

Terms and Conditions

Definitions

In this document the following words shall have the following meanings:

"Consumer"	shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
"Customer"	means any person who purchases Services from the Supplier;
"Proposal"	means a statement of work, quotation or other similar document describing the services to be provided by the Supplier;
"Services"	means the services specified in the Proposal;
"Equipment"	means the apparatus required to operate a chocolate fountain, excluding foodstuffs;
"Supplier"	means Soiree Delights of 17, Heron Drive, Bicester, Oxfordshire, OX26 6YJ;
"Terms and Conditions"	means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

General Booking Terms

- 1.1 These Terms and Conditions shall apply to all contracts for the supply of Services by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.
- 1.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.
- 1.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Services, by virtue of any statute, law or regulation.
- 1.4 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

The Order

- 2.1 The Proposal attached to these Terms and Conditions shall remain valid for a period of 30 days.
- 2.2 The Customer shall be deemed to have accepted the Proposal by placing an order with the Supplier ("the Order") within the period specified in Clause 2.1.
- 2.3 All Orders for the Services shall be deemed to be acceptance of the Proposal pursuant to these Terms and Conditions.

Price and Payment

- 3.1 The price for the Services is as specified in the Proposal and is inclusive of any applicable charges outlined in the Proposal.
- 3.2 Payment of the price shall be in the manner specified in the Proposal.
- 3.3 If the Customer fails to make any payment within 14 days of it becoming due, the Supplier shall be entitled to cancel the Proposal and retain the non-refundable deposit.

Customer's Obligations

- 4.1 To enable the Supplier to perform its obligations the Customer shall:
 - o Co-operate with the Supplier
 - o Provide the Supplier with any information reasonably required by the Supplier
 - o Obtain all necessary permissions, licences and consents which may be required before the commencement of the Services, the cost of which shall be the sole responsibility of the Customer; and
 - o Comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.
- 4.2 If the Services call for the provision of the Supplier's Equipment without the Supplier's personnel, then the Customer must take reasonable skill and care in operating such Equipment and it is the Customer's responsibility to supervise use of such Equipment.
- 4.3 If the Customer fails to take reasonable skill or care of the Supplier's Equipment or supervise use of the Supplier's Equipment as specified in Clause 4.2, then the Supplier may seek appropriate charges from the Customer to cover the cost of repairing or replacing the Equipment.

Supplier's Obligations

- 5.1 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.
- 5.2 The Supplier accepts all responsibility for the condition of tools and equipment used in the performance of the Services and shall ensure that any materials supplied shall be free of defects.
- 5.3 The Supplier may withdraw from performing Services as a result of disorderly, unruly or criminal behaviour of any parties that the Supplier feels poses a risk to the Supplier's equipment or personnel.

Limitation of Liability

- 6.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price of the Services.
- 6.2 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 6.3 For the avoidance of doubt, time shall not be of the essence and the Supplier shall incur no liability to the Customer in respect of any failure to complete the Services by any agreed completion date.

Cancellation

- 7.1 The Customer may cancel an Order by notifying the Supplier in writing at the address shown on the Proposal within 30 days of placing an Order; however any deposit paid will not be returnable unless expressly agreed in writing by the Suppliers.
- 7.2 If the Customer fails to cancel the order within the time specified in Clause 7.1 any deposit paid may not be returnable.
- 7.3 The Supplier may cancel an Order at any time due to problems related to the supply of Services, whether foreseeable or not, and in such event will notify the Customer at the earliest possible opportunity.

Force Majeure

- 8.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

Severance

- 9.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

Third Parties

- 10.1 It is not the intention of the Supplier or the Customer to confer any rights contained in The Contracts (Rights of Third Parties) Act 1999 on any third parties, and any such rights, which may otherwise be implied, are hereby excluded

Governing Law

- 11.1 These Terms and Conditions shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.