

## TERMS & CONDITIONS FOR SUPPLY OF SERVICES & GOODS

### FORMATION OF CONTRACT

The contract between The Mont Blanc Event Stationery Company (TMBESC) and the Client comprises the Confirmation of Order ('Order') signed by the Client and these Terms & Conditions. Any other terms proposed by the Client are excluded. These terms are subject to change at any time.

### PRICE, PAYMENT, VARIATIONS & CONSULTATIONS

Consultations are conducted at the discretion of Monte Blanc Event Stationery and Client. This is either by the way of a Face to Face meeting or a Telephone conversation. At this time as much information will be gathered as possible. This consultation if Face to Face and outside Mont Blanc Event Stationery hours will be charged at a one off fee of £30, if order of stationery is placed at time of consultation this is not payable, however, it is payable if the client wishes to go away and consider the quote. This sum is deductible if the client contacts Mont Blanc Event Stationery, within seven days after the consultation.

**If ordering a package this much be paid in full at time of ordering.**

All Services must be paid for in full before completion. Payment is due with the signing of these terms and conditions, and the conformation of order. A 50% booking fee is required to secure order if over three hundred (£300) pounds anything under this needs to be paid in full and this is

**NON-REFUNDABLE** due to the bespoke nature of the items Monte Blanc Stationery produced. **PACKAGES MUST BE PAID IN FULL AT TIME OF ORDERING.**

Where the Services include supply of materials or labour, Mont Blanc may vary the agreed price to take account of any increased costs.

If Mont Blanc accepts a request to vary the Services the price and times in the Order will be adjusted by Mont Blanc as appropriate and the changes notified to the Client. Mont Blanc may decline to carry out any requested variation. A request to reduce the quantity of Products ordered will not result in a price reduction unless otherwise agreed in writing by Mont Blanc. All lists for names and tableplans must be in Microsoft word format, failure to do so will result in a £25 per hour charge for converting them to a word document. All wording for order of services/tableplans/menus **MUST** be with MBESC six weeks before the wedding date failure to do this will result in incurring extra costs of £200.

### DELIVERY OF STATIONERY & VENUE STATIONERY

Venue Stationery, i.e. tableplan, place cards, menus etc will be delivered **THE WEEK OF THE WEDDING**, if these are required earlier than a express service charge of £125 is needed.

The prices do not include delivery this is charged as follows,

- Recorded delivery £26.99
- Next day delivery £36.99
- Courier POA

If your order is split, i.e. day invitations first and then followed by evening, then two delivery charges will be charged.

Mont Blanc reserves the right to charge interest on any overdue payment in accordance with the Late Payment of Commercial Debts (Interest) Act.

Also, Mont Blanc will be entitled to cancel the Order and/or suspend the Services if any payment is not made on the due date, requests that are unreasonable, or exhibit anti social behaviour towards Mont Blanc, by the Client. Mont Blanc will be also entitled to halt process of order if relevant information is not provide by the time schedule given to said client.

### DURATION

Dates for commencement and completion of the Services given by Mont Blanc are given in good faith but, unless stated in the Order, dates are not guaranteed and Mont Blanc will not be liable for any delay in commencement or completion of the Services. Samples take four weeks to produce, we then give the client four weeks to return with any alterations, if this deadline is not met we will not be held responsible for any delays incurred.

Mont Blanc will not also be held liable if deadlines are not met due to client not adhering to time scales. Also if materials are out of stock an alternative will be offered, however if this is not approved then the deadline for completion will be put back. Further more if client does not return sample within four weeks Mont Blanc has the right to put order on hold until contact is made and sample returned and then a revised delivery schedule will be advised.

### CHANGES

Any changes after proof has been approved are chargeable of the cost of materials and a minimum of two hours work at the rate of £25.00 per hour. If invitations have been disturbed and then recollected, these will be seen as used goods and no refund is available.

Subsequently changes to the order **MUST** be paid for otherwise it is reverted back to the original order, under no circumstances will MBESC supply extra goods without payment.

### PROPERTY AND RISK

When the Services include the supply of goods or materials, the risk of loss or damage passes to the Client upon completion but, where Services are performed on the Client's premises, the risk of loss or damage to goods and materials, except when caused by Mont Blanc, rests with the Client who should insure the risks at his/hers expense. Ownership in the goods and materials will remain with Mont Blanc until payment in full of all amounts due from the Client have been received by TMBESC.

### WARRANTY & LIABILITY

Mont Blanc will exercise reasonable skill and care in the supply of the Services and Goods.

Any defect must be notified promptly and in any event within the first 24 hours of receiving order, it is advised that the client check their order. If Mont Blanc accepts that the defect is Mont Blanc's responsibility, Mont Blanc will have the option to remedy the defective Services (when this is feasible). Under no circumstances will Mont Blanc's liability to the Client exceed a sum equal to the total price payable for the relevant Services nor will it extend to any loss of business or profit or any indirect loss incurred by the Client.

Where the Services include the supply of goods or materials, the warranty given above will not apply to defects which are due to: fair wear and tear, accidental damage or failure by the Client to adhere to Mont Blanc's recommendations; or to materials or goods included in the Services which have not been manufactured by Mont Blanc.

All terms, conditions and warranties implied by law, trade use or otherwise (including but not limited to any warranties as to quality or fitness for purpose) are excluded to the extent permitted by law. The Client acknowledges that the only warranties are those given expressly by Mont Blanc in these Conditions.

### CANCELLATIONS & CONFIDENTIALITY

If the Client wishes to cancel an order with Mont Blanc, this must be done in writing (electronic email does not qualify) from the Client and not a third party. If part of an order has already been dispatched, for example Save the Date cards, Invitations etc, then no refund under any circumstances will be given, this in accordance with all items being of a bespoke and personalised nature, and once order has been place the materials, labour and design has begun. MBESC also reserve the right to cancel an order if information is not forthcoming within the times scales i.e order of service info a week before the wedding, when it is required four weeks before the wedding date.

The contract and order between Mont Blanc and Client remains confidential. No data that Mont Blanc holds will ever be released under the Data Protection Act 1998. Mont Blanc cannot also discuss any part of the order with a third party other than the Client. It is also expected that the client adhere to the confidentiality as well, and discuss no part of the cancelation with a third party.

### FORCE MAJEURE

Mont Blanc will not have any liability to the Client if prevented from performing the contract on account of force majeure which includes, but is not limited to severe weather conditions, war, terrorism, strikes or difficulty in obtaining materials and labour. In any of these circumstances, Mont Blanc reserves the right to cancel or suspend the Services.

### INTELLECTUAL PROPERTY/COPY RIGHT

All designs and other intellectual property rights in Services are and will remain the sole property of MBESC. Under no circumstances will the Client copy or make use of any of TMBESC intellectual property rights. Furthermore, all designs produced by Mont Blanc are copy righted under Mont Blanc and if any part of the design content etc is copied then this will be seen as a breach of the copy right under MBESC.

### CLIENT DEFAULT

If the Client (a) commits a breach of contract, or (b) fails to make a payment on the due date, or (c) becomes insolvent or has a receiver or liquidator appointed then, in any such case, Mont Blanc shall be entitled to end the contract and recover all Mont Blanc's costs and losses including loss of profit up to the termination date.

### LAW & DISPUTES

The contract between Mont Blanc and Client is governed by English law. Any dispute which cannot be settled amicably will be referred to mediation at the request of either party. CEDR (the Centre for Effective Dispute Resolution) will arrange the mediation. Any dispute that is not settled will be resolved in the English courts.