



SPECIAL OCCASION LINEN

Terms & Conditions of Hire

These are the only terms and conditions (and any terms which we specifically refer to in these terms & conditions) upon which we will contract with you. No alteration or substitution of these terms and conditions shall be valid unless agreed in writing. Within these terms and conditions reference to "linen" shall include tablecloths, table runners, table napkins, chair covers, chair bows, table accessories, hospitality accessories any other items hired by you from us under the contract for hire. We divide customers into 'Retail Customers' (being [any customer that hires linen from us in their capacity as a consumer, or any business that does not hold a trade account with us]) and 'Account Customers' (being [any customer that hires linen through us and part of their business and hold a trade account with us]). All customers are deemed to be retail customers unless and until a trade account has been authorised if applicable.

Orders

A contract is formed between Clean Linen Services Limited trading as Special Occasion Linen, whose contact address is Netherton Road, Overross, Ross-on-Wye, Herefordshire HR9 7QQ ("us") and you when we confirm in writing that your order has been accepted. An order confirmation will be emailed to you or posted if you do not have an email address. If you haven't received an order confirmation within 48 hours of placing an order with us please contact us. Where you are a retail customer, orders will not be accepted until we receive authorisation of your credit card payment or your cheque has been cleared in respect to the deposit payment set out below. We reserve the right to withdraw our acceptance of your order if the linen requested is not readily available to us and to refund in full any payment you have made. Please take the time to ensure that any order that you submit to us is accurate and complete.

Deposit and Payment

If you are a retail customer and require the linen you have requested to be delivered within 2 weeks of placing your order the full contract price is required at the time of order. In all other cases retail customers will be required to pay 10% of the total amount due by you to us under the order at the time the order is placed (unless you opt to pay the full balance at the time of ordering). The balance of the contract price (including delivery charge) shall then be due for payment no later than 7 working days prior to the linen being despatched to you if paying by credit/debit card or 10 working days prior to despatch to you if paying by cheque. If the balance payment is not received by the agreed despatch date we reserve the right to withdraw our acceptance of your order. If you wish to hold your hired linen for more than the contract period, a 10% surcharge will be added to every item for each additional day the stock is held.

Ownership

All linen remains our property and at no time shall title pass to you.

Delivery

Delivery will be by courier service. All linen shall be delivered with a Delivery note, Returns note and Returns bags. These items must be kept until your linen is collected. You will be required to inspect and sign for the linen at the time of delivery. Any discrepancies to the order which are not notified at this time will be exempt from any credit/refund. There will be a surcharge for deliveries made on a Saturday and deliveries requested at designated times, the amount of which shall be notified to you at the time you make such request. Unless otherwise requested linen deliveries will be between the hours of 8.00am and 6.00pm. We will endeavour, to the best of our ability, to deliver and collect at the times you request but this cannot be guaranteed unless the surcharge is paid. Any overseas deliveries will incur a surcharge notifiable at the time of order, this includes: Northern Ireland, the Scottish Isles and the Channel Isles. Please be aware that the linen remains your responsibility from the time it has been delivered as set out above until it has been collected by our courier service. You should therefore make every effort to ensure the linen is kept dry and retained in a secure place until this time.

Collection

Before the courier arrives to make a collection, the linen must be counted and placed in the Returns bags provided. If there is more than one order please ensure the linen is separated by order and placed in the correlating bags. Each bag is marked with your or your company's name and relating order reference. Please use all bags provided to ensure the bags are not over filled. The returns note must be filled in noting the number of bags collected. This must then be placed in one of the Returns bags. Alternatively you can also email or fax the returns note back to us if you wish to retain a copy. All Returns bags must be sealed before they are collected to avoid the loss of items in transit. All collections must be supervised. We shall not be responsible for any non-Special Occasion Linen items that are collected.

Special Occasion Linen

Netherton Road, Overross, Ross-On-Wye, Herefordshire HR9 7QQ

A charge will be applied for unsuccessful collections where this is due to your failure to comply with the above and/or our reasonable instructions. Failure to follow any of these procedures may also result in charges for missing or damaged stock.

Missing Stock

Customers shall be notified of missing stock that we have found not to have been returned to us in accordance with the above by email (or post if an email address is not provided). A Letter shall then be raised which will allow you 10 days to find and return any outstanding items. After this period, an Invoice will be raised at the current replacement cost price. If any items are found after the Missing Stock Invoice has been raised and are returned in a saleable condition, a refund will be provided.

Damage to Linen

Linen in your care shall remain your responsibility at all times. Where linen is returned badly mildewed, stained or damaged in any way (candle wax, ink, burns etc), we shall have the right to charge you the replacement cost and to invoice you for this. You will not however, incur a charge for any normal fair wear and tear. You will receive notification of the damaged item(s) and give you 10 days notice prior to any such additional charges being made. To help prevent damage, you must ensure that the linen is completely dry before it is packed and returned. All charges due under this paragraph should be payable within 21 days of the date of the relevant invoice.

Additional Hire

Unless otherwise stated, the contract period to hold the linen is 7 days from delivery to collection. If you hold the linen for more than the contract period, a 10% Surcharge will be added to every item for each additional day stock is held.

Cancellation and Charges

If, for any reason, you wish to cancel your order you should phone us during Monday to Friday 9.00am - 5.00pm, quoting your order reference number. This can be found on your order confirmation email if ordering via the internet, or on your order confirmation letter if ordering by telephone. All cancellations must be confirmed in writing and will only become effective on receipt of your cancellation letter. You will incur a cancellation charge the amount of which will be dependant upon the length of notice we receive from you. If you are contracting with us as a consumer then different cancellation conditions will apply as set out in the clause headed "Consumer Contracts". The 10% deposit required at the time of order is non-refundable (subject to any cancellation made by a consumer in accordance with the clause headed "Consumer Contracts"). Cancellations made 21 days prior to the date of delivery will be exempt from a cancellation charge. Cancellation made after this time will be charged 75% of the full contract price (which shall include any deposit paid by you prior to the cancellation date). Cancellations made within 7 days of the delivery date will be charged 100% of the contract price (which shall include any deposit paid by you prior to the cancellation date). Any cancellations made in respect of orders for custom made/bespoke linen will be charged for at the total contract price once production has begun. If you wish to make any amendments to your order, you may do so by calling or emailing us. If, however, these amendments involve a reduction in hired stock, cancellation charges as outlined above will apply.

Warranties

We warrant that at the time of delivery the linen will, subject as hereinafter provided, be of satisfactory quality. There may, however, be minor variations between the linen as shown or described in our sales literature and those despatched to you (the linen despatched will always be of a comparable or superior quality). We do not warrant that linen supplied shall be fit for any special purpose unless agreed previously between us. We reserve the right to choose an appropriate replacement to your specified colour or size should the necessity arise. However, we will endeavour to notify you of such a change whenever possible.

www.specialoccasionlinen.com

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Page 1 of 2

0800 652 2205



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Liability

Any claim by you that linen is defective or that it is not of satisfactory quality, must be notified to us in writing within 24 hours of the date of delivery and in any event before use. If you do not notify us accordingly we shall have no liability for such defect. If, in our opinion, such a claim is valid we shall replace the linen in question free of charge or, at our sole discretion, refund in full the payment made in respect of such linen, but we shall have no further liability (save where set out under law). We shall be under no liability in respect of any defect arising from wilful damage, abnormal usage conditions, failure to follow our instruction (whether oral or in writing), misuse or alteration or repair of the linen without our approval. Except in the case of death or personal injury caused by our negligence, we shall not be liable to you by reason of any representation or any implied warranty, condition or other term, or any duty at common law or under these terms and conditions, for any indirect or consequential damage. Subject as expressly provided in these terms and conditions, and except where the linen is provided to you contracting as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. We will do our utmost to ensure all linen is delivered in the correct quantities but in no circumstances shall our liability to you exceed the invoice value of the contract. We shall not be liable for any delay in or failure in the performance of any of our obligations where this is caused by factors outside our control (civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or failure of public or private telecommunications network).

Consumer Contracts

In the event you are entering into this contract outside a business your statutory rights including but not limited to those contained within the Supply of Goods and Services Act 1982 and the Sale and Supply of Goods and Services Act 1994, shall not be affected by the restrictions and limitations set out in these terms and conditions and the provisions of this clause shall apply and prevail over any other terms and conditions. In the event you are entering into this contract outside your business you shall for a period of 7 working days from the date you place your order have the right to cancel the contract (unless delivery of the linen takes place within the 7 days or we have started to produce custom made/bespoke linen at your request) by sending written notice of cancellation to us at the email, fax or postal address as detailed below. In the event you cancel the contract we shall reimburse any sum paid by you within 30 days of the notice of cancellation being given. If you cancel the contract after the 7 working day period the cancellation conditions as set out above and headed "Cancellation and Charges" shall apply.

Third Party Rights

No other party shall have the right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Law

These terms and conditions and any contract formed between us shall be governed by the laws of England and you agree to submit to the exclusive jurisdiction of the English Courts.

Complaints

If for any reason, you are not entirely satisfied with your linen, your statutory rights are not affected and complaints can be made to Special Occasion Linen via the contact details below. If you are acting as a consumer, advice about your legal rights is available from your local Citizens Advice Bureau or Trading Standards Office.

Miscellaneous Terms

We may transfer our rights and obligations under these terms and conditions to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these terms and conditions. You may only transfer your rights or your obligations under these terms and conditions to another person if we agree in writing.

If we fail to insist that you perform any of your obligations under these terms and conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.

Account Customers Only (the following terms are applicable to trade account holders only)

1. Deposit and Payment

All invoices issued to Account Customers must be paid in full within 21 days of the invoice date and the additional terms and conditions that account holders entered into at the time such account facilities were agreed shall be deemed to form part of these terms and conditions. No refunds or credits will be issued for any linen that is returned unused. All prices are subject to VAT. Any disputes regarding invoices received must be raised within 14 days of the invoice date. Any disputes received after 14 days will be exempt from any credit or refund.

2. Credit Scoring (for information)

You authorise us, our subsidiary and parent companies, to make searches against the you at credit reference agencies who will supply us with credit information, as well as information from the Electoral Register. The agencies will record details of the search whether or not the application proceeds. We may use credit scoring methods to assess an application and to verify the identity of you. Credit searches and other information which is provided to us and/or the credit reference agencies about you and those with whom you are linked financially may be used by the organisation and other companies if credit decisions are made about you. The information may be used for debt tracing and the prevention of money laundering as well as the management of your account. Information held about you by the credit reference agencies may already be linked to the records relating to one or more of your partners. For the purposes of this application you may be treated as financially linked and your association will be assessed with reference to any 'associated' records.

Where you are granted credit account facilities by us, we may give details of your account and how we manage it to credit reference agencies. If you do not manage your account in accordance with the terms of such account, we may advise credit reference agencies who will record the outstanding debt.

You have a legal right to the details held and the way in which we will provide details of credit reference agencies we use. Such details can be obtained by writing to us at the address below. We may at our discretion charge a fee of up to £10 for dealing with such a request. During the course the provision of services to you, we will periodically obtain further credit references. Where the result of such reference indicates in our reasonable opinion a deterioration in your credit rating we may at our option revise, alter, amend or withdraw credit facilities to you and at our discretion suspend the provision of further services to you pending your agreement to such revision, alteration or amendment. If such agreement from you is not forthcoming we may, by written notice terminate our agreement with you. E&OE.