

## Velvet Living Ltd & Velvet Entertainment Terms & Conditions

- 1. Definitions.** In these terms and conditions, 'The Company' refers to Velvet Living Ltd & Velvet Entertainment. 'The Client' means the person, firm or company making the Booking, and 'the Booking' or 'Hire' means the event or function to be serviced by The Company. 'The Quotation' means The Company's Quotation of price based on the estimated number of Stock items that are ordered. 'Stock' or 'Artist' refers to any item that is subject to the contract between The Company and the Client, regardless of ownership.
- 2. Confirmations.** All orders must be confirmed in writing by email or letter by The Client. The Client's signature or email confirmation will confirm acceptance both, of The Quotation and of these Terms and Conditions. For any payment received in part or in full for any Booking, it will be deemed to mean full acceptance of these terms and conditions.
- 3. Deposit for The Booking.** The Company will ask for a minimum of 50% deposit of the total Booking value, and where sub-contractors are employed, The Company may ask for up to 100% payment of The Booking value unless otherwise agreed in writing. Full payment is required prior to the date of the Booking. Should payment be delayed, The Company takes no responsibility for the late delivery of Stock items due to late payment, in this instance 100% of The Booking fee will still be due.
- 4. Security Deposit.** A refundable security or damage deposit may be required to secure The Booking. Should any damages occur whilst the Stock is on site, the refundable deposit less the replacement cost of the damaged or lost Stock will be returned by cheque or bank transfer after the Stock has been checked by authorised staff at The Company's premises. Where the security deposit is less than the value of the repair or replacement cost, The Client is liable for any additional cost. All Hires that are collected and returned directly to The Company's warehouse by The Client will require a security deposit.
- 5. VAT.** Vat at the current rate is payable on all charges.
- 6. Third party arrangements.** When the Booking is arranged on behalf of The Client, by a third party, written agreement from The Client of acceptance to pay the deposit and final invoice must be provided to The Company before The Booking is confirmed.
- 7. Cancellation.** If a Booking is cancelled after confirmation by The Client, any liability to sub contractors and other such costs or expenses incurred by The Company on behalf of The Client will be charged to The Client. Payment will be payable in accordance to the list of charges specified in Schedule 1 (supplied upon request). All cancellations made within 14 days prior to the start of the Hire date will be charged at 25% of the full hire cost. Within 7 days to the start of the Hire date will be charged at 50% of the full hire cost and any cancellations made within 72 hours before the Hire start date will be charged at 100% of the full hire cost. Upon confirmation on Bookings to be carried out during the months of June, September and December, 25% of The Booking value will be non-refundable in the event of a cancellation within 30 days of the Hire date. Velvet Living Ltd reserves the right to use their discretion on a case by case basis.
- 8. Variations.** Where a Stock item or Artist on The Booking becomes unavailable, any alteration will be notified to the client and, if possible, a suitable alternative will be suggested.
- 9. Loss or Damage of Stock.** The Client is wholly responsible for all Stock from the time of delivery to the venue until it is collected from the venue and should be insured accordingly against such risk. If the equipment is used or stored outdoors, The Client is fully responsible for damage caused by the weather or any other associated hazard. Any breakage, loss or damage beyond reasonable wear and tear, however caused will be charged to the Client at the full repair or replacement cost in addition to the Hire costs and any subsequent hire period where loss of revenue has occurred due to the stock not being available for upcoming Bookings. Note that this includes but is not limited to, pen or ink marks, dark denim wash dye stains, confetti staining, burns, scorches, rips, candle wax, soil staining and drink stains. In the instance where tape or vinyl decals have been left on The Company's Stock, a cleaning fee

of £20ph will be charged. The Company shall not be liable for any indirect or consequential loss suffered by the Client however caused, as a result of any negligence, breach of contract, or misrepresentation.

10. Cleaning: The Stock should only be cleaned by a product supplied by The Company. Any damage caused by The Client's own product will be charged.

11. The Client will be responsible for and will indemnify The Company fully against all claims, costs (including legal costs), loss, damage or liability arising due to acts of neglect (including the misuse of drugs & alcohol) or default of the Client or of any person for whom the Client is responsible.

12. Force Majeure. No liability is accepted for failure of performance including but not limited to strike, lockout, accidents, fire, floods, ice and snow, obstruction, legislation, sickness or other such events beyond the control of The Company

13. Delivery and collection. It is assumed that deliveries are from hard standing ground, adjacent to main door, ground level entrance, unless pre-arranged. The Company requires unimpeded access to the site for delivery, install, breakdown and collection including parking and loading/unloading facilities. It is the responsibility of The Client to clearly communicate all aspects of the delivery and collection, including but not limited to, steps or stairs, lifts/lift sizes and installation times. An additional charge will be imposed in respect of waiting time should the driver and crew be unduly delayed or detained while attempting to carry out a delivery or collection. Any delay of more than 30 minutes will be charge at £50ph for each van and £20ph per crew member on site. Should The Company's staff members be delayed due to any of the reasons above, The Company will not be held responsible for late setup or any delay to the event as a result.

14. Loss or damage of Client Property. The Company shall not be liable for any loss or damage or injury arising from any cause beyond its reasonable control.

15. Law of the contract. The contract which incorporates these terms and conditions shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

16. Complaints. Any complaints regarding the quality of Stock or delivery/collection issues must be made verbally within 24 hours of the Hire and followed up in writing not more than 48 hours after the Hire has ended. Thereafter it shall be deemed to be unjustified. The Client must allow The Company to inspect, repair or replace the Stock items upon reasonable notice at any time.

17. Client's property. No liability is accepted for the Client's property whilst stored or transported by The Company The Client should insure their property themselves if they deem this to be necessary.

18. Parking tickets & fees. Should any of The Company's on-site vehicles incur a parking ticket or any other fees due to the venue providing insufficient areas for loading/unloading, the cost will be passed on to The Client. In this instance we will provide a copy of the ticket(s).

19. Slight damage waiver. A non-refundable slight damage waiver of 3% will be charged on all Bookings. This covers cleaning and general wear and tear. This does not cover any missing or damaged furniture; in this event, the Client is liable for the repair or replacement cost where necessary.

20. Alterations to the terms & conditions. These terms and conditions can only be changed by The Company and requires the written approval of a director of the company. An admin fee will be charged for any changes made and/or costs incurred. These terms and conditions govern the hire of The Company Stock to the exclusion of any other oral or written agreement.

21. Stock items will remain under the ownership of The Company at all times.
22. The Company does not accept any responsibility for any damage or injury to Stock, persons or The Clients property due to misuse of its hire Stock.
23. Expenses. Travel expenses may be charged for Artists, Technicians & The Company staff in respect of all travel for both meetings and jobs alike. It is up to the discretion of The Company to specify any travel charges in writing or in the Quotation within a reasonable notice period prior to The Booking.
24. Rights. The Company reserves the right to alter any of its Artists or Stock specified with equivalent alternatives without penalty subject to the reasonable approval of the Client.
25. Power Supplies. The Company will accept no responsibility for the loss of power on any of its jobs. It is the responsibility of the client to ensure that there is sufficient power available at the venue before the arrival of The Company, unless generators and power distribution are supplied by The Company.
26. Validity of Quotation. Every Quotation is valid for 14 days from the date sent, except when the quotation date is within 28 days of the Booking date; in this case validation is at the discretion of The Company. The Company reserves the right to charge additional fees relative to additional costs for bookings confirmed within 21 days of the Booking start date. These fees will be quoted at the point of confirmation.
27. Hospitality. At a minimum, the client must provide light refreshments and beverages for The Company's Artists booked for an event where they are required to be onsite for less than 4 hours. A hot meal or meal allowance of up to £25 per person must be provided for all crew and Artists when they are required to be on-site for over 4 hours and in cases where they are on site for over 8 hours during the day, lunch AND hot evening meal are required or subsistence allowance of £45 per person will be required. When the booking is further than 60 miles from London or finishes after midnight, the client is required to provide bed and breakfast accommodation subject to prior agreement with The Company.
28. Changes and Delays on day of The Booking. The Company will endeavour to accommodate any changes to the confirmation requested by the client prior to The Booking. If The Client makes any changes on the day of the booking, The Company is required to be informed immediately. Any changes may be subject to additional fees, to be paid directly to The Company. The Company reserves the right to refuse a later finish than the confirmed finish time without penalty.
39. Re-booking. The client must negotiate all further Bookings of any Artists or service providers via The Company and not directly via the Artist or service provider from the date of confirmation until 18 months after The Booking date.
30. Data & Privacy. All clients will be added to the The Company's mailing list and we will update you from time to time with news on The Company. The client reserves the right to unsubscribe at any time.