



The Wedding Collection

BY BOLEYN

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Our terms

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

- (a) **Designated Representative:** an individual chosen by you and notified to Us in writing who may provide Us with instructions on your behalf
- (b) **Event Date:** the date set out in the Specification on which the Event will take place or an alternative date agreed between you and Us in writing;
- (c) **Event Outside Our Control:** is defined in clause 7
- (d) **Order:** your order for the Services as set out in the Specification
- (e) **Price:** the total cost of the Service as set out in the Specification
- (f) **Services:** the services that We are providing to you as set out in the Order
- (g) **Specification:** details of the Services to be provided and the Price
- (h) **Supplier:** third parties we engage to provide Services or products
- (i) **Terms:** the terms and conditions set out in this document
- (j) **We/Our/Us:** Boleyn Events Limited (registered in England and Wales with company number 05748505)

1.2 The words “writing” or “written” in these Terms, will include e-mail unless we say otherwise

2. THESE TERMS

2.1 **What these Terms cover.** These are the Terms and conditions on which we supply Services to you.

2.2 **Why you should read them.** Please read these Terms carefully before you submit your Order to us. These Terms tell you who We are, how We will provide the Services 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.

3. **INFORMATION ABOUT US AND HOW TO CONTACT US**

3.1 **Who we are.** We are Boleyn Events Limited, a company registered in England and Wales. Our company registration number is 05748505 and our registered office is at 592 Foxhall Road, Ipswich, IP3 8NA. [Our registered VAT number is [210864236].

3.2 **How to contact us.** You can contact us by telephoning our team at 01473 712330 or by writing to us at Boleyn Events, 592 Foxhall Road, Ipswich, IP3 8NA or [admin@boleyn-events.com]

3.3 **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 Order.

4. **OUR CONTRACT WITH YOU**

4.1 We consider that these Terms and the Order constitute the whole agreement between you and Us.

4.2 **How we will accept your Order.** Our acceptance of your Order will take place when we contact you in writing to accept it, at which point a contract will come into existence between you and Us.

4.3 **Your order number.** We will assign an order number to your Order and tell you what it is when we accept your Order. It will help Us if you can tell Us the Order number whenever you contact Us about your Order.

5. **YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the Services you have ordered 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 of the Service, 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. PROVIDING THE SERVICES

- 6.1 We will supply the Services to you from the date set out in the Order until the Event Date
- 6.2 We will provide the Services to you with reasonable care and skill
- 6.3 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 7 for Our responsibilities when an Event Outside Our Control happens.
- 6.4 We will need certain information and instructions from you that is necessary for Us to provide the Services. We will contact you about this. If you do not, after being asked by Us, provide Us with this information and instructions, or you provide Us with incomplete or incorrect information and instructions, We may make an additional charge of a reasonable sum to cover any extra work that is required, or We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If We suspend the Services under this clause 6.4, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any invoices We have already sent you.
- 6.5 We will only take instructions in respect of the Event from you or your Designated Representative.
- 6.6 We will consult with you on any changes to the Specification which We reasonably deem necessary and/or in your best interests.
- 6.7 If at any time a Supplier is unable to provide the product or Services as originally quoted, We will endeavour to find a replacement of similar quality and price in consultation with you.
- 6.8 If you do not pay Us for the Services when you are supposed to as set out in clause 12, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts. We will contact you to tell you this. This does not affect Our right to charge you interest.

7. EVENTS OUTSIDE OUR CONTROL

- 7.1 If Our supply of the Services is delayed by an Event Outside Our Control then We will contact you as soon as reasonably 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 or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 7.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, cancellation by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 7.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms, Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.
- 7.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Services. Please see your cancellation rights under clause 8. We will only cancel the contract if the Event Outside Our Control continues for longer than 4 weeks.

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 bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
- 8.1.1 **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*;**
- 8.1.2 **If you have just changed your mind about the service, 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 ;

- 8.1.3 **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 8.2.1 to 8.2.2 below the contract will end immediately and you may also be entitled to compensation. The reasons are:
- 8.2.1 We have told you about an error in the description of the Services you have ordered and you do not wish to proceed;
- 8.2.2 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 services bought off-premises (i.e. not Our business premises) or by telephone or online 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 once the Services have been started and properly completed with your consent, even if the cancellation period is still running;
- 8.5 **How long do I have to change my mind?** You have 14 days after the day We write to you to confirm We accept your order. If you cancel after you have authorised Us to start the Services, you must pay us for all Services properly performed up until the time you tell Us that you have changed your mind.
- 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 right to change your mind, you can still end the contract before it is completed, but you may have to pay Us compensation. 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, just contact Us to let Us know. The contract will end immediately and We will refund any sums paid by you for Services not provided but We may deduct from that refund reasonable compensation We will incur as a result of your ending the contract

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 one of the following:

9.1.1 **Phone or email.** Call customer services on 01473 712330 or email Us at [INSERT EMAIL ADDRESS]. Please provide your name, home address, details of the order and, where available, your phone number and email address.

9.2 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind We may deduct from any refund an amount for the supply of the Services for the period for which it was supplied, ending with the time when you told Us you had changed your mind.

9.3 **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 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 Services 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;

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 Services;

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 We will refund any money you have paid in advance for the Services We have not provided but We may deduct or charge you reasonable compensation We will incur as a result of your breaking the contract, including recovery of any third party supplier costs.

11. IF THERE IS A PROBLEM WITH THE SERVICES

11.1 **How to tell Us about problems.** If you have any questions or complaints about the Service, please contact Us. You can telephone Our customer service team at

01473 712330 or write to Us at Boleyn Events, 592 Foxhall Road, Ipswich, IP3 8NA or [EMAIL ADDRESS]

- 11.2 **Summary of your legal rights.** We are under a legal duty to supply Services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Services. 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.

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.

12. PRICE AND PAYMENT

- 12.1 **Where to find the price for the Services.** The price of the Services (plus any applicable VAT) will be the price indicated in your Order acceptance from Us. We use our best efforts to ensure that the price of the Services advised to you is correct. However please see clause 12.2 for what happens if We discover an error in the price of the Services you order.

- 12.2 **What happens if We got the price wrong.** It is always possible that, despite Our best efforts, some of the Services We sell may be incorrectly priced. We will normally check prices before accepting your Order so that, where the Services' correct price at your order date is less than Our stated price at your order date, We will charge the lower amount. If the Services' 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.

- 12.3 **When you must pay and how you must pay.** You must make an advance payment for the price of the Services, as We shall advise you before We start providing them. We will notify you when the balance of the price of the Services will become due prior to the Event Date and provide an invoice accordingly. Alternatively, We may offer you a “pay as you go” option, being a system of meeting the price of the Services as they arise or before the Services are used, subject to the payment of a deposit and subsequently monthly payments as We shall advise.
- 12.4 **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 The Bank of England 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.
- 12.5 **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 and We will not charge you interest until We have resolved the issue.
- 12.6 We will notify you separately if any payment arrangements will fall to be considered under the Consumer Credit Act 1974 as amended and the subordinate legislation that will apply and for which purposes We require to be regulated and authorised by the Financial Conduct Authority.
- 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 Services.

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 Services to you;

14.1.2 to process your payment for the Services; and

14.1.3 if you agreed to this during the order process, to give you information about similar Services 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 third parties where the law either requires or allows Us to do so.

15. OTHER IMPORTANT TERMS

15.1 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.

15.2 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

15.3 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.

15.4 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 Services, We can still require you to make the payment at a later date.

15.5 **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 Services in the English courts.