

These Hire Terms apply to the Booking made by you for the Dry Hire, Pickup, Return, Delivery, Collection, Set-Up and/or Breakdown of Goods for an Event.

1. DEFINITIONS

In these Hire Terms, when the following words or phrases are used, this is what they will mean:

“Administration Fee” a fee of £50 charged under clauses 3, 6.2, 6.3, 7, 8, 9, and 16 of these Hire Terms.

“Amendment Sheet” the document provided by Us to You specifying any changes made to a Booking in accordance with clause 3, together with any amended Fee, Booking Deposit and Security Deposit which such changes result in.

“Bespoke Goods” Goods which are created by Us for You on a bespoke basis and which do not appear in Our Catalogue and which are more particularly described in the Booking Form.

“Booking” the booking you have made for the Hire, Pickup, Return, Delivery and/or Collection of the Goods and/or Set-Up and/or Breakdown services (as the case may be) and which are specified in the Booking Form.

“Booking Deposit” the deposit paid by You at the time of confirming the Booking by email or in person, in accordance with clause 2.3, which is 50% of the Total Fee or such other sum as may be agreed by Us in writing and set out in the Booking Form.

“Booking Form” the form provided by Us and signed by You confirming the details of the Goods You wish to Hire and the particulars of that Hire.

“Breakdown” the dismantling and removal of the Goods from the Venue by Us.

“Catalogue” the catalogue of our products and services, a copy of which can be found on our Website, www.d-vineevents.com.

“Collection” collection of the Goods Hired from the Collection Address at the Collection Time.

“Collection Address” the address from which We will Collect the Goods at the Collection Time at the end of the Hire Period, which is agreed between You and Us and specified in the Booking Form.

“Collection Date” the date for Collection of the Goods specified on the Booking Form.

“Collection Time” the time agreed between Us and You for the Collection of the Goods from the Collection Address.

“Commencement Date” the date of the commencement of the Hire Period.

“Damage” any damage or breakage or excess wearing or staining (over and above general wear and tear) of Goods which arises during the Hire Period including but not limited to stains from candle wax, coloured dye, fillers, aggregates or any other permanent markings.

“Delivery” delivery of the Goods Hired for the Booking to the Delivery Address at the Delivery Time.

“Delivery Address” the address to which We will Deliver the Goods at the Delivery Time at the commencement of the Hire Period, which is agreed between You and Us and specified in the Booking Form.

“Delivery Date” the date for Delivery of the Goods specified on the Booking Form.

“Delivery Time” the time agreed between Us and You for the Delivery of the Goods to the Delivery Address.

“Dry Hire” Hire of Goods only with Pickup and/or Return to be carried out by You.

“Edgware Premises 1” the premises at 10 Station Road, Edgware, Middlesex HA8 7AB

“Edgware Premises 2” the premises at Safestore, 47 High Street, Edgware, Middlesex HA8 7DD

“Event” the event or occasion for which the Goods have been Hired by You.

“Events Out of Our Control” any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks, road or motorway closures or significant traffic due to accident or vehicle failure, or the failure of our third party suppliers to provide us with any Goods or other goods or services necessary to be able to fulfil the Booking.

“Excessive Cleaning” cleaning which is more labour intensive or requires repeat washing or scrubbing to remove stains or other dirt from Goods following the Return of those Goods, or cleaning of Goods which are not generally subject to Washing Charges.

“Fee” the fee payable by You for the Hire of each relevant Good and for any Pickup, Return, Delivery, Collection, Set-Up and/or Breakdown (as the case may be) (and “Total Fee” shall be constructed accordingly).

“Floor Plan” the plan of the relevant room or suite at the Venue where the Event will be held, showing clearly where any Goods which require Setup should be placed and (if applicable) how they should be Setup or erected.

“Gas Cylinder” a helium gas cylinder of whatever size, and the ancillary equipment Hired by You.

“Glassware” any glassware of any type Hired by You for the purposes of the Booking.

“Goods” the Goods as specified in the Booking Form and identified by a product code as set out in Our Catalogue or, (in respect of Bespoke Goods) more particularly described in the Booking Form, and including any ancillary equipment, cartons, boxes, bags or other packaging associated with those Goods.

“Harrow Premises” the premises at 235 Kenton Lane, Harrow, HA3 8RP.

“Hire” the hire of the Goods for use during the Event by You.

“Hire Period” the duration of the Hire Period as set out on the Booking Form.

“Hire Terms” these terms and conditions.

“Inspection” the inspection carried out by Us in accordance with clause 14 following the expiry of the Hire Term to assess any Damage to or loss of any Goods suffered during the Hire Period.

“Interest Rate” the rate of 4% above the base rate of HSBC Bank Plc from time to time.

“Late Return Charge” the daily charge of the Fee for each of the Goods charged in accordance with clause 6.3, or the Administration Fee, whichever is the higher.

“Pickup” the collection of the Goods from the Pickup Depot by You for a Dry Hire.

“Pickup Depot” either Our Edgware Premises 1, Edgware Premises 2, or Our Harrow Premises, as specified in the Booking Form.

“Pickup Time” the time for Pickup as specified in the Booking Form.

“Quotation” the quotation provided by Us to You on a Booking Form to provide details of the Goods, and any Pickup, Return, Delivery, Collection, Setup and/or Breakdown services (as the case may be) and the relevant Total Fee.

“Replacement Charge” the charge calculated by Us as being the reasonable cost of replacing any Good or Goods which have been Damaged or lost during the Hire Period, and which are set out in Our Catalogue or (in the case of Bespoke Goods) which are assessed by Us in Our absolute discretion as being a reasonable replacement cost, or the Administration Fee, whichever is the higher.

“Return” the return of the Goods by You to the Return Depot at the end of the Hire Period, as specified on the Booking Form.

“Return Depot” either Our Edgware Premises or Our Harrow Premises, as specified on the Booking Form.

“Return Time” the time for Return as specified in the Booking Form.

“Roadside” the kerb of the road of the Delivery Address or Collection Address (as the case may be).

“Security Deposit” the deposit paid by You as security against any Damage or loss caused during the Hire Period, which is a minimum sum of £150, or such sum as is determined by Us in accordance with clause 15.1.2.

“Setup” the set-up and arrangement of the Goods at the Venue by Us, in accordance with the Floor Plan.

“VAT” value added tax and any other sales or other tax which succeeds it.

“Venue” the venue specified by You as being the venue for the Event.

“Venue Access Time” the time we are able to access the Venue to provide the Delivery, Collection, Set-Up or Breakdown services, as specified in the Booking Form.

“Washing Charge” the charge for washing and/or cleaning of textile Goods, Glassware and other Goods by Us and which shall be the amount set out as being the washing charge for each Good on Our Websites, or the Administration Fee, whichever is the higher or, in the case of Bespoke Goods such charge as We in Our absolute discretion (acting reasonably) assess as being a reasonable washing or cleaning charge for the relevant Good.

“We, Us, Our” Hospitality Services London Limited t/a D-vine Events, Asian Wedding Service, Jewish Wedding Services and Mood 2 Party (company number: 6684879) and whose registered office is at 10 Station Road, Edgware, Middlesex, HA8 7AB.

“Website” Our website at www.d-vineevents.com

“You, Your” you, the customer, who has placed the Booking.

1.2 the singular includes the plural and vice versa, and words in one gender include all genders.

2. MAKING A BOOKING

2.1 These are the Hire Terms on which We provide Goods for Hire, and (if applicable) Pickup, Return, Delivery, Collection, Set-Up and/or Breakdown services (as specified in the Booking Form) to You. Please ensure that You read these Hire Terms carefully, before paying a Booking Deposit. By paying a Booking Deposit, you are agreeing to these Hire Terms.

2.2 We will provide a Quotation and provide this to You prior to You placing a Booking. Quotations are valid for 14 days from the date they are issued. After this period the Quotation will expire unless you place a Booking in accordance with clause 2.3. Quotations are provided for information purposes only and are not

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- an offer to You to supply the Goods, or any Pickup, Return, Delivery, Collection, Setup or Breakdown services.
- 2.3 You place a Booking by paying the Booking Deposit to Us.
- 2.4 Paying a Booking Deposit does not mean that Your Booking is accepted by Us. The Booking is accepted by Us either:
- 2.4.2 by sending You the Booking Form; or
- 2.4.3 by acting in a way consistent with fulfilling the Booking.
- 2.5 If You think that there is a mistake on any part of the Booking Form, please contact Us within 7 days of placing the Booking. We will discuss with You any changes which can be made to a Booking and We may (in Our absolute discretion) agree to alter a Booking to correct a mistake. However, We are not obliged to take any action to correct any mistakes. It Is Your responsibility to check a Quotation before placing a Booking to ensure that the information is correct.
- 2.6 If We are unable to fulfil the Booking You have placed, We will inform you of this and We will not accept the Booking, and will return the Booking Deposit to You.
- 2.7 All Bookings are subject to these Hire Terms, to the exclusion of any other terms and conditions.
- 2.8 We may amend these Hire Terms at any time, and any amended Hire Terms shall have effect immediately from the time of posting on Our Website or from such later time as may be stipulated on Our Website.
- 2.9 Our Website and Catalogue are solely for the promotion of Our Goods and Pickup, Return, Delivery, Collection, Set-Up or Breakdown services in the UK and relate only to the Hire of Goods and the provision of Pickup, Return, Delivery, Collection, Set-Up or Breakdown services in the UK (as the case may be). The images of the Goods on Our Websites or in Our Catalogue are for illustration and promotional purposes only. We cannot guarantee that Your computer's display of the colours or the printed pictures accurately reflect the colour of the Goods. The Goods Hired may vary slightly from those images and it is Your responsibility to check that the Goods Hired are those specified in the Booking.
- 3. CHANGES TO BOOKINGS**
- 3.1 You may request a change to a Booking at any time after submitting the Booking Form until the date one month before the Commencement Date. We may in Our absolute discretion agree to any requested changes, provided that no changes reduces the number of Goods Hired or reduces the Total Fee. Any changes requested after the date one month before the date of the Event will not be agreed.
- 3.2 We will confirm any changes accepted, including any amended Fee, Booking Deposit and Security Deposit on an Amendment Sheet within 7 days of You making a request for a change.
- 3.3 The changes to the Booking will not be accepted by Us until You have confirmed that You accept the amended Fee, Booking Deposit and Security Deposit by signing and returning the Amendment Sheet within 3 days of issue of it by Us. If the Amendment Sheet is not signed and returned by You, the requested changes will not be agreed.
- 3.4 Any amended Fee, Booking Deposit and Security Deposit shall be paid by You on the date you sign and return the Amendment Sheet. If any sum requested following an agreed change to a Booking is paid late, such sum will accrue interest at the Interest Rate from the date the sum becomes due until the date of actual payment.

3.5 An Administration Fee will be charged for each amendment requested by You and confirmed by Us. The Administration Fee will be due at the date You confirm the changes, together with any amended Fees, Booking Deposit or Security Deposit by returning the signed and completed Amendment Sheet.

4. HIRE OF GOODS

4.1 In consideration of You paying the Fee, We will provide the Goods for Hire for the duration of the Hire Period, and any Pickup, Return, Delivery, Collection, Setup or Breakdown services specified in the Booking Form.

4.2 The Fee for each item of Goods is set out in our Catalogue, and is confirmed on the Booking Form. The Fee for Delivery, Collection or the provision of Set-Up and Breakdown services shall be set out on the Booking Form. The Fee for each item of Goods, Pickup, Return, Delivery, Collection or for the Set-Up or Breakdown services may change at any time, but any changes will not affect Bookings which We have confirmed with You.

4.3 It is always possible that, despite Our efforts, some of the Goods set out in our Catalogue or Quotation may be incorrectly priced. We will normally check prices when We submit a Booking Form so that, when the correct price is less than Our stated Fee, We will charge the lower amount when accepting the Booking Form. If the correct Fee is higher than that stated in Our Catalogue or the Quotation, We will contact You to tell You. If the pricing error is obvious and unmistakable and could have reasonably been recognised by You as a mis-pricing, We do not have to provide the Goods and/or Delivery and/or Collection and/or Set-Up and/or Breakdown services to You at the incorrect Fee.

4.4 We may also, as agreed between Us and You from time to time, provide services such as Delivery, Collection, Setup and Breakdown in consideration of You paying the relevant fee for these services. For the avoidance of doubt any such fees will be added to the Fee of the relevant Booking.

4.5 We reserve the right to substitute goods of similar or superior quality, appearance or specification for those Goods specified in the Booking if the Goods are not available due to Events Out of Our Control.

5. PAYMENT OF FEE

5.1 The Fee will be paid by You in the following instalments:

5.1.1 the Booking Deposit, to be paid on the date the Booking is made by You;

5.1.2 the balance of the Total Fee, and the Security Deposit to be paid on or before the date one month before the Commencement Date.

5.2 If You pay the Fee, the Booking Deposit, Security Deposit or any other sum due under these Hire Terms or any part of it by credit card, We will charge an additional fee of 3% per card transaction. These charges are to cover Our costs in processing these payments.

5.3 If any Fee, Booking Deposit or Security Deposit, or any other sum due under these Hire Terms (or any part of such sum) is not paid by You on the date it is due, such sum will accrue interest at the Interest Rate calculated on a daily basis from the date such sum becomes due until the actual date of payment.

6. DRY HIRE

6.1 GENERAL

6.1.1 A Dry Hire is a lower cost service, and does not include any loading, off-loading, Delivery, Collection, Set-up or Breakdown services. You should ensure that You make appropriate arrangements to Pickup, load,

transport, off-load and Return any Goods. Any vehicles used to transport Goods should be in a clean and tidy condition suitable for transporting the Goods.

6.1.2 We will not provide any packaging materials for Goods as part of a Dry Hire. You should ensure that You have appropriate and adequate packaging materials for transporting the Goods so as to prevent Damage.

6.2 PICKUP

6.2.1 If the Booking is for Dry Hire You shall Pickup the Goods from the Pickup Depot at the Pickup Time on the Commencement Date. For the purposes of this clause 6.2.1 time shall be of the essence.

6.2.2 If the Goods are not picked up by You at the Pickup Time on the Commencement Date, We may in Our absolute discretion agree a new Pickup Time or Pickup Depot. We will charge You a fee for Our reasonable costs in re-arranging a Pickup Time or Pickup Depot. This fee shall be such amount as We consider reasonable in all the circumstances, but shall be a minimum of the Administration Fee. If We do not agree on an amended Pickup Time or Pickup Depot, the Booking shall terminate in accordance with clause 19.

6.3 RETURN

6.3.1 If the Booking is for Dry Hire You shall Return the Goods on the Return Date to the Return Depot at the Return Time. Time shall be of the essence for the purposes of this clause 6.3.1.

6.3.2 In the event of a late Return, a Late Return Charge will be charged on a daily basis from the Return Date until the date that the Goods are actually returned to the Return Depot and acknowledged as received by Us. The Late Return Charge shall be deducted from the Security Deposit in accordance with clause 15.2 and any excess of Late Return Charge over the amount of the Security Deposit shall be a debt due immediately on demand.

6.3.3 If the Goods are not Returned within 3 working days of the end of the Hire Period, a Replacement Charge will be levied by Us in respect of any Goods not Returned. The Replacement Charge shall be deducted from the Security Deposit in accordance with clause 15.2 and any excess of Replacement Charge over the amount of the Security Deposit shall be a debt due immediately on demand.

6.3.4 We may charge a further fee in respect of any re-arranged Return Date or Return Time. This fee shall be a sum which We consider reasonable in view of the re-arranged Return Time and Return Date, and shall be deducted from the Security Deposit in accordance with clause 15.2, and any excess of such fee over the amount of the Security Deposit shall be a debt due immediately on demand. This fee will be a minimum of the Administration Fee.

7. DELIVERY AND COLLECTION OF GOODS

7.1 If a Delivery and Collection has been requested when You place a Booking, the Delivery and the Collection will take place on the Delivery Date or Collection Date at the Delivery Time or Collection Time and to the Delivery Address or Collection Address (as the case may be).

7.2 We will wait at the Delivery Address or Collection Address for sufficient time only for the Goods to be loaded and unloaded, unless Setup and Breakdown services have been agreed. We will use our reasonable endeavours to park our delivery vehicle as close to the Delivery Address or Collection Address as possible, but there may be occasions where this is not possible or impracticable (for example, for safety reasons or parking restrictions).

7.3 You must ensure that We are able to access the Delivery Address and/or the Collection Address (where that address is the Venue) and that We are permitted sufficient access at the Venue Access Time to be able to unload or load the Goods into the area where the Event is being held. If for any reason We are prevented

from accessing the Delivery Address or Collection Address, We will charge You a fee per hour which We consider is reasonable in the circumstances, but which will be a minimum of the Administration Fee. This charge will be deducted from the Security Deposit in accordance with clause 15.2.

- 7.4 Where Delivery or Collection is to Roadside only (as specified in the Booking Form), this is a self off-loading and self loading service only. We will not assist You in off-loading or loading the Goods from or onto Our vehicle.
- 7.5 Delivery or Collection may be affected by Events Out of Our Control. If We are unable to make a Delivery or Collection or be present at the Delivery Address and/or Collection Address at the Delivery Time and/or Collection Time due to Events Out of Our Control, We will notify You as soon as possible to re-arrange a new time. If the Event Out of Our Control results in Us being unable to provide Delivery or Collection, We will notify You as soon as possible in accordance with clause 17.
- 7.6 If You miss a Delivery or Collection Time, We may at Our absolute discretion wait for You to arrive or agree another time for Delivery or Collection with You, subject to payment of a further fee to represent Our costs in re-arranging this, which shall be a minimum of the Administration Fee. However, if the Goods are subject to another booking for another customer or We consider that it is inappropriate or inconvenient We may not agree this. If We do not agree to another Collection or Delivery Time, the order will be cancelled and no refund of any sums paid will be given.
- 7.7 It is Your responsibility to provide the correct details of the Delivery and/or Collection Address and to provide clear instructions for parking at these locations. We will use Our reasonable endeavours to comply with those instructions and to minimise any parking charges which may be incurred when providing Delivery and/or Collection services. However if, during the course of a Delivery and/or Collection, We incur any parking charges, You agree to be liable for such charges, which will be deducted from the Security Deposit in accordance with clause 15. If the charge is a sum in excess of the Security Deposit, the excess sum will be a debt due to Us immediately on demand in accordance with clause 15.

8. YOUR RESPONSIBILITIES DURING THE HIRE PERIOD

- 8.1 You will use Your best endeavours to ensure that the Goods are not Damaged, lost, tampered with or otherwise altered during the Hire Term.
- 8.2 You will use the Goods indoors only for the purposes of the Event and not for any commercial or profit-making purpose.
- 8.3 You shall not, and shall not permit any third parties, to use pins, glues, sticky tapes or any other adhesive products on any Goods.
- 8.4 You will not permit any third party to take possession of the Goods at any time during the Hire Period.
- 8.5 You shall ensure that Goods Returned by You or Collected by Us are provided in a clean, dry and tidy condition, and that all textile Goods are folded flat with no knots.
- 8.6 If You or any person authorised by You causes Damage to the Goods or removes the Goods from the Venue for any purpose other than for Return or Collection then the Security Deposit will be forfeit.
- 8.7 If following an Inspection any Damage has been suffered to any Goods or if any Goods have been lost, the Replacement Charge for each Good, will be deducted from the Security Deposit. If there is any excess over the amount of the Security Deposit due in respect of such Replacement Charge, this sum will be a debt due immediately on demand by You to Us.

9. SET-UP OR BREAKDOWN

- 9.1 If Set-Up or Breakdown is required for any Goods, full details of the time of Set-Up or Breakdown, the Venue, the Venue Access Time and any relevant contact details for the Venue event co-ordinator shall be provided on the Booking Form. If We consider that the details provided by You are not specific or appropriate to allow Us to provide the Set-Up or Breakdown service, We may at Our discretion request further information or alternative details from You.
- 9.2 You must ensure that We are able to access the Venue and that We are permitted sufficient access at the Venue Access Time to be able to unload or load the Goods into the area where the Event is being held. If for any reason We are prevented from accessing the Venue, We will charge You a sum which We consider is reasonable in the circumstances (and which shall be a minimum of the Administration Fee), for each hour that We or our drivers wait to be provided access. This sum will be deducted from the Security Deposit in accordance with clause 15.2.
- 9.3 A Floor Plan must be provided to Us by You no later than 15 working days before the date of the Event. The Floor Plan must be sufficiently full and clear to allow Us to carry out the Set-Up services required. We will not be liable for any failure on Our part to carry out the Set-Up services if the Floor Plan is not clear and specific in setting out how and where each item Hired is to be placed and set up and how the Goods are to be arranged with, where appropriate, a written description.
- 9.4 You shall ensure that a clear and safe environment is provided for Us to provide Set-Up or Breakdown services, without any physical obstacles or impediments to our providing such services.
- 9.5 Any Set-Up or Breakdown services provided are limited to removing and dismantling Goods only. We will not remove or dismantle any items which are not Goods nor will We remove, dismantle, move or assemble any items, furniture, equipment or other items which are the property of You, the Venue or any third parties.
- 9.6 If on the date of the Event it is discovered that the Floor Plan is not correct or does not contain full details as set out in clause 9.3, We will not alter or move the Goods which have been Set-Up.

10. WASHING CHARGES

- 10.1 Washing Charges are set out on Our Websites for Goods which require cleaning and/or washing after each Hire Period. In the case of Bespoke Goods, or Goods that do not require regular cleaning and/or washing, the Washing Charges will be separate and in addition to the Fee for the relevant Good.

11. LIMITATION OF LIABILITY

- 11.1 Subject to clause 17, if We fail to comply with these Hire Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of the Hire Terms or Our negligence, but We are not responsible for any loss or Damage that is not foreseeable.
- 11.2 We are not responsible for any loss or expense to You caused by the Goods being unsuitable for the Venue or the Event for reasons including but not limited to sizing or material. It is Your responsibility to ensure that the Goods are suitable for Your requirements at the time of Booking.
- 11.3 We shall not be responsible for any delay in providing Delivery, Collection, Set-Up and/or Breakdown services due to Events Out of Our Control.
- 11.4 Nothing in these Hire Terms seeks to exclude liability for death or personal injury, fraud or fraudulent misrepresentation, or breach of any terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982.

11.5 As a consumer, you have legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Hire Terms will affect these legal rights.

12. VAT

12.1 VAT is chargeable on all Fees, Booking Deposits and other charges and You agree to pay any such VAT which may be due.

13. PROBLEM WITH GOODS, DELIVERY, COLLECTION, SET-UP OR BREAKDOWN

13.1 In the unlikely event that there is any delay in Our providing the Goods or the Delivery, and/or Collection, or Set-Up and/or Breakdown services:

13.1.1 please contact Us and tell Us as soon as reasonably possible and in any event on the Commencement Date; and

13.1.2 please give Us a reasonable opportunity to remedy the problem.

13.2 No refund will be made in the event of any delay in Our providing the Goods for Hire or the Delivery, Collection, Set-Up and/or Breakdown services, if that delay does not prevent us from providing the Goods or the services on the Commencement Date.

14. INSPECTIONS

14.1 We will carry out an Inspection as soon as practicable but in any event within one week of the end of the Hire Period.

14.2 If any Damage or loss is found to have been caused to the Goods during the course of the Hire Period, or if the Goods require Excessive Cleaning or an additional Washing Charge is applicable following such Inspection then the cost of such Damage will be deducted from the Security Deposit in accordance with clause 15.2.

14.3 The costs of such Damage to Goods are set out in Our Catalogue. You can access Our Catalogue on Our Website. Details of the costs of Washing Charges are available on Our Website.

15. SECURITY DEPOSIT

15.1 PAYMENT OF SECURITY DEPOSIT

15.1.1 You must pay the Security Deposit on or before the date one month before the Commencement Date. The Security Deposit will be held by Us in our bank account, subject to the provisions of this clause 15.

15.1.2 We may, in Our absolute discretion, determine that a deposit of a sum larger than the Security Deposit may be required, in circumstances where the Goods are valuable or more susceptible to breakage, or where You are unable to provide full personal or home identification. Where such a larger deposit is required We will inform You of the reason for this at the time We accept Your Booking. The provisions of this clause 15 shall also apply to any larger deposit required by Us.

15.2 DEDUCTIONS FROM AND RETURN OF SECURITY DEPOSIT

15.2.1 Subject to clauses 6.3.2, 6.3.3, 6.3.4, 7.2, 7.3, 7.6, 8.7, 9.2, 14.2, 15.2.6, and 16.7 of these Hire Terms, the Security Deposit (or balance of the Security Deposit following deductions of any costs in accordance with these Hire Terms) may be claimed by You within 6 months of the end of the Hire Period by notice to Us in writing setting out the amount You calculate as being due to be returned.

- 15.2.2 If We agree that the Security Deposit (or a proportion of it) as set out in Your notice is due to be returned to You, We will confirm this in writing within 10 working days of receipt of Your notice.
- 15.2.3 If We do not agree with the notice setting out the Security Deposit due to You (or the proportion of it due to you) We will confirm this in writing to You within 10 working days of receipt of Your notice. We will then try to agree with You the proportion of the Security Deposit due to You (if any) within a period of 3 months from the date of Your initial notice.
- 15.2.4 The Security Deposit or any proportion of it will be returned to You by the same method it was paid.
- 15.2.5 Regardless of the provisions of clause 15.2.1, the Security Deposit will be held by Us until the completion of an Inspection and the assessment of any deductions which are to be made for Damage to Goods or loss of Goods.
- 15.2.6 Any Replacement Charges arising from Damage to or loss of Goods will be deducted from the Security Deposit. If the total amount due in respect of any breakage or Damage to Goods is greater than the Security Deposit, then the excess sum will be a debt due from You to Us immediately on demand.

16. GAS CYLINDERS

- 16.1 If Gas Cylinders are Hired by You, You paying the Booking Deposit is confirmation that You have read and understood the Gas Cylinder safety advice provided by Us to You.
- 16.2 Gas Cylinders must be Returned on the Return Date, together with all valves and other equipment provided at the point of Delivery by Us or Pickup by You. Any helium gas remaining in the Gas Cylinder on the Return Date will not be refunded or compensated for.
- 16.3 Estimates of the number of balloons which can be inflated by a Gas Cylinder are only estimates and assume proper use of the Gas Cylinder and no wastage of gas.
- 16.4 Any late return of a Gas Cylinder is subject to a charge of £25 per day from the Return Date to the date of actual return and shall be a minimum of the Administration Fee.
- 16.5 Any Gas Cylinders which are found during an Inspection to be Damaged, broken or lost will be charged at Our supplier's rate of replacement from time to time.
- 16.6 Any valves for Gas Cylinders which are found during an Inspection to be Damaged or lost will be charged at Our supplier's rate of replacement from time to time.
- 16.7 Any sums due under clauses 16.4 to 16.6 will be deducted from the Security Deposit in accordance with clause 15.2 and any amount in excess of the Security Deposit will be a debt due from You to Us immediately on demand.

17. EVENTS OUT OF OUR CONTROL

- 17.1 We are not responsible for any delay or failure to comply with any of Our obligations under these Hire Terms due to Events Out of Our Control.
- 17.2 If an Event Out of Our Control takes place that affects the performance of Our obligations under these Hire Terms:
- 17.2.1 We will contact You as soon as reasonably possible to notify You; and
- 17.2.2 Our obligations under these Hire Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Out of Our Control. Where the Event Out

of Our Control affects the commencement of the Hire Period or the performance of the Delivery, Collection, Set-Up and/or Breakdown services to You, You may cancel the Booking. Please see Your cancellation rights under clause 17. We will only cancel the Booking if the Event Out of Our Control prevents Us from being able to fulfil our obligations under these Hire Terms in accordance with Our cancellation rights under clause 19.

18. YOUR RIGHT TO CANCEL

- 18.1 You may cancel a Booking within 14 days of making a Booking (“Cancellation Period”).
- 18.2 If You contact Us to cancel a Booking whether during or after the Cancellation Period, no refund of any payments made by You will be given.
- 18.3 If You contact Us to cancel a Booking after the Cancellation Period We may, in our absolute discretion, agree to this but all outstanding Fees, and other sums due under these Hire Terms (excluding any Security Deposit) will remain due and payable in accordance with clause 5. We recommend that You obtain appropriate event insurance in respect of any such late cancellations.

19. OUR RIGHT TO CANCEL

- 19.1 We may in some circumstances have to cancel a Booking due to Events Out of Our Control, unavailability of any Goods, key personnel or materials, without which We cannot comply with Our obligations under these Hire Terms. We will contact You promptly if this happens.
- 19.2 If We have to cancel a Booking in accordance with clause 19.1 and You have made a payment to Us, a refund of this payment will be given to You.
- 19.3 We may cancel a Booking at any time with immediate effect by giving You written notice if:
- 19.3.1 You do not pay Us any payment which is due or any part of any payment due; or
- 19.3.2 if You breach any of these Hire Terms in any material way and You do not correct or fix the situation within 2 days of Us asking You to do so, if the breach occurs more than one month before the Commencement Date; or
- 19.3.3 if You breach any of these Hire Terms in any material way and You do not correct or fix the situation immediately following Us asking You to do so, if the breach occurs less than one month before the Commencement Date.
- 19.4 If We cancel a Booking due to any circumstances set out in clause 19.3, any payments You may have made will not be refunded, and any outstanding sums due under these Hire Terms will become payable immediately following the date of such cancellation. Any such sums will accrue interest at the Interest Rate from the date the payment becomes due until the actual date of payment.
- 19.5 If We cancel a Booking for any reason and You have already taken Delivery or Picked up the Goods, We will attend the Venue or the Delivery Address at our absolute discretion to collect such Goods, and You will allow Us sufficient access and take all necessary steps to assist Us in obtaining access to the place the Goods are stored to allow Us to collect them.

20. HOW TO CONTACT US

We are a company incorporated in England and Wales with company number 6684879 and our registered office is at 10 Station Road, Edgware, Middlesex HA8 7AB. You can also contact us by email at info@d-vineevents.com.

21. HOW WE MAY USE YOUR INFORMATION

- 21.1 We will use the personal information You provide to Us to:
- 21.1.1 provide the Goods, Delivery, Collection and any Set-Up or Breakdown services;
 - 21.1.2 process Your payment for such Goods, Delivery, Collection and/or Set-up and Breakdown services;
 - 21.1.3 inform You about similar products or services that We provide, but You may stop receiving these at any time by contacting Us.
- 21.2 We will keep information relating to the Event only on Our file for 6 months following the end of the Hire Period. Following the expiry of this period, the record of information relating to the Event only will be destroyed by Us. We may retain Your personal information for the purposes set out in clause 21.1 after this period.
- 21.3 We will not give Your personal data to any third party.

22. OTHER TERMS

- 22.1 We may transfer Our rights and obligations under these Hire Terms to another organisation, and We will always notify You in writing if this happens, but this will not affect Your rights or Our obligations under these Hire Terms.
- 22.2 This contract is between You and Us. No other person shall have any right to enforce any of its terms or conditions.
- 22.3 Each of the paragraphs of these Hire Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 22.4 If We fail to insist that You perform any of Your obligations under these Hire Terms, or if We do not enforce our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.
- 22.5 These Hire Terms are governed by English Law. You and We both agree to submit to the exclusive jurisdiction of the English Courts.