

Terms and conditions for Mood Event Decoration

1. Definitions

1.1 In these terms and conditions the following terms have the following meanings:

'Mood Event Decoration' is the trading name of Melanie McGimpsey, a sole trader based at 11 Kingsway Gardens, Cherry valley, Belfast, Co. Antrim. Northern Ireland. BT5 7DQ.

'Customer' means the person, firm, corporate or public body entering into agreement with Mood Event Decoration for the provision of Services. Any person purporting to act on behalf of the customer shall be bound by the Terms and Conditions of Service.

'Balance' means the Service Charge less any Deposit paid.

'Damage Deposit' means the refundable security deposit that Mood Event Decoration may require the customer to pay as security against the risk of theft or damage to materials during the Display Period. This is additional to the Booking Deposit and is payable at least 10 days prior to the Venue Date. **'Booking Form'** means the form issued (either in soft or hard copy) by Mood Event Decoration to the Customer specifying, amongst other details, the Venue, Venue Date, Service Specifications, Deposit and Service Charges.

'Set up Date' means the agreed date (or dates) specified in the Booking Form (unless otherwise agreed) for Mood Event Decoration to set up the Materials at the Venue.

'Dismantling Date' means the agreed date (or dates) specified in the Booking Form (unless otherwise agreed) for the dismantling and removal of the Materials from the Venue by Mood Event Decoration.

'Display Period' means the period including and between the Set up Date and Dismantling Date.

'Materials' means any equipment and materials including (but not limited to) furniture, furnishings, props, decoration and lighting either owned by or under hire to Mood Event Decoration and installed at the Venue as part of the Services.

'Invoice' means any invoice or invoices issued by Mood Event Decoration to the Customer indicating the agreed Service Charge or Additional Charges owed for Services.

'Booking Deposit' means the deposit payable as specified in the Booking Form (20% of the Service Charge or £300, whichever sum is greater) to be paid by the Customer upon confirmation of the order as consideration for Mood Event Decoration reserving the Venue Date and providing initial consultation services. The Booking Deposit is held by Mood Event Decoration subject to the refund conditions set out at clause 6 of these Terms and Conditions, subject always to a retention of £300 following expiry of the 7 day cancellation period.

'Services' means the provision of decoration and consultation services for the event or events in accordance with the Specifications and shall also include (unless otherwise agreed) the provision, set-up and dismantling of the Materials at the Venue.

'Specification' means the scope and particulars of Services and Materials agreed by the parties as particularized in the Booking Form.

'Service Charge' means the amount payable by the Customer for the Services as specified on the Booking Form.

'Additional Charges' means any Additional Charges agreed by the parties in addition to the Service Charge.

'Venue' means the venue for the event or events which is the subject of the Booking Form.

'Venue Date' means the date of the event or events for which the Services are required.

2. Contract

2.1 Unless stated otherwise in writing all orders placed by the Customer are accepted subject to the Terms and Conditions of Service stated below and the Customer by placing the order and paying the Booking Deposit is deemed to have acknowledged this and such acts will constitute a binding contract between parties ("Contract").

2.2 Any brochures photographs including the web site are intended as a general guide only and any typographical clerical or other error or omission in any website sales literature quotation correspondence order form invoice or other documentation or information that may be issued by Mood Event Decoration shall be subject to correction without any liability on the part of Mood Event Decoration.

3. Variations

3.1 No variation by the customer to these terms and conditions shall be binding unless agreed to in writing by Mood Event Decoration.

3.2 Mood Event Decoration reserves the right to add further special conditions for specific services as and where considered appropriate and any such conditions will be notified to the customer in writing.

4. The venue

4.1 Unless otherwise agreed in the Booking Form, the Service Charge is based on the assumption that the Customer will ensure that the Venue is safe and complies with all necessary regulations, requirements and relevant bye-laws (including but not limited to Fire and Safety regulations) and is easily accessible to Mood Event Decoration personnel and is free from any hazardous and abnormal condition or obstruction that might hinder or impede Mood Event Decoration's ability to provide the Services.

4.2 If at the Set up Date, the Venue does not comply with the above condition then Mood Event Decoration reserves the right to charge Additional Charges to cover the cost of any additional labour and materials that may be required in order to overcome any undisclosed and/or abnormal condition effecting the installation and erection of the Materials.

4.3 The Service Charge does not include making good any repairs to the Venue unless such damage has been caused by the negligence of Mood Event Decoration's servants, agents or contractors.

5. Payment

5.1 Payments must be made in accordance with the payment terms stated in the booking form and/or any Invoice(s).

5.2 Unless otherwise specified in the Booking Form, the Booking Deposit becomes payable on receipt by Mood Event Decoration of the Customer's Specifications set out in the Booking Form.

5.3 The booking for the Venue Date is only secured on receipt of a signed Booking Form and payment of the Booking Deposit.

5.4 Unless otherwise specified in the Booking Form, the Balance must be paid to Mood Event Decoration no later than 10 days prior to the Venue Date.

5.5 All sums payable under the Contract unless otherwise stated are exclusive of VAT and other duties or taxes. Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition.

5.6 Mood Event Decoration reserves the right to charge interest on any late payments at the rate of 4% per annum above the Ulster Bank in Belfast base lending rate in force from time to time.

5.7 Where the customer is a business, Mood Event Decoration shall be entitled to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 as amended from time to time.

5.8 All payments shall be made in sterling and shall be subject to all taxes applicable under United Kingdom law.

5.9 For the purposes of this clause 5 the expressions “payment”, “payments”, and “paid” shall mean receipt of cleared fund into Mood Event Decoration’s bank account.

5.10 There will be an additional charge of 3.5% levied on payments made by PayPal or credit card.

5.11 Any bank charges incurred by Mood Event Decoration in respect of payments made from outside of Northern Ireland, including but not limited to the Republic of Ireland, will be the responsibility of and charged to the customer and will be shown separately on invoices.

6. Cancellation and termination

6.1 Either party shall have the right to terminate the Contract without penalty within 7 days from the date of payment of the Booking Deposit. In the event of such termination by either party Mood Event Decoration shall refund to the Customer all sums paid by the Customer to Mood Event Decoration by way of Booking Deposit or otherwise.

6.2 Once the 7 days referred to in the preceding clause has passed, should the Customer wish to terminate the Contract then the Customer will be liable to Mood Event Decoration as follows;

6.2.1 Termination more than 12 months prior to the Venue Date Customer shall be entitled to a refund of 100% of the Booking Deposit less £300.

6.2.2 Termination less than 12 months but more than 24 weeks prior to the Venue Date, Customer shall be entitled to 50% of the Booking Deposit less £300.

6.2.3 Termination any time during the 24 week prior to the Venue Date; Customer shall be liable to Mood Event Decoration for the Balance in full.

6.3 In the event that Mood Event Decoration should terminate the Contract at any time following expiry of the 7 day cancellation period the Customer shall be entitled to a refund of the Booking Deposit and any Balance paid in full.

6.4 In addition to clause 6.1 above Mood Event Decoration may terminate these terms and conditions forthwith without notice if the Customer commits a breach of any of these terms and conditions and or if Mood Event Decoration deems the Customer’s behaviour to be unruly or unsafe. In the event of such termination Mood Event Decoration reserves the right to charge the Customer for payment in full.

6.5 Either party shall be entitled to terminate these terms and conditions forthwith at any time by written notice to the other party if the other party becomes subject to an Administration Order; an Receiver of Administrative Receiver or similarly is appointed over , or an encumbrancer takes possession of any of the other party’s property or assets; the other party enters into an arrangement or composition with its creditors, ceases or threatens to cease to carry on business, becomes insolvent, or ceases to be able to pay its debts as they fall due.

6.6 Termination shall not affect the rights of any party which have already accrued and which continue after their termination.

7. Mood Event Decoration’s obligations

7.1 Subject to the Customer’s compliance with its obligations under clauses 4 and 7, Mood Event Decoration undertakes to supply the services.

7.2 Mood Event Decoration shall be entitled to subcontract the provision of any or all of its Services.

8. Customer’s obligations and warranties

The Customer warrants that it shall;

- (a) pay the Booking Deposit, Damage Deposit and to pay the Balance and any Additional Charges in accordance with the terms agreed under the Contract.
- (b) hold safe any Materials supplied by Mood Event Decoration and to deliver up same on demand to the company and further undertakes to insure the said Materials against third party liability and theft.
- (c) ensure that Mood Event Decoration has unfettered access to the Venue on (or before) the Set Up and the Dismantling Date to enable Mood Event Decoration to fulfil its obligations under clause 6 above.
- (d) provide such electrical power points or supply as may be reasonably required by Mood Event Decoration.
- (e) not use any lighting, heating, cooking or other gas or electrical appliances of any kind within or in close proximity to the Materials without the prior written consent of Mood Event Decoration.
- (f) pay the cost of replacing any Materials which are damaged and/or stolen from the Venue on or before the Dismantling Date
- (g) ensure that any other third party suppliers such as caterers, attend promptly at the Venue so as not to interfere with Mood Event Decoration's provision of the Services.
- (h) liaise directly and immediately with any third party suppliers at Mood Event Decoration's request
- (i) it is entitled to enter into an agreement with Mood Event Decoration and that by doing so it is not in breach of any third party rights or contractual obligations;
- (j) it will not do, or omit to do any act or thing which might impede or otherwise adversely impact on Mood Event Decoration's ability to perform its obligations under these terms and conditions or which otherwise does or might adversely affect the works;
- (k) it has obtained all necessary rights, releases and or consents which may be required for reproduction whether in relation to the use of names, people, Trade Marks, registered or copyright designs or works of art depicted in any photograph and or work generally;
- (l) if the Customer receives a written notice from Mood Event Decoration identifying a breach of the warranty set out in the above clause then the Customer shall, at its own expense, promptly remedy such breach or failure or otherwise hold Mood Event Decoration harmless against such breach;
- (m) it shall be responsible for the behaviour of any persons accompanying it to any event;
- (n) it will not do any act or thing which might adversely affect the business interests of Mood Event Decoration.
- (o) it has sole responsibility to obtain adequate insurance against cancellation or postponement of the event for whatever reason.

9. Limitation of liability

- (a) Mood Event Decoration shall not be liable for any loss or damage suffered by the Customer or by any third party arising from or during the supply of the Services.
- (b) Mood Event Decoration shall not incur or accept any liability concerning any representation made by Mood Event Decoration (or made on Mood Event Decoration's behalf) to the Customer (or any person acting on behalf of the Customer) prior to the making of an agreement where such representation was made or given in relation to the conditions set out at (e) below.
- (c) Mood Event Decoration shall not accept any liability to the Customer concerning any express term or provision of these terms where such a term relates to the conditions at (e) below.
- (d) All terms conditions or warranties implied by statutory or common law relating to the conditions at (e) below are excluded from these terms to the fullest extent permitted by law.
- (e) The "conditions" referred to in this section shall mean:
 - 9(e)(i) the correspondence of the supply of Services with any description; and or
 - 9(e)(ii) the quality of the Services; and or

9(e)(iii) the fitness of the Services for any purpose(s) whatsoever (whether made known to Mood Event Decoration or not).

(f) Nothing in these terms and conditions shall exclude or limit liability for death or personal injury resulting from the negligence of either party or their servants, agents or employees.

(g) Except as provided above in the case of personal injury or death, Mood Event Decoration's maximum liability to the Customer for any cause whatsoever (whether in the form of the additional cost of remedial services or otherwise), will be limited to the order price.

(h) The Customer confirms and agrees that Mood Event Decoration is under no liability to it whatsoever for any indirect, incidental or consequential damages, loss, whether by the Customer or a third party making a claim on the Customer. The Customer undertakes to indemnify Mood Event Decoration in respect of any such claim by a third party through or against the Customer.

10. Assignment

(a) Mood Event Decoration may assign, transfer or sub-contract in whole or in part any of its rights or obligations under these terms and conditions.

(b) The Customer shall not assign, transfer, or sub-contract in whole or in part or any of its rights or obligations under these terms and conditions without the prior written consent of Mood Event Decoration.

(c) In the event that the Customer does assign, transfer or sub contract any rights or obligations under these terms and conditions to any person, firm or company, the Customer shall be liable for the acts, defaults and neglects of any subcontractor its servants, workforce and agents as if they were deemed to be the acts, defaults or neglect of the Customer.

11. Force majeure

Neither party shall be liable for failure to perform its obligations under if such failure resolves from circumstances beyond that party's reasonable control. If such circumstances continue for a continuous period of more than 10 working days, either party may terminate these terms and conditions by written notice to the other party.

12. Agency

These terms and conditions shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for herein.

13. Amendments

These terms and conditions may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised Officer or Representative of each of the parties.

14. Severance

If any provision of these terms and conditions is prohibited by Law or judged by a Court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed and rendered ineffective as far as possible without modifying the remaining provisions of these terms and conditions and shall not in any way affect any other circumstances of or the validity or enforcement of these terms and conditions.

15. Waiver

No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition shall either be or be deemed to be a waiver or in any way prejudice any right of that party under these terms and conditions. No right, power or remedy in these terms and conditions conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

16. Third parties

The parties hereby confirm their intent not to confer any rights in any third parties by virtue of these terms and conditions and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

17. Notices

(a) All notices required to be given under these terms and conditions shall be in writing and shall be deemed to have been duly served if hand delivered or sent by facsimile or by electronic mail within the United Kingdom by first class registered or recorded delivery post and outside the United Kingdom by registered by airmail post correctly addressed to the relevant parties address or at such other address as the other party may designate from time to time.

(b) Notices shall be deemed to have been duly given:-

(i) When delivered, if delivered by courier or other messenger including registered mail during normal business hours of the recipient; or

(ii) When sent, if transmitted by fax or email and a successful transmission report or return receipt is generated; or

(iii) On the fifth business day following the mailing, if mailed by ordinary mail, postage prepaid;

(iv) On the tenth business day following mailing, if mailed by airmail, postage prepaid, in each case addressed to the most recent address, email address or facsimile number notified to the other party.

18. Law

The construction, validity and performance of these terms and conditions shall be governed by the Law of Northern Ireland and the Client hereby submits to the exclusive jurisdiction of the Northern Ireland Courts.

19. General

In so far as Mood Event Decoration carries out any works for the Customer prior to receipt by Mood Event Decoration of acknowledgment of these terms, the works will be deemed to be done on the basis of the terms set out above.

