

1. CONSTRUCTION OF CONTRACT

1.1. These conditions shall apply to all contracts entered into by The Christmas Decorators Limited or any of its regional franchised operators (hereinafter called "the Company") for the supply of goods and/or services by the Company. The Company contracts upon these terms of these conditions only and any printed or other standard terms emanating from the Client shall not be modified without the written agreement of the Company and in order that the contract be a complete statement of the agreement between the parties with regard to the supply of goods and services by the Company, the Client must ensure that any representation or instruction on which it wishes to rely has been accepted by the Company in writing. With there existing several regional franchises of The Christmas Decorators, the Clients contract is with the regional operation stated on their proposal, quotation, letter head, email or otherwise. All communication should be made with the regional office and contact person as stated on all communications.

1.2. In these conditions the expressions "the Client" wherever used throughout these conditions shall mean the Client whose name and address appears on the proposal or offered verbal acceptance of a proposal and/or the person/firm or company with whom the Company has contracted for the supply of goods and/or services by the Company.

2. ACCEPTANCE OF ORDERS

2.1. Orders signed by the Client or verbally accepted by the Company shall constitute an irrevocable offer by the Client to purchase or rent goods and services specified in the order or proposal, which may be accepted by the Company within 10 days of receipt. The Company shall be under no obligation whatsoever to accept such an offer, and if not so accepted by the Company the Client's offer shall, unless otherwise agreed in writing by the Company, lapse.

2.2. The Company shall not be bound until the Client's order has been accepted by the Company, acceptance being signified by an Order Acknowledgement by the Company by verbal communication, electronic formal or in writing, subsequent to the signature or verbal acceptance of the order by the Client.

2.3. Any representations made by the Company's agents, representatives or employees are binding only when confirmed by an order acknowledgement, and only to the extent of the contents within the acknowledgement.

2.4. The Client is not entitled to cancel the order once it has been accepted by the Company.

2.5. For Rental Contract Installations, the order exists for the duration as agreed and shown on the proposal or acknowledgement. Cancellation of this order will result in payment due from the Client for the subsequent yearly payments as originally agreed by the Client.

3. PRICE VALUATION

3.1. Prices quoted are based on the Company's price structure. These prices may change from time to time in reflection of underlying production, sourcing costs and where appropriate, labour costs. Prices relating to a specific order / proposal will not be varied once the order has been accepted.

4. TAXATION

4.1. All proposals and/or quotations, unless specifically otherwise provided, are exclusive of Value Added Tax and any other statutory charges as may be appropriate and in force.

5. INSTALLATION

5.1. Any time for performance of all the Company's obligations under the contract shall be reckoned from the date upon which the Company receives all necessary information and documentation to enable it to proceed with the installation of goods without interruption.

5.2. Any date for installation specified in respect of goods and services sold or to be sold or to be rented by the Company shall be treated as an estimate only and such installation is not a term of the contract, and it is specifically hereby agreed that time for installation is not of the essence. The Company shall not, in any circumstances howsoever arising, whether as a result of its own negligence or otherwise, be under any liability to the Client for any failure to install by or on any specific date.

5.3. Any installation time specified shall be extended by any period or periods during which the delivery or installation of the goods or other work by the Company in connection with the contract, is delayed due to weather conditions, fire, explosion, flood, storm, tempest, sabotage, strikes official and unofficial, riot, invasion, acts of war, civil commotion, accidents, plant breakdown, technical difficulty, seizure, or other action by or in compliance with an order of an apparent competent authority and any other event or circumstances beyond the control of the Company. Notwithstanding such delays, the Client shall take and pay for at the rate of the contract price such of the services and goods as shall be tendered by the Company and be ready for installation.

5.4. Upon installation of the goods upon the Clients premises, the insurable interest in goods specified in the Company's Proposal, shall rest with the Company.

5.5. If the Client establishes to the Company's reasonable satisfaction that the goods are not in accordance with the contract, or are defective by reason of faulty material or workmanship, the Company, at its option, will either repair or replace the goods (or the defective part thereof). The Company shall have no liability or responsibility in respect of damaged or defective goods where such damage or defect is caused by misuse of the goods (including failure to follow recommended advice as to cleaning) or due to a fault which is not a manufacturing or installation defect.

5.6. It is the sole responsibility of the Company to supply the goods as described on the proposal. If for any such reason any element cannot be met, the Company will inform the Client at the earliest possible time.

5.7. The Client must sign a Completion Form once the services and goods have been installed on the Client's property.

5.8. The Company will aim to install its products and services with minimal impact as possible on the Client's property. The Client accepts that it may be necessary for fixings such as screws, nails and fasteners to be used to attach products to the property.

6. TAKE DOWN/DE-RIG

6.1. Any time for performance of all the Company's obligations under the contract shall be reckoned from the date upon which the Company receives all necessary information and documentation to enable it to proceed with the take down and storage of goods without interruption.

6.2. Any date for take down specified in respect of goods and services sold or to be sold or rented by the Company shall be treated as an estimate only and such take down service is not a term of the contract, and it is specifically hereby agreed that time for take down is not of the essence. The Company shall not, in any circumstances howsoever arising, whether as a result of its own negligence or otherwise, be under any liability to the Client for any failure to take down by or on any date.

6.3. Any take down time specified shall be extended by any period or periods during which the delivery or take down of the goods or other work by the Company in connection with the contract, is delayed due to fire, explosion, flood, storm, tempest, sabotage, strikes official and unofficial, riot, invasion, acts of war, civil commotion, accidents, plant breakdown, technical difficulty, seizure, or other action by or in compliance with an order of an apparently competent authority and any other event or circumstances beyond the control of the Company. Notwithstanding such delays, the Client shall take and pay for at the rate of the contract price such of the services and goods as shall be tendered by the Company and be ready for take down.

6.4. Upon take down of the goods upon the Clients premises, the insurable interest in goods specified in the Company's Proposal, shall rest with the Company.

6.5. The Client must sign a Completion Form once the services and goods have been taken down from the Client's property.

6.6. Unless previously agreed and confirmed in writing by the Company, the Company will not be responsible for making good any minor damage or visible evidence of the installation providing it has been carried out in accordance with the method statement produced by the Company and/or the client's requirements or instructions.

7. PROPERTY AND RISK

7.1. The risk (but not the title) in the goods shall pass to the Client at the time the goods are installed on the Client's premises, the title to the goods shall pass to the client when payment in full has been received by the Company (Purchase Plan Contract only). For rental Plan Contracts, the title (but not the risk whilst the goods are in situ) in the goods shall remain with the Company at all times.

7.2. All goods, the property in which has not passed to the Client, shall be kept insured by the Client for no less than the invoice value of such goods, and any proceeds of any insurance claims in relation to the goods covered by the insurance policy shall be held on trust for the Company.

7.3. Goods supplied by the Company shall remain the property of the Company until Payment in full of all monies owing by the Client to the Company (EITHER in respect of these goods and services OR in respect of all goods and services previously supplied by the Company to the Client) has been made, and until such time the Client shall hold the goods as bailed for the Company, and shall keep the goods separate from those of the Client and third parties, and properly stored, protected and identified as the Company's property, and the right of the Client to possession of the goods shall cease if, it being a company does anything or fails to do anything which will enable a receiver to take possession of any assets or which will entitle any person to present a petition for winding up, or if execution or other due process is levied upon the goods and if, being an individual, a petition for bankruptcy is made against the Client or the Client enters into or proposes to enter into an Individual Voluntary Arrangement or Company Voluntary Arrangement pursuant to the Insolvency Act, 1986.

7.4. Notwithstanding that the property in any goods has not passed to the Client, the Company shall be entitled to sue the Client for the price of such goods if not paid on the due date.

7.5. The Company shall be entitled at any time to repossess goods which remain the property of the Company and the Client hereby grants to the Company, its agents and servants a licence to enter upon any premises where such goods are stored for the time being for the purpose of repossessing the same and agrees to give the Company such assistance as the Company may require for such purposes.

7.6. The Company shall be entitled to require the goods be stored separately or clearly marked so as to identify them as the Company's property.

8. PAYMENT

8.1. The Contract price is to be paid upon complete of the installation of the goods. In exceptional circumstances, the Client may be granted to pay within 30 days of the Company rendering to the Client an invoice, or within 30 days of the date of installation of the goods, whichever shall be the sooner. Payment shall be made to the Company and the Company's official receipt shall be the only acknowledged discharge of the debt. The Customer shall not be entitled to withhold payment of any amount due to the Company by reason of any payment credit set off counterclaim allegation of incorrect or defective goods or work or for any other reason whatsoever which the Company may allege excuses it from performing its obligations under the contract. Interest shall accrue on any amount that remains outstanding after the period of 30 days of invoice at a rate equivalent to 4% per annum above the base rate of HSBC Plc from time to time.

8.2. Settlement discounts in the Client's favour are expressly disallowed unless specifically agreed to by both parties in writing.

8.3. Payment can be made by Cheque, Cash, Bank Transfer or Credit Card.

9. THE COMPANY'S LIABILITY

9.1. The Company's liability in respect of the Contract shall be limited to the Contract price for the particular goods and services to be supplied in respect of which the liability arises. In no circumstances whatsoever the Company shall be liable for damages to the Client for any loss, consequential loss, loss of anticipated savings or profits or damage or loss of anticipated profits of any third party claiming against the Client. The Company shall be entitled without any liability of whatsoever nature, to cancel any contract with the Client at any time should the Company obtain a credit reference in respect of the Client which, in the opinion of the Company, in its sole, absolute, and unfettered discretion it regards as an unacceptable credit reference. Following such cancellation, the Company shall be entitled to payment for all goods and services delivered by the Company to the date of such cancellation. Save as expressly provided, all warranties and conditions relating to the quality, fitness for purpose or compliance with description (whether implied by statute or otherwise) are hereby excluded to the extent permitted by law PROVIDED THAT nothing in these conditions shall restrict or exclude liability for death or personal injury caused by negligence of the Company.

10. CANCELLATIONS

10.1. The Client shall be in breach of any of these terms and conditions; or

10.2. The Client (being a company) has a Winding-Up Petition presented against it or becomes the subject of an application to the Court for an Administration Order or has appointed an Administrative Receiver or Liquidator or proposes an arrangement with its creditors pursuant to the Insolvency Act 1986; or

10.3. The Client (being an individual) appears to be unable to pay or to have any reasonable prospect of being able to pay his or her debts or has a Bankruptcy Petition presented against him or her or is the subject of a Statutory Demand for any of his or her debts or if execution or other process is issued in respect of any of his or her debts on a Judgement or Order of any Court or proposes an arrangement with his or her creditors pursuant to the Insolvency Act 1986.

10.4. Then in any of such events the Company shall be entitled forthwith, at it's discretion, to determine the contract in whole or in part and all costs, expenses, overheads and loss of profits incurred by the Company in connection with the contract shall forthwith become payable as a debt due from the Client to the Company.

10.5. In the event of the Company determining the contract in accordance with Condition 9.1 above any goods and services supplied by or belonging to the Company which are in the possession of the Client shall forthwith be delivered by the Client to the Company and the provisions of Condition 6.6 (licence for the Company to enter premises and remove goods) shall apply.

10.6. For Rental Contract Installations, the order exists for the duration as agreed period and shown on the any acceptance of proposal. Cancellation of this order will result in payment due from the Client for the subsequent yearly payments as originally agreed by the Client. A cancellation for subsequent year may be accepted by The Company if the Client is dissatisfied with the products and/or services only if stated in writing at time of installation or within 48 hours.

11. INTELLECTUAL PROPERTY RIGHTS AND SERVICES

The Company or its suppliers own all copyright, design and registered design rights, trade mark and other intellectual property rights in the Goods and in Bespoke Goods. The Customer shall not register any intellectual property right or claim any such right in the Goods or the Bespoke Goods and shall keep any rights notice of the Company, or its suppliers, on the Goods or Bespoke Goods and notify the Company if it discovers any infringement of such rights by a third party. In particular, the Customer acknowledges that it has no right or licence by virtue of having purchased the Goods or Bespoke Goods or otherwise, itself to manufacture the Goods or Bespoke Goods. It shall ensure its employees, agents, customers and contractors are aware of the Company's and the Company's suppliers such intellectual property rights. Where the Customer requests specific modifications or additions, the Customer shall ensure the Company is given all information it requires to make such modifications. The Company has the right to refuse modifications if it feels these are unsafe or dangerous in anyway. Any manufacturing data, product or other confidential or commercial information supplied by the Company to the Customer, whether marked as confidential or not, shall be held in strict confidence by the Customer and only used for the purposes for which it was supplied.

12. MAINTENANCE & CALL OUTS

The Company will respond to call outs at its own expense (rental plan contracts) within 72 hours of being notified of faults to attend to any faults that are as a result of defective product/s or installation. In the case of purchase plan contracts. The Company will respond within 72 hours to call outs at its own expense where the faults are due to defective product that is less than one year old, or where the fault is due to defective installation. Where any faults that require attendance by the Company are due to any other cause howsoever, the Company reserves the right to charge for time and travel expenses in accordance with their schedule of charges applicable at that time.

13. SEVERE ADVERSE WEATHER AND STORM DAMAGE

All outdoor installations carried out by the Company are designed to withstand normal UK winter weather conditions and once the installation has been practically and satisfactorily installed, the Company cannot be held responsible for any damage resulting from severe adverse weather or storms of a Freakish nature and the Company reserves the right to charge for time and travel expenses for attending to call outs arising as a result.

14. INTERFERENCE WITH THE PROPERTY AND INSTALLATION

The Company reserves the right to charge for time and travel expenses for all call outs that are due to interference with the property or installation by any person or contractor unless they have been authorised by the Company in writing.

15. OTHER

Any provision hereof, which is or may be void or unenforceable, shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision hereof.

16. LAW & JURISDICTION

This Contract and all matters to be determined in accordance with this Contract shall be construed in accordance with the laws of England and the parties hereto agree to submit to the non-exclusive jurisdiction of the English Courts provided always that (in the event that the Client resides or carries on business in a jurisdiction other than England and Wales) the Company shall be entitled to bring proceedings at its discretion against the Customer in the courts of any such foreign jurisdiction.