



THE WEDDING HOUSE  
01905 794200 / 07834242467  
VAT Registration No. 176 6647 63

## TERMS AND CONDITIONS OF SALE

IT IS AGREED as follows:

### 1. Interpretation & Definitions

- 1.1 In this Agreement the following words and expressions shall have the following meanings unless the context otherwise requires:

"**Agreement**" means these terms and conditions of sale, together with the Order;

"**Order**" means the order placed by the Client, through acceptance of a quote from The Wedding House, for the supply of Stock and/or Services and which are subject to the terms of this Agreement;

"**Party**" means either the Client or The Wedding House;

"**Services**" means the services, if any, as are specified in the Order; and

"**Stock**" means the items to be supplied by The Wedding House, as are specified in the Order.

### 2. Structure of this Agreement

- 2.1 The Order will be deemed to be accepted on the earlier of:

2.1.1 the Client paying the deposit outlined in the Order; or

2.1.2 any act by The Wedding House at the Client's request consistent with fulfilling the Order,

at which point and on which date the Order will come into existence (the "**Commencement Date**").

- 2.2 The terms and conditions of this Agreement apply to the Order to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

- 2.3 In the event of any conflict between the terms set out in different parts of this Agreement, the following order of precedence shall apply:

2.3.1 the terms of the Order;

2.3.2 these terms and conditions of purchase.

### 3. Commencement and Term

This Agreement will come into effect on the Commencement Date and will continue in full force and effect until the expiry date specified in the Order. If no such expiry date is specified, this Agreement shall continue in force until performance of the Services has been completed.

### 4. Obligations with regard to Services

- 4.1 The Wedding House warrants to the Client that they will:

4.1.1 perform the Services with reasonable care and skill;

4.1.2 ensure that the Services will conform with all descriptions and specifications set out in the Order; and

4.1.3 the Services will be provided in accordance with all applicable law, regulation codes of practice and rules relevant to the Services.

4.2 The Wedding House reserves the right at all times to artistic licence in design of the Services.

4.3 The Wedding House will remain solely responsible for the conduct of all employees and sub-contractors engaged by The Wedding House in the performance of the Services.

4.4 The Wedding House may decline to carry out the Services and terminate this Agreement under clause 9.1.1 if in its opinion to do so would pose a risk to the health, safety or welfare of any employee, agent or sub-contractor of The Wedding House, or if any such employee, agent or sub-contractor is subject to threatening or abusive behaviour from the Client or anyone associated with the Client.

### 5. Obligations with regard to the provision of Stock

5.1 Save for consumable items such as flowers, candles and favours, all Stock remains the property and/or care of The Wedding House at all times.

5.2 The Wedding House shall use reasonable endeavours to supply such quantities of Stock as specified in the Order or as otherwise agreed by the Parties.

5.3 Subject to clause 5.2, The Wedding House reserves the right to substitute Stock if not readily available. The Wedding House will however endeavour to seek the Client's approval where possible before making any such substitution, and all substitutions will be made at equal or superior value and quality.

5.4 The Wedding House shall ensure that all Stock corresponds with its description and shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for purpose.

5.5 The Wedding House shall deliver the Stock on the date and time, and to the venue, specified in the Order.

### 6. The Client's Duties

6.1 The Client shall comply in a timely manner with its obligations contained in this Agreement and shall provide all such information and assistance as may reasonably be required by The Wedding House to fulfil its obligations under this Agreement.

6.2 Chair covers supplied by The Wedding House are designed to fit a standard, metal banqueting chair. The Client agrees to make the necessary enquiries to ensure that the venue will be supplying suitable chairs on the day of the event. The Wedding House



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- takes no responsibility for ill-fitting covers, or for instances where the covers clearly cannot be used owing to the chairs being unsuitable.
- 6.3 The Client accepts responsibility for liaising with their event venue regarding logistics that may impact on the Stock and/or Services being performed by The Wedding House and to advise The Wedding House accordingly.
- 6.4 The Client will not set-up or take Stock, in particular chair covers, outdoors without prior written agreement from The Wedding House.
- 6.5 The Client shall arrange for The Wedding House to have access at reasonable times to the venue to the extent needed to facilitate the performance of the Services or delivery of Stock.
- 7. Payment**
- 7.1 The non-refundable deposit outlined in the Order must be paid to confirm the booking of The Wedding House and before The Wedding House commits to meet any dates, Stock and Services outlined in the Order.
- 7.2 The balance of the fees due must be paid in full no later than four (4) weeks before the Client's wedding day.
- 7.3 Payment may be made by card over the phone, or by Bank Transfer to:
- Sort Code: 40-19-27**  
**Account Number: 61439014**
- 7.4 Payment for any bridal flowers is payable to Petals of Droitwich at The Wedding House and can be made by Bank Transfer to:
- Sort Code: 09-01-29  
Account Number: 07147795
- 7.5 All fees are inclusive of value added tax ("VAT")
- 7.6 If any sum due to The Wedding House remains unpaid after payment was due by the Client, The Wedding House reserves the right to;
- 7.6.1 terminate the Order with immediate effect and any payments already received will be non-refundable; and
- 7.6.2 charge interest (both before and after any judgment) on the amount unpaid at the rate of 4 per cent per annum above the base rate of Lloyds from time to time until payment is made in full, calculated on a daily basis.
- 7.7 Save where cancelled in accordance with clause 11, if the Client's event is cancelled then no refunds will be issued.
- 8. Liability**
- 8.1 This clause sets forth the entire liability of The Wedding House, whether in contract or in tort
- (including negligence or where there is strict liability) or otherwise.
- 8.2 The Wedding House does not exclude or limit any liability to the Client for:
- 8.2.1 personal injury (including sickness and death) to the extent that such injury results from the act or omission of itself, its employees, agents or sub-contractors; or
- 8.2.2 fraud or fraudulent misrepresentation.
- 8.3 Except as provided in sub-clause 8.2, the total liability of The Wedding House shall not exceed the amount of all fees payable under this Agreement.
- 8.4 Notwithstanding anything to the contrary in this Agreement, in no circumstances shall The Wedding House be liable to Client for any:
- 8.4.1 losses, damages, costs and/or expenses arising from events outside of The Wedding Party's reasonable control;
- 8.4.2 economic loss;
- 8.4.3 business interruption;
- 8.4.4 loss or damage to goodwill or reputation;
- 8.4.5 loss of interest or savings
- whether or not the Client had informed The Wedding House of the possibility of such losses occurring.
- 9. Termination**
- 9.1 This Agreement may be terminated forthwith by either Party by notice in writing if any of the following events shall occur:
- 9.1.1 the other Party shall at any time be in material default under this Agreement and such default is not, in the reasonable opinion of the non-defaulting Party, capable of remedy; or
- 9.1.2 the other Party shall at any time be in default under this Agreement (other than material default specified in sub-clause 9.1.1 above) and shall fail to remedy such default within fourteen (14) days from receipt of notice in writing from the Party not in default specifying such default.
- 9.2 Where The Wedding House has had cause to terminate this Agreement under clause 9.1, no refunds shall be due on any fees paid by the Client.
- 9.3 The expiry or termination of this Agreement shall be without prejudice to the rights of the Parties accrued up to the date of such expiry or termination.



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9.4 Clauses which expressly or by implication survive termination of this Agreement shall continue in full force and effect.

**10. Consequences of Termination**

On the termination of this Agreement for whatever reason:

10.1 all rights and obligations of the Parties under this Agreement shall automatically terminate except for such rights of action as shall have accrued prior to such termination and any obligations which expressly or by implication are intended to come into or continue in force on or after such termination;

10.2 the Client shall pay The Wedding House for all due, unpaid fees not the subject of bona fide dispute, and ensure the return of any Stock or other materials and equipment, belonging to The Wedding House.

**11. Force Majeure**

Neither Party shall be under any liability to the other for any delay or failure in performing its obligations under this Agreement to the extent that the failure or delay is caused or contributed to by any circumstance beyond its reasonable control, including but not limited to any act of God, war, civil commotion, riot, strike, lockout, trade dispute (except where involving its own employees), breakdown, failure, accident or any other happening or event whatsoever (whether or not of a kind similar to those mentioned before). Any such delayed Party shall be entitled to a reasonable extension of time for the performance of its obligations.

**12. The Wedding House Name, Logo and Reputation**

Nothing in this Agreement shall grant any right or licence to the Client to use the name, logo, or any intellectual property of The Wedding House unless expressly agreed by The Wedding House.

**13. Severability**

In the event that any of the terms contained herein are determined by any competent authority to be invalid or unenforceable to any extent, such term shall to that extent be severed from the body of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.

**14. Sub-Contracting**

The Wedding House shall be entitled to delegate or sub-contract its duties under this Agreement to any third party. Notwithstanding the above, in the event of any sub-contracting, The Wedding House shall remain primarily and fully responsible for the acts and omissions of its sub-contractors.

**15. Third Parties**

A person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of any third party which exists or is available apart from that Act.

**16. Waiver**

The delay or failure by either Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other further exercise thereof or the exercise of any other right.

**17. Entire Agreement**

This Agreement is complete and constitutes the entire agreement between the Parties with respect to the subject matter hereof and any and all written or oral agreements or understandings of any kind that may have been made prior to the date of this Agreement shall be deemed to have been superseded by the terms of this Agreement.

**18. Law**

The validity construction and performance of this Agreement shall be exclusively governed by the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.