be notified to us in writing within 24 hours of the date of delivery and in any event before use. If you do not notify us accordingly we shall have no liability for such defect. If, in our opinion, such a claim is valid we shall replace the linen in question free of charge or, at our sole discretion, refund in full the payment made in respect of such linen, but we shall have no further liability.

We shall be under no liability in respect of any defect arising from wilful damage, abnormal

usage conditions, failure to follow our instruction (whether oral or in writing), misuse or alteration or repair of the linen without our approval.

Except in the case of death or personal injury caused by our negligence, we shall not be liable to you by reason of any representation or any implied warranty, condition or other term, or any duty at common law or under these terms and conditions, for any special, indirect or consequential damage.

Subject as expressly provided in these terms and conditions, and except where the linen is provided to you contracting as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

We will do our utmost to ensure all linen is delivered in the correct quantities – however we cannot be held liable for any non-delivery of linen.
In no circumstances shall our liability to you exceed the invoice value of the contract.

We shall not be liable for situations of force majeure where any failure in the performance of any of our obligations is caused by factors outside our control.

Damage to Linen

Linen in your care shall remain your responsibility at all times.

- Wet table linen must not be placed in plastic bags as it may be attacked by mildew and will then be chargeable at the full replacement cost.
- Table linen which has been dragged on the floor or placed on earthen ground will be charged for at full replacement costs.
- Table linen on which candle wax or grease marks are found will be charged for the costs of dry cleaning.
- Where linen is returned badly mildewed, stained or damaged in any way, we shall have the right to charge you the replacement cost or a stain removal treatment charge and add this to your invoice or deduct the amount from your credit/debit card. Details of these charges are available upon request. You will not however, incur a charge for any normal fair wear and tear.

We will always write and give you 10 days notice prior to any such additional charges being made and allow you to view the damaged linen at our premises if you so wish.
You must ensure that the linen is completely dry before it is packed and returned.

Cancellation and Charges

If, for any reason, you wish to cancel your order you should phone us on 07947 584 599 quoting your order reference number. This can be found on your order confirmation e-mail if ordering via the internet, or on your order confirmation letter if ordering by telephone. All cancellations must be confirmed in writing and will only become effective on receipt of your

cancellation letter.

You will incur a cancellation charge the amount of which will be dependant upon the length of notice we receive from you. If you are contracting with us as a consumer then different cancellation conditions will apply as set out in the clause headed "Consumer Contracts" below.

The 25% deposit required at the time of order is non-refundable. Cancellations made 21 days prior to the date of delivery will be exempt from a cancellation charge. Cancellation made after this time will be charged 75% of the full contract price. Cancellations made within 7 days of the delivery date will be charged 100% of the contract price. Cancellation charges will be automatically deducted from your credit/debit card or added to your invoice. Any cancellations made in respect to orders for custom made/ bespoke linen will be charged for at the total contract price once production has begun. If you wish to make any amendments to your order, you may do so by calling 07947 584 599. If, however, these amendments involve a reduction in hired stock, cancellation charges as outlined above will apply.

Our terms and conditions for invoice payment are strictly 21 days.(For companies that are in contract with us) Please note if payment is not received within the terms and conditions of payment, we will pass your account to Commercial Recovery and Investigations Company PIF LTD who will act on our behalf and charges will be added to your account.

PIF LTD
152 WEY HOUSE
CHURCH STREET
WEYBRIDGE
SURREY
KT13 8NA

08708031664 tel
08708031665 fax

Consumer Contracts

In the event you are entering into this contract outside a business your statutory rights including but not limited to those contained within the Supply of Goods and Services Act 1982 and the Sale and Supply of Goods and Services Act 1994, shall not be affected by the restrictions and limitations set out in these terms and conditions and the provisions of this clause shall apply and prevail over any other terms and conditions.

In the event you are entering into this contract outside your business you shall for a period of 7 days from the date you place your order have the right to cancel the contract (unless delivery of the linen takes place within the seven days or we commence production of custom made/ bespoke linen) by sending written notice of cancellation to us at the e-mail, fax or postal address set out at the end of these terms and conditions. In the event you cancel the contract we shall reimburse any sum paid by you within 30 days of the notice of cancellation being given. If you cancel the contract after the 7 day period the cancellation conditions as set out above and headed "Cancellation and Charges" shall apply.

Third Party Rights

In respect to any contract entered into between us, no other party shall have the right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of the contract but this does not effect any right or remedy of a third party which exists or is available apart from that Act.

Law

These terms and conditions and any contract formed between us shall be governed by the laws of England and you agree to submit to the exclusive jurisdiction of the English Courts.

If, for any reason, you are not entirely satisfied with your linen your statutory rights are not affected and complaints can be made to our customer services department on:

07947 584 599 or in writing to

info@extravaganzaevents.co.uk

Extravaganza Events Ltd.
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Morland Road
Croydon
CR0 6NA.