

---

## OH SO CURIOUS TERMS OF HIRE

---

### BACKGROUND:

These Terms and Conditions are the standard terms that apply:

- A. to the hire of props and decorations by Oh So Curious, a Sole Trader whose registered address and main trading address is 63 Ffordd Y Draen, Coity, Bridgend, CF35 6BF.
- B. where You are hiring props and decorations as a “Consumer” as defined in Clause 1 of these Terms and Conditions.

### 1. Definitions and Interpretation

- 1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“ <b>Business</b> ”	means any business, trade, craft, or profession carried on by You or any other person/organisation;
“ <b>Calendar Day</b> ”	means any day of the year;
“ <b>Consumer</b> ”	means a “Consumer” as defined by the Consumer Rights Act 2015, that is to say an individual who hires wedding props and decorations for his/her personal use and for purposes wholly or mainly outside the purposes of any Business;
“ <b>Contract</b> ”	means the contract for the hire of props and decorations by You from Us, as explained in Clause 3;
“ <b>Booking Fee</b> ”	means the sum payable at the time of Your Order that is required to secure your Order;
“ <b>Wedding Props and Decorations</b> ”	means the product supplied by Us and hired by You subject to these Terms and Conditions;
“ <b>Hire Period</b> ”	means the period for which You will hire the props and decorations;
“ <b>Month</b> ”	means a calendar month;
“ <b>Price</b> ”	means the total price payable for the hire of the props and decorations;
“ <b>Order</b> ”	means Your order for the props and decorations;
“ <b>Order Confirmation</b> ”	means Our acceptance and confirmation of Your Order as described in Clause 3;
“ <b>We/Us/Our</b> ”	means Oh So Curious a Sole Trader whose registered address and main trading address is 63 Ffordd Y Draen, Coity, Bridgend, CF35 6BF.
“ <b>You</b> ”	means you, the hirer of the props and decorations.

- 2. Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message, or other means.

3. Each reference the singular number shall include the plural and vice versa where appropriate.

## **2. Information About Us**

1. Oh So Curious is a Sole Trader, whose registered address and main trading address is 63 Ffordd Y Draen, Coity, Bridgend, CF35 6BF.

## **3. The Contract**

1. These Terms and Conditions govern the hire of props and decorations from Us and will form the basis of the Contract between Us and You. Before completing Your Order, please ensure that You have read these Terms and Conditions carefully. If You are unsure about any part of these Terms and Conditions, please ask Us for clarification.
2. Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.
3. A legally binding contract between Us and You will be created upon Our acceptance of Your Order, indicated by Our Order Confirmation, and Your payment of the Booking Fee. Order Confirmations will be provided in writing once the booking fee is received.

## **4. Props and Decorations Details**

1. We use all reasonable endeavours to ensure that our props and decorations are regularly maintained, checked and repaired/or replaced as necessary.
2. Please be aware that many of our props and decorations are vintage items that may have existing wear and tear, adding to their character.

## **5. Your Order and Rules of Hire**

1. When making Your Order, You will be required to supply the following information:
  1. Your name, address, email address and telephone number;
  2. Contact details for your venue;
  3. Your required dates of hire;
2. The following rules apply to Your hire and use of the props and decorations:
  1. All props and decorations remain the property of Oh So Curious and You agree not to sell, offer to sell, assign charge, lend, hire or otherwise deal with the items unless otherwise agreed with Us;

## **6. Hire Period**

1. The agreed Hire Period shall be confirmed in Our Order Confirmation.
2. Unless it is expressly stated otherwise, the usual Hire Period runs over 3 days.
3. The Hire Period may be flexible by discussing with Us via email or phone prior to your event.

## **7. Fees and Payment**

1. When placing Your Order, You will be required to pay a Booking Fee. For order values of £250 or more the Booking Fee required is 20% of the final balance. For any order values under £250 the Booking Fee required is £50. We will outline replacement costs of the hired items on your quote. If any hire items are not returned, lost, stolen or damaged during the hire period you will be contacted and invoiced for those items. Payment should be made to Us within 14 days.
2. The Price for the props and decorations will be that shown in Our Hire Library (at [www.ohsocurious.co.uk](http://www.ohsocurious.co.uk)) current at the time of Your Order.
3. There is a minimum spend of £250 if You would like to collect and return the hired props and decorations from 63 Ffordd Y Draen, Coity, Bridgend, CF35 6BF.
4. There is a minimum spend of £250 if You require the hired props and decorations delivered to and collected from your venue.
5. We may, from time to time, offer special prices, discounts and other promotional

offers. Any such special prices will be valid only for the period advertised. Orders placed during such a period will be accepted at the special price even if We do not accept the Order until after the period has expired.

6. If you require delivery or collection of the hired props and decorations, this is charged at 70p per mile from CF35 6BF.
7. The balance of the Price and any delivery costs if relevant (i.e. the full payment) should be paid by BACs payment one month before the start of the Hire Period.

## **8. Cancellation/Amends**

1. You may cancel or amend Your Order at any time before the start of the Hire Period subject to the following:
  1. For Orders cancelled more than one month before the start of the Hire Period, there will be no charge but Your Booking Fee will be retained in full.
  2. For Orders cancelled less than one month before the start of the Hire Period, We will retain Your Booking Fee and the balance of the full Price will also be payable.
  3. You may amend (items added or removed) your booking more than one month before the start of the Hire Period. We will inform you of any extra cost as a result.
  4. Any amends (items added or removed) requested less than one month before the start of the Hire Period are not guaranteed and any items removed will still need to be paid for.
2. We may, at Our sole discretion, reduce or waive any of the charges detailed above if Your cancellation is due to exceptional circumstances.

## **9. Collection, Hire and Return**

1. The Hire Period begins at the agreed delivery/collection time on the date stated in the Order Confirmation. This is the time from which the props and decorations will be ready for delivery/collection.
2. You should check the props and decorations at the time of delivery/collection. If there are any items missing or if there is any visible damage to the props and decorations, You should inform Us immediately. We will use all reasonable endeavours to replace missing items or damaged props and decorations.
3. We are required by law to provide consumers with goods that are of satisfactory quality, fit for purpose, and in accordance with descriptions, samples, models and other pre-contract information provided by Us.
4. If You discover any damage (pre-existing) or fault with the props and decorations during the Hire Period, please inform Us as soon as is reasonably possible. We will use all reasonable endeavours to provide a suitable replacement or, if a repair is possible without causing you any inconvenience, We will repair the props and decorations. If We are unable to replace or repair the props and decorations or if You would prefer to reject the damaged or faulty props and decorations, whether before or after a repair or replacement (if the replaced or repaired props and decorations are still damaged or faulty), We will offer you a refund equal to the remaining, unused part of the Hire Period. Any refund due to You will be made as soon as is reasonably possible, and in any event within 14 calendar days of the date on which We agree that You are entitled to a refund. Refunds will be made using the same payment method originally used by You unless you specifically request a different method.
5. The Hire Period ends at the agreed delivery/collection time on the date stated in the Order Confirmation. Any props or decorations returned late may incur an excess charge (with the first day taking effect after the agreed delivery/collection day on the date stated in the Order Confirmation.) Props or decorations may be returned early, however We are unable to issue any refunds of any kind for early returns that do not fall under sub-Clause 9.4.
6. All props and decorations must be returned in the same packaging they were supplied in. If original packaging is not used, You will be charged for replacements.

## **10. Loss and Damage**

1. You are responsible for, and will be required to indemnify Us for, any loss or damage which may occur to our props and decorations during your Hire Period.
2. Any charges due under this Clause 10 will be invoiced to you after the Hire Period as stated in 7.1, and should be received by Us within 14 days.
3. You will not be responsible for any pre-existing damage to props and decorations that has already been identified under sub-Clause 9.2 at the time of collection, or for any damage or faults that are discovered under sub-Clause 9.4.

## **11. Our Liability**

1. We will be responsible for any foreseeable loss or damage that You may suffer only as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable only if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when the Contract is formed. We will not be responsible for any loss or damage that is not foreseeable.
2. In any event, Our total liability under these Terms and Conditions shall be limited to the value of the Contract between Us and You, that is, the total Price payable by You.
3. Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
4. Nothing in these Terms and Conditions seeks to exclude or limit Our liability with respect to Your legal rights as a consumer. For more information on your legal rights and on the remedies you may be entitled to if something goes wrong, please contact us.

## **12. Events Outside of Our Control (Force Majeure)**

1. We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
2. If any event described under this Clause 13 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
  1. We will inform You as soon as is reasonably possible;
  2. We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability as necessary;
  3. If the event outside of Our control continues for an extended period of time We will cancel the Contract and inform You of the cancellation in writing;
  4. If an event outside of Our control continues for an extended period of time and You wish to cancel the Contract, You may do so by informing us in writing;
  5. If the Contract is cancelled under this Clause 13 before the Hire Period begins, any and all sums You have paid to Us will be refunded in full. Other provisions in these Terms and Conditions regarding the retention of sums paid shall not apply.

## **13. Communication and Contact Details**

If You wish to contact Us with questions or complaints, You may contact Us in person at by telephone 07967 774034, by email at [claire@ohsocious.co.uk](mailto:claire@ohsocious.co.uk), or by pre-paid post at 63 Ffordd Y Draen, Coity, Bridgend, CF35 6BF.

## **14. How We Use Your Personal Information (Data Protection)**

1. All personal information that We may collect (including, but not limited to, Your name

and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and Your rights under that Act.

2. We may use Your personal information to:
  1. Provide Our products and services to You;
  2. Process Your payments; and
  3. Inform You of new products and services available from Us. You may request that We stop sending You this information at any time.
3. We will not pass on Your personal information to any other third parties (without first obtaining Your express permission).

#### **15. Other Important Terms**

1. We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs You will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.
2. You may not transfer (assign) Your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
3. The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
4. If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
5. No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

#### **16. Governing Law and Jurisdiction**

1. These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English law.
2. Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

Payment of a Booking Fee, deems your acceptance of the above terms and conditions.