

NOT
YOUR
AVERAGE
I/DO

NOT YOUR AVERAGE I DO
TERMS AND CONDITIONS OF CONTRACT

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'Not Your Average I Do' is a trading name of Not Your Average Do Ltd.

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OUR TERMS

1. These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods or services (including the hire of goods). The hire of goods is classed as providing a service to you. An 'inspiration consultation' is also classed as providing a service to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your Booking Form to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms (or require any changes), please contact us to discuss.
- 1.3 **The Contract.** These terms and conditions together with the Booking Form will form the contract between us. If there is any conflict between these terms and conditions and the Booking Form, the Booking Form will prevail.

2. Information about us and how to contact us

- 2.1 **Who we are.** We are NOT YOUR AVERAGE DO LIMITED a company registered in England and Wales. Our company registration number is 09489936 and our registered office is at 225 London Road Burgess Hill West Sussex RH15 9QU.
- 2.2 **How to contact us.** You can contact us by telephoning us at 01444 702 026 or by writing to us at kelly@notyouraverageido.com.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Booking Form.
- 2.4 **"Booking Form"** means your order form for products and includes your details and the details of what we will be providing to you. The Booking Form will set out whether you are purchasing goods or whether you are purchasing services such as the hire of goods or purchasing an 'inspiration consultation'.
- 2.5 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1 **How we will accept your Booking Form.** We will email you the Booking Form with details of what we are providing to you and the cost (this is not an offer). You will need to complete the Booking Form and send it back to us together with the deposit as set out in the Booking Form. This constitutes an offer from you to us. Our acceptance of your Booking Form will take place when we email you to confirm we have accepted it, at which point a contract will come into existence between you and us. If you wish to order further products then these terms and conditions will apply to each new Booking Form you complete with us and acceptance of the

new Booking Form will only take place when we email you to confirm that we have accepted it, at which point a new contract will come into existence between you and us in relation to those new products ordered.

- 3.2 **If we cannot accept your Booking Form.** If we are unable to accept your Booking Form, we will inform you of this, will not charge you for the product and will return any deposit paid. This might be, but is not limited to the product being out of stock, unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

4. **Our products**

- 4.1 **Products may vary slightly from their pictures.** The images of the products in our promotional materials and on our website are for illustrative purposes only. Although we have made every effort to ensure the colours are accurately represented there may be minor variations. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, some of our products are handmade and therefore all sizes, capacities, dimensions and measurements may differ insignificantly.

- 4.2 **Making sure the details you provide are accurate.** You are responsible for ensuring that any details that you provide to us in the Booking Form or in any correspondence (including but not limited to the timings of the event, the venue address, access information and contact details etc.) are correct. You can find information and tips in our frequently asked questions on our website or by contacting us for further clarification.

5. **Your rights to make changes**

If you wish to make a change to the Booking Form please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8, Your rights to end the contract).

6. **Our rights to make changes**

- 6.1 **Minor changes to the products.** We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and

(b) to implement minor technical adjustments and improvements to the products.

6.2 **More significant changes to the products and these terms.** In addition, as we informed you in the description of the product on our website, we may make changes to these terms or the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

7. Providing the products

7.1 **Delivery costs.** The costs of delivery (if any) will be as set out in the Booking Form. If the cost to us of delivery increases due to changes requested by you or the venue after the Booking Form has been accepted, for example if delivery is to be made outside the hours of 9am-6pm then there may be a further charge of £150 and we will notify you of this.

7.2 **When we will provide the products.** We will provide the products to you on the date(s) referred to in the Booking Form or if no date is set in the Booking Form at a mutually acceptable date to be agreed no less than 7 days before the event date.

7.2.1 **If the products are goods for purchase (i.e. fairy berry lights, bespoke items, signage, stationery etc.).** If the products are goods for purchase we will deliver them to you in accordance with the Booking Form.

7.2.2 **If the products are one-off services (hire).** We will begin the services on the date set out in the Booking Form, to be confirmed no less than 7 days before the event date. The period of hire is set out in the Booking Form unless extended by prior agreement between both of us.

7.2.3 **If you have purchased an inspiration consultation.** We will begin the services on the date set out in the Booking Form for the inspiration consultation, the date of the event is noted for information purposes only, and is by no means confirmation that we will be available to provide products to you on the event date until we confirm the Booking Form for the products. It is your responsibility to ensure that the inspiration consultation can take place on the date and at the venue referred to in the Booking Form or as agreed between us by email.

7.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable

for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

- 7.4 **Collection and/or return by you.** If you have asked to collect the products from our premises or to return products to our premises, you can collect/return them at a time to be agreed between us and confirmed by us in writing.
- 7.5 **If you are not at the delivery address/venue when the product is delivered.** If no one is available at the address provided for in the Booking Form to take delivery we will contact you to re-arrange delivery unless it is agreed between us that the products can be left at the delivery address/venue.
- 7.6 **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.
- 7.7 **Installation.** If installation is required, the cost of installation of the items hired will be included in the price as set out in the Booking Form. You must ensure that an authorised person is present at the delivery address/venue when delivery and installation occurs and that the venue is ready for installation in accordance with our instructions otherwise we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable install the products because the venue is not ready for installation or you or one of your other suppliers or the venue have not provided us with information or materials required to install the products we may end the contract and clause 10.2 will apply.
- 7.8 **If you or others do not allow us access to provide services.** You are responsible for ensuring that we have access to the venue referred to in the Booking Form when required. If you or a representative at the venue referred to in the Booking Form do not allow us access to perform the services as arranged we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to the venue referred to in the Booking Form we may end the contract and clause 10.2 will apply.
- 7.9 **If we cannot provide the services because of something at the venue.** If when we attend the venue to provide the services and the venue is not set up as agreed and we have to spend extra time moving things and the delivery and/or set up becomes protracted we may charge you additional costs incurred by us as a result.

- 7.10 **If we cannot get access to the venue on the date set out in the Booking Form for the inspiration consultation.** Then the cost of the inspiration consultation will be payable in full and if you require a rearranged inspiration consultation a further charge will be payable.
- 7.11 **When you become responsible for the goods.** You will be responsible for products that are hired to you or sold to you from the time we deliver the product to the address you gave us in the Booking Form or you collect it from us. Therefore you are responsible for the risk of loss, theft, damage or destruction of the products during the rental period and any further term during which the products are in your possession, at the venue or in the custody or control of you or anyone authorised by you (i.e. the venue or other suppliers).
- 7.12 **Insurance.** You will be responsible for maintaining insurance of the products hired to you to a value not less than its full replacement value comprehensively against all usual risks of loss, damage, destruction by fire, theft or accident. You will provide us with evidence of the insurance if we ask to see it.
- 7.13 **When you own goods.** All our products are for hire (except for fairy berry lights, bespoke items and stationary which you will own once we have received payment in full.) The Booking Form will make clear which products will be owned by you, however if the Booking Form does not state that you will own the products then the default position is that the products are for hire and shall be returned. This also applies to products that you deem disposable (for example paper lanterns), unless notified to you by us in writing. All products that are hired from us will remain at all times under our ownership and ownership will not transfer to you or anyone else at any time.
- 7.14 **What will happen if you do not give required information to us or provide what we need.** We may need certain information from you so that we can supply the products to you, for example, delivery instructions, the timings of the day, details about the venue, the guests, the lighting, the catering, other suppliers. We may also need suitable materials from others, facilities, access and suitable conditions to enable delivery and installation to be carried out properly. If so, this will have been asked for in the Booking Form or notified to you by email. If we have not asked for this information in the Booking Form we will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is

caused by you not giving us the information we need within a reasonable time of us asking for it.

7.15 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

7.15.1 deal with technical problems or make minor technical changes;

7.15.2 make changes to the product as requested by you or notified by us to you (see clause 6).

7.16 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product and this will mean that the products are not available for the date of the event referred to in the Booking Form then you may contact us to end the contract for that particular product and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.17 We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 12.6) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 12.8). As well as suspending the products we can also charge you interest on your overdue payments (see clause 12.7).

8. Your rights to end the contract

8.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have ordered, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

8.1.1 If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), *see clause 11*;

8.1.2 If you want to end the contract because of something we have done or have told you we are going to do, *see clause 8.2*;

8.1.3 If you have just changed your mind about the product, *see clause 8.3*. You may be able to get a refund if you are within the

cooling-off period, but this may be subject to deductions (and you will have to pay the costs of return of any goods);

8.1.4 **In all other cases (if we are not at fault and there is no right to change your mind), see (clause 8.6).**

8.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below, the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:

8.2.1 we have told you about an upcoming change to the product or these terms which you do not agree to (see *clause 6.2*);

8.2.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

8.2.3 there is a risk that supply of the products may be significantly delayed because of events outside our control;

8.2.4 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case the delay in supplying the products will cause them to be ready for collection or delivery after the date of the event as referred to in the Booking Form; or

8.2.5 you have a legal right to end the contract because of something we have done wrong.

8.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought off-premises you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

8.4.1 bespoke items, stationary, flowers, perishable and disposable products;

8.4.2 services, once these have been completed, even if the cancellation period is still running;

8.4.3 any products which become mixed inseparably with other items after their delivery;

8.4.4 any products that have been delivered and used.

8.5 How long do I have to change my mind? How long you have depends on what you have ordered and how it is delivered.

8.5.1 Have you bought services (for example, hire of products, inspiration consultation, event management, venue styling?) If so, you have 14 days after the day we email you to confirm we accept your Booking Form. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

8.5.2 Have you bought goods (for example, fairy berry lights)?, if so you have 14 days after the day you (or someone you nominate) receives the goods, **unless**:

- (a) The goods are disposable and have been used;
- (b) The goods are perishable;
- (c) The goods were produced especially for you and you will be keeping them (i.e. they are not for hire). It will be made clear on the Booking Form which items were produced for you especially (bespoke) and that you will be keeping.

8.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a legal right to change your mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have no right to change your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract depending on the date on which you end the contract, as compensation for the net costs we will incur as a result of your doing so. This may equate to 100% of the cost of the products if you change your mind with less than 4 weeks before the date of the event or the date we are providing the products if this is before the event date.

9. **How to end the contract with us (including if you have changed your mind)**
- 9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing the following:
- 9.1.1 **Phone or email.** Call us on 07766 656157 or email us at kelly@notyouraverageido.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- 9.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. Please call us on 07766 656157 or email us at kelly@notyouraverageido.com for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.
- 9.3 **When we will pay the costs of return.** We will pay the costs of return:
- 9.3.1 if the products are faulty or misdescribed;
- 9.3.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or
- 9.3.3 if you are exercising your right to change your mind.
- In all other circumstances you must pay the costs of return.
- 9.4 **What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery.
- 9.5 **How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 9.6 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

- 9.6.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- 9.6.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within (3-5) days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- 9.6.3 Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- 9.7 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:
- 9.7.1 If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us.
- 9.7.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.
- 10. Our rights to end the contract**
- 10.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:
- 10.1.1 you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due or before the date of the event as set out in the Booking Form (whichever is the earliest);
- 10.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;

- 10.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;
 - 10.1.4 you do not, within a reasonable time, allow us access to your premises or procure that we have access to the venue referred to in the Booking Form within working hours (9am-6pm) to supply the services; or
 - 10.1.5 the venue is not clear or if the venue is not set up as agreed in the Booking Form.
- 10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 or elsewhere in the contract where you have breached the contract we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract, as compensation for the net costs we will incur as a result of your breaking the contract. This may equate in some instances to the total cost of the products, dependant on the breach and when you breached the contract.
- 10.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know at least one week in advance of our stopping the supply of the product (unless we are unable to give you this much notice) and will refund any sums you have paid in advance for products which will not be provided.
11. **If there is a problem with the product**
- 11.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us immediately. You have an obligation to inspect the products and report any problems immediately, this includes where the products have been delivered to the venue referred to in the Booking Form. You can telephone us 07766 656157 or write to us at kelly@notyouraverageido.com.
 - 11.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **goods**, for example (bespoke signage), the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following:

- up to 30 days: if the item can be expected to last up to 30 days and your item is faulty, then you can get a refund.
- up to six months: if the item can be expected to last up to six months and your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.

If your product is **services**, for example (inspiration consultation, styling service or hire service), the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

11.3 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call us on customer services on 07766 656157 or email us on kelly@notyouraverageido.com to arrange collection.

12. Price and payment

12.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on your Booking Form. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 12.5 for what happens if we discover an error in the price of the product you order.

- 12.2 **Deposit.** The amount of the deposit required to be paid is set out below at 12.6.2 or in the Booking Form. The deposit is a deposit against default by you of payment of the rest of the price of the product. We may also ask you to pay a £100 damage deposit to secure against any damaged hired products. If there is any loss, damage or theft to the hired goods you authorise us by agreeing to these terms to keep this damage deposit to put against the full replacement value of the hired goods which are damaged, lost or stolen. If the amount of loss is less than £100 then we will return the remainder of the damage deposit but if the full replacement value or cost of repair is in excess of £100 we have the right to charge you the full replacement value or cost of repair in accordance with the replacement price list.
- 12.3 **Card Details.** We will take details of your credit or debit card upon acceptance of your Booking Form. These card details will be held in case there is any loss or damage caused to the hired goods. If there is any loss, damage, theft to the hired goods the cost of such will be notified to you and you will be liable for paying such loss within 7 days of invoice. The cost invoiced will be the full replacement value or the cost of repair whichever is the lower. The full replacement value of the products are set out in the attached replacement price list. By agreeing to these terms you authorise us to charge your credit or debit card with the full replacement value of the products as set out in the replacement price list if there is any loss, damage or theft of the hired goods.
- 12.4 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 12.5 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your Booking Form so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your Booking Form where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 12.6 **When you must pay and how you must pay.** We accept payment with paypal or credit or debit cards (which will incur a 5% surcharge), cash, cheque or BACS. When you must pay depends on what product you are buying:

- 12.6.1 For **goods**, you must pay for the products before we dispatch them.
- 12.6.2 For **services** (including hire but excluding inspiration consultations) you must make an advance payment of 50% of the price of the services, before we start providing them. This is payable upon acceptance of the Booking Form. We will invoice you for the balance of the price of the services 35 days in advance of the date of the event. The date of the event will be set out in the Booking Form. You must pay each invoice within 7 calendar days after the date of the invoice.
- 12.6.3 For **Inspiration consultations** you must pay for the service in advance before we provide the service. This is payable upon acceptance of the Booking Form.
- 12.7 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 12.8 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
13. **Our responsibility for loss or damage suffered by you**
- 13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 13.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 11.2 and for defective products under the Consumer Protection Act 1987.

- 13.3 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property or the venue referred to in the Booking Form caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property or the venue that we discover while providing the services.
- 13.4 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
14. **How we may use your personal information**
- 14.1 **How we will use your personal information.** We will use the personal information you provide to us:
- 14.1.1 to supply the products to you;
 - 14.1.2 to process payments for replacement or repair of products in the event of damage, loss or theft to the products;
 - 14.1.3 to process your payment for the products; and
 - 14.1.4 if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.
- 14.2 **We will only give your personal information to (other) third parties where the law either requires or allows us to do so.**
15. **Your responsibilities**
- 15.1 You must ensure that any hired goods are kept in a suitable environment and only used for the purposes for which they were designed and for the purpose of which they were hired to you as referred to in the Booking Form.
- 15.2 You must not do anything or permit anything to be done which will or may jeopardise our ownership in the hired goods.
- 15.3 You must not allow anyone else to have possession of the hired goods unless authorised by us and referred to in the Booking Form or later confirmed in writing by email.
- 15.4 You must not allow the hired goods to be confiscated, seized or taken out of your possession or control under any distress execution or legal process,

but if the hired goods are so confiscated, seized or taken you shall notify us and use your best endeavours to get a release of the hired goods and you agree to pay us on demand for all reasonable loss incurred as a result of such confiscation.

- 15.5 You must not use any of the hired goods for any unlawful purpose and only in accordance with the Booking Form and any instructions given to you or anyone authorised by you to accept instructions.
- 15.6 You must ensure that you provide us with information to enable us to carry out this contract in accordance with its terms.
- 15.7 You must take out adequate insurance if the value of your order in the Booking Form is in excess of £300.

16. Other important terms

- 16.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within 7 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.
- 16.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 16.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 16.4 **Conflict.** If there is a conflict between what is set out in the Booking Form and these terms and conditions then what is set out in the Booking Form will apply over these terms and conditions.
- 16.5 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these 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.
- 16.6 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a

later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

- 16.7 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

**Schedule 1
Model Cancellation Form**

(Complete and return this form only if you wish to withdraw from the contract)

To Not your average do Limited

I/We (*) hereby give notice that I/We (*) cancel my/our (*) contract of sale of the following goods (*)/for the supply of the following service (*),

Ordered on (*)/received on (*),

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

(*) Delete as appropriate