



# Cupid's Candy Cart MK

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## Cupid's Candy Cart MK

### CONTRACT TERMS AND CONDITION

#### **1** **Definitions**

"Company" means Cupid's Candy Cart MK, registered office in Deanshanger, Milton Keynes, MK19 6JL, including any of its trading divisions or subsidiaries.

"Customer" means any person, body of persons, firm or company (acting in its own right or through any employee or agent) with whom the Company enters into a contract with.

"Delivery" means the delivery of the Goods by the Company or its agent to the address specified by the Customer.

"Goods" means any Cupid's Candy Cart MK products hired to the Customer by the Company.

"Hire Contract" means any hire contract for Goods between the Company and the Customer.

"Installation" means the setting up/placing of the Goods on Site in accordance with the Customer's instructions and carried out at the Customer's request.

"Period of Hire" means the time commencing with the delivery or installation (as the case may be) of the goods on site and terminating when the goods are collected from the site by the company or its agent at the date agreed between the Company and the Customer.

"Site" means the place where the Goods are to be delivered or installed.

#### **2** **Quotations and Acceptance of Order**

2.1 A quotation by the Company does not constitute an offer and the Company reserves the right to withdraw or revise a quotation at any time prior to the Company's acceptance of the Customer's order. Unless otherwise stated all prices quoted shall be deemed to be withdrawn 60 days after the date of quotation.

2.2 The quantity of Goods required as stated in any quotation will be upheld by the Company.

2.3 The Company's acceptance of the Customer's order (including telephone and email orders) shall be effective, and the Hire Contract shall be deemed to come into existence, only when the stated deposit has been paid, at such time the date of hire will be secured. The order or hire contract will be deemed as accepted once both the Company and the Customer have a signed copy of the hire contract in their possession.



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2.4 No cancellation or variation of an order by the Customer shall be accepted unless approved in writing by the Company. Additional costs due to variations or additions made by the Customer and approved by the Company will be invoiced to the Customer upon receipt of the signed, amended hire contract. Cancellations of agreement result in the customer forfeiting the balance already paid.

## **3 Hire Contract & Prices**

3.1 Candy Carts are available to hire for a 3 hour period. Additional hours are charged at £40 per hour; this is to cover additional sweets. Additional hours must be agreed by the Company no later than 30 days before the hire date. Additional costs resulting from added hours will be invoiced to the Customer.

3.2 Wedding hire items (Post Boxes, Wishing Trees, Wishing Wells) are available to hire for a 3-hour period. Additional hours are charged at £15 per hour and must be agreed by the Company no later than 30 days before the hire date. Additional costs resulting from added hours will be invoiced to the Customer. The Cost of hire must be paid in full at the time of booking.

3.3 Ferris Wheels are available to hire for a 3-hour period. Additional hours are charged at £40 per hour; this is to cover additional sweets. Additional hours must be agreed by the Company no later than 30 days before the hire date. Additional costs resulting from added hours will be invoiced to the Customer.

3.4 Sweet Heart Stands are available to hire for a 3-hour period. Additional hours are charged at £40 per hour; this is to cover additional sweets. Additional hours must be agreed by the Company no later than 30 days before the hire date. Additional costs resulting from added hours will be invoiced to the Customer.

3.5 All items available for hire must be secured with a deposit; this amount will be available to the Customer on the Company website on the booking and pricing page. Candy Cart deposits are charged at £50. All other items must be paid for in full.

3.6 All prices shall be calculated and paid in Sterling.

3.7 All prices are quoted inclusive of VAT or other relevant taxes.

3.8 All rates, hire prices and discounts quoted to the Customer or published in the Company's catalogues, lists and other documents are subject to variation at any time prior to acceptance of the Customer's order by the Company.

3.9 Hire contracts held by both the Customer and the Company must have both sets of signatures present. Customers will be sent their contract by post and expected to sign and return to the company at the given address, unless signed by all parties at the consultation. If this is not done the Company will continue to seek the signature of the customer to complete the booking. The Company withholds the right to terminate the contract and retain



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any payments made by the Customer if an unsatisfactory response is met less than 60 days before the hire date.

## **4** **Payment of Hire Charges**

4.1 The full balance of the hire plus any damage fees must be paid, in full, no later than 30 days prior to the date of hire. The Company will send the Customer an invoice for the remaining hire costs, including any breakage fees, after the booking has been secured. Any payments made by the Customer will be deducted from the due balance. Where cash or cheque payments are made, a receipt is provided by the Company to the Customer.

4.2 Any amount due by the Customer to the Company under the Hire Contract shall be payable in full without any compensation, set-off or counterclaim.

4.3 If the Customer has a balance outstanding less than 30 days prior to the booking date, the Customer will cease to be entitled to the benefit of any discount applied.

4.4 If the Customer has failed to pay the balance due less than 20 days prior to the booking date, the Company reserves the right to withdraw the booking and retain any amounts paid by the Customer, to cover expenses, at which point the hire contract will become null and void.

4.5 The company will charge a fee of 45p per mile to travel outside of Milton Keynes. This is payable along with the total cost of hire, set out in the hire contract. If hire item is ordered through the company website, a separate invoice will be sent to the customer detailing the additional charges, once the location has been verified as outside of Milton Keynes.

## **5** **Customers Responsibilities**

5.1 The Customer shall generally be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving the Company any necessary information relating to the Site and the Structure within a sufficient time to enable the Company to perform the Hire Contract in accordance with its terms.

5.2 Where it has been confirmed by the Company in the order acceptance that the hire of the Goods includes their Delivery and Installation, it is the sole responsibility of the Customer to ensure that the specified Site is ready and prepared for the Delivery and (if requested by the Customer) Installation of the Goods at the precise date and time agreed. Any delay to the Delivery and/or Installation date and/or time shall entitle the Company to make a charge for waiting time at costs of £10 per hour; this charge may be deducted from the Customers breakage fee where the Company feel is necessary. In addition, the Company in such circumstances shall be entitled to make a claim for all reasonably foreseeable loss (including loss of profit) resulting from such delay.



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5.3 Any Installation of the Goods under whatever circumstances is entirely at the Customer's risk. All Installation work carried out by the Company is strictly based on the Information supplied by the Customer. The Company accepts no responsibility for either the Information provided or the Installation process based on the Information. It is the Customer's sole responsibility to ensure the Information provided is accurate and complete. Any Installation work may be sub-contracted by the Company.

5.4 The Customer shall be solely responsible for the security of the Goods both on and/or after Delivery and/or (if applicable) Installation. If Goods are lost or stolen between the time of Delivery or Installation (as the case may be) and the time the Structure is placed onto the Goods, the Company shall be entitled to charge the Customer for their full replacement value and additional Delivery and Installation costs.

5.5 The Customer must under no circumstances part with control of the Goods whether temporarily or permanently. If the Customer does so part with control, the Customer shall pay to the Company immediately on demand the full replacement value of such Goods (irrespective of whether or not such Goods are later retrieved by the Customer).

5.6 The Company accepts no liability for the ground conditions at the Site.

## **6 Accident, Injury and breakage**

6.1 The Company will not be deemed liable should any guests at the function have an allergic reaction to any sweets/cakes/biscuits provided by the Company. It is the Customers responsibility to inform the Company of any allergies so they may provide appropriate goods. It is also the responsibility of the Customer to inform guests of any goods which they may have a reaction to.

6.2 Children should be supervised at all times; the Company cannot be held responsible if a child chokes on any of the items provided at the event.

6.3 Glass jars are used to hold the sweets provided so Customers must be mindful of this when guests are using the Cart, the Company cannot be held responsible for any injury's caused by shattered/ chipped/ cracked glassware. The Company uphold responsibilities to ensuring all goods provided are oh good working order.

6.4 Cakes and Cupcakes may contain nuts, the Company provide Sweetie Trees which may also contain nuts. The Company is able to provide a list of ingredients for any item available for sale upon request.

6.5 A breakage fee of £75 is payable when hiring a Candy Cart, Ferris Wheel or Sweet Heart Stand. All other hired items have a £30 breakage deposit unless otherwise stated by the Company. This will be reminded to the Customer by the Company and agreed with the Customer before the hire contact is signed; all breakage fees are refunded within 7 days of the hire date assuming that no damage has been sustained during the hire period.



## **7 Delivery / Installation**

7.1 The Company agrees to deliver and/or install and/or collect the Goods by itself or through its agent, the Customer shall be liable to pay the Company's Delivery (if quoted), Installation and/or collection charges as set out in the Company's quotation and/or Hire Invoice.

7.2 Any receipt obtained by the Company from the Customer, or its employee or agent, accepting or taking delivery of the Goods (or such part thereof as is indicated by the receipt) shall be conclusive evidence of delivery in perfect condition by the Company.

7.3 It is the Customer's responsibility to be at the Site at the agreed Delivery and/or Installation date and time and to oversee Delivery and Installation unless they specify a representative to the Company. If the Customer or representative of the Customer fails to attend, the Customer hereby agrees to accept satisfactory Delivery and/or Installation by the Company. The Company in such circumstances accepts no responsibility for any loss or damage caused by Delivery delay or inadequate Installation and the Customer thereby forfeits the breakage deposit.

7.4 If the Customer venue refuses entry and to allow delivery of the Goods (or any part(s) thereof) on the due date, all monies paid by the Customer to date will be retained by the Company and the Company will terminate the contract, The Customer gives up all rights to any refund and or amendment to booking.

## **8 Goods Defective**

8.1 Any Goods hired by the Customer and considered to be damaged or defective by the Company will be reported to the as soon as discovered.

8.2 If an item becomes defective or is broken during the hire period, under no circumstances should the Customer proceed to remove or repair any items without the Company's prior written approval after the point of delivery/ installation. The Company or its agents shall have the right to investigate the complaint and examine the Goods and, if possible, to remedy any defect. Any breach of this condition will release the Company from any liability for Goods which are alleged not to conform to Hire Contract.

8.3 If the Company agrees with the Customer that the Goods are damaged or defective and that it is not possible to remedy any defect then the Company shall, at its sole option, replace the Goods with a similar alternative to the Customer accordingly.

8.4 The Company shall have no liability to the Customer in respect of damaged or defective



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Goods where;

(a) Damage has been sustained after delivery of the Goods to the Customer, in this instance the breakage fee paid by the Customer is retained by the Company.

(b) A receipt has been obtained by the Company, duly signed by the Customer or representative, confirming that the Goods have been delivered in a satisfactory condition.

## **9 Termination / Collection**

9.1 The Customer may terminate the Hire Contract by giving a minimum of sixty (60) days written notice of termination, prior to the hire date. The deposit amount paid by the Customer to the Company is non-refundable and is forfeited at the point of cancellation by the Customer. Any additional payments made by the Customer will be returned by the Company within 30 days of the acknowledged cancellation request. If the Customer terminates the contract less than 30 days before the hire date, the company shall be entitled to retain the cost value of any items purchased for the Customers hire; the Company shall provide proof of the costs to the Customer.

9.2 The Company shall be entitled to terminate the Hire Contract at any time and shall be entitled to repossess the Goods with immediate effect where the Customer is in breach of any of the terms of the Hire Contract.

9.3 If on collection any Goods are found to be damaged, the Customer agrees to forfeit the breakage deposit paid to the Company within the hire contact.

## **10 Ordering from 'Our Shop'**

10.1 All our Cakes and Cupcakes can be added to Cart packages or just ordered straight from the shop alternatively this can be arranged by phone or email to the Company.

10.2 All Cakes and Cupcakes can be personalised with customer's choice of decoration, flavourings, colour and lettering. Customers must ensure that they email or call the Company to provide the specific details as soon as the order has been placed.

10.3 Small Cakes and Cupcakes can be made delivered within 48 hours of your order. Large Cakes can take up to 72 hours. Cake Toppers can take up to 2 weeks to create. All personalisation requests must be emailed to the Company as soon as possible after placing the order. All orders must be received by midday to be started the same day. Any orders received after midday will not be started until the following day.

10.4 All trees take 3 to 5 days to create and are made to order.

10.5 All Word Mosaics, Prints, Photo Luminaries and Glassware take 48 hours to create from scratch, as long as the customer has provided all of the appropriate information needed to



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personalise the order. In the event that the Company require further information, the order will be held until the Company has obtained the required information from the Customer.

10.6 Cakes & Cupcakes & Cake Toppers cannot be posted; the company will deliver in the Milton Keynes area only. Any orders received outside of the Milton Keynes area will be cancelled and refunded, unless agreed with the Company prior to the Customer placing the order.

10.7 All glassware available on the website is sold as decorative use only, should the Customer wish to disregard the advice and use the glasses, the customer should hand wash the glasses. The Company will not be held liable for any personal injury or illness experienced by the Customer due to use of the glassware.

## **11** **Promotions and discounts**

11.1 The Company may offer promotions from time to time; the discount or additional items will be included within the hire contract. The Company will refer to all discounts, special offers as a promotion.

11.2 The Company may run more than one offer at the same time; the Customer is entitled to select one of the offers to be applied to their booking, only one promotion on hire items can be applied per booking.

11.3 Because hire times for products are different, Customers will be limited to the hire times valid for the main product, i.e. Candy Carts, hire times will prevail, even where the "free" item has a longer hire period set as standard. If the Customer wishes to extend the prevailing hire times, the Customer will be charged accordingly as quoted by the Company.

## **12** **Title**

12.1 The Goods remain the sole property of the Company at all times. Legal and beneficial ownership and title in and to the Goods remains with the Company at all times.

12.2 The Customer is not entitled to move the Goods from the location to another site without first obtaining the written approval of the Company. Any breach of this obligation shall constitute a fundamental breach and in such instances the Company shall be entitled to retain the refundable breakage fee paid by the Customer.

## **13** **Copy write**

13.1 The description, illustrations and images of the Goods given to the Customer, or contained in the Company's catalogues, brochures, price list and/or any other advertising materials, are not to be re-sold or re-used. Anyone found to have breached the terms and conditions will be prosecuted under copy write laws.



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## **14** **Terms and Conditions to Prevail**

14.1 All Contracts between the Company and the Customer, whether made orally or in writing, are subject to these terms and conditions which shall be deemed to be incorporated into any contract or transaction between the Company and all or any of its Customers.

14.2 These terms and conditions shall supersede all prior understandings, and shall constitute the whole agreement, between the Company and the Customer and shall not be modified or varied unless specifically accepted by the Company in writing.

14.3 In the event of any conflict between these terms and conditions and any other terms and conditions, whether express or implied, incorporated or referred to in any communication from the Customer then these terms and conditions shall prevail and the Customer's terms and conditions shall be excluded in whole from the Contract.

## **15** **Acceptance of Terms**

15.1 By placing an order for any goods or services from the Company, the Customer is acknowledging that they have read and agreed to the company terms and conditions. The Company shall require a signed booking form from you agreeing to these terms when placing an order.

## **16** **General**

16.1 The Company may in its absolute discretion but the Customer shall under no circumstances be entitled to assign or transfer, in whole or in part, the benefit or burden of the Hire Contract without prior written consent.

16.2 The rights and remedies of the Company set out in these conditions shall be in addition, and without prejudice, to any other rights and remedies which may be available to the Company at common law or under statute.

## **17** **Governing Law**

17.1 These terms and conditions shall be governed by and construed in accordance with the Law of England and the parties hereto hereby choose and submit to the express and exclusive jurisdiction of the English courts.