

## WILDESTYLE TERMS AND CONDITIONS

Sally Wilde is the owner of Wildestyle the ("Company"). We are based at Essira Willow Walk Shere Guildford Surrey GU5 9HY.

1. We specialize in providing faux floral arrangements and Trees ("Flowers") for weddings and other events for hire.
2. By accepting these terms and conditions you agree to be bound by them.
3. You agree to hire our Flowers and Trees subject to these terms and conditions.
4. Details of your order, including Price and the period of hire is stipulated in your quote which forms part of these terms and conditions. **By accepting your quote via email you agree to these terms** and are bound by all terms and conditions therein.
5. Payment Terms : Payments are made prior to the wedding or event and are made in GBP and paid by BACS transfer. Payments are taken in the following instalments: 30% of the price on booking, this is the non refundable booking fee to secure your date and must be paid within 10 days of receipt of your quotation. The remainder of the balance (or 70% of the total) is required 6 weeks prior to your wedding or event. Two weeks prior to your wedding or event a separate damage deposit will be payable.
6. You will receive an invoice for the damage deposit. The items will not be available for hire/install if this is not paid prior to the hire period. The Customer assumes complete responsibility for loss of or damage to the hire products (other than fair wear and tear) from the time the items are delivered to the venue/premises, until they are collected. The charge will be the cost of replacing the equipment with new stock. Your hire items will be checked upon collection. Should any loss or damage occur then this will be automatically deducted from your damage deposit and you will be notified of a breakdown of these costs. If the damage or loss is greater than the security deposit, you will be issued with an invoice for the remainder.
7. On payment of the booking fee there is a 14 day cooling off period where we will return the payment to you if you cancel your order. After this time the booking fee is non-refundable.
8. You can make changes to your order up to the point of six weeks in advance of the wedding or event. Significant changes to an order may change the quote you originally obtained. Once the invoice has been paid we are unable to offer any refunds for unwanted goods but can offer exchanges subject to stock. Items can be added on as long as they are in stock at any point.
9. We reserve the right to substitute an item for an alternative design i.e. if breakages, delayed returns, lost items have occurred as a result of a previous customer order. Any necessary substitutions will be communicated prior to your order being dispatched and you will be entitled to a full refund of these goods should you find these not suitable. We reserve the right to withdraw our acceptance of your order if the goods requested are not readily available to us and will refund in full any payment

you have made. Some degree of flexibility with regard to a creative licence is required for the final design and will be subject to the discretion of the stylist and the company will not be held liable for this in any regard.

10. Cancellation: The following cancellation charges will apply if you cancel your wedding or event. Within 60 days of your event 100% cancellation fee will be payable. 61 days - 120 days, 50% cancellation fee. 121 days plus - 0% cancellation fee less the 30 % non refundable booking fee.
11. Standard local delivery within a 15 mile radius of GU5 Postcode area is free of charge. Delivery outside of this area will incur a delivery charge at 40 pence per mile.
12. Delivery will be made by the date and time agreed between us. The Company shall install the Flowers at the venue for no extra charge. To facilitate Delivery you will arrange to provide all access and suitable working conditions to enable Delivery to be carried out safely and expeditiously.
13. The Flowers shall remain at all times the property of the Company and you shall have no right, title or interest in or to the Flowers (save the right to possession and use of the Flowers subject to the terms and conditions of this agreement).
15. We recommend that during the hire period you shall at your own expense ensure that the Flowers are covered by insurance to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident and to cover any third party or public liability risks of whatever nature and however arising.
16. You will ensure the Flowers are kept in a suitable and safe environment and only used for the purpose for which they have been designed. You shall make no alteration to them and not remove any existing components. You shall not remove the Flowers to a different location without our consent. You shall not do anything which would jeopardise our right, title or interest in the Flowers. You shall not permit the Flowers to be confiscated, seized or taken out of your possession or control under any distress, execution or other legal process and not use the Flowers for any illegal purpose.
17. You acknowledge that we shall not be responsible for any loss of or damage to the Flowers arising out of or in connection with any negligence, misuse, mishandling of the Flowers or otherwise caused by you and you undertake to indemnify us on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by you of these terms and conditions.
18. Nothing in these terms and conditions shall exclude or in any way limit either party's liability for death or personal injury caused by its own negligence and or either party's liability for fraud or fraudulent misrepresentation.
19. We shall not be held liable for delay in performing any of our obligations under these terms and conditions if such delay or failure results from events, circumstances or causes beyond our reasonable control.

20. We maintain a privacy policy, a copy of which is available on our website. We are committed to protecting your privacy. We will only use the information that we collect about you lawfully and in accordance with our privacy policy and all applicable data protection legislation including (but not limited to) the Data Protection Act 2018 and the General Data Protection Regulation (EU 2016/679). and any revised legislation. We collect information only to process your booking including payment authorisation with our banking services.
21. These terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).