

BlueMoon™ Terms & Conditions of Service

1. DEFINITIONS

1.1 In these Terms & Conditions the following terms shall have the following meanings:

- **‘BlueMoon’** means BlueMoon Event Design, which is the trading name of Rachael Lindsay and Holly Bucknall, a partnership based at 26 Church Road, Inch, Downpatrick, Co. Down BT30 9BH, Northern Ireland
- **‘Customer’** means the person, firm, corporate or public body entering into agreement with BlueMoon for the provision of Services. Any person purporting to act on behalf of the Customer shall be bound by the Terms & Conditions of Service.
- **‘Balance’** means the Service Charge less any Retainer paid
- **‘Booking Form’** means the form issued (either in electronic format or hard copy) by BlueMoon to the Customer specifying, amongst other details, the Venue Date, Service Specifications, Retainer and Service Charge.
- **‘Damage Deposit’** means the refundable security deposit that BlueMoon may require the Customer to pay as security against the risk of damage to the Materials during the Display period
- **‘Dismantling Date’** means the agreed date (or dates) specified in the Booking Form (unless otherwise agreed) for the dismantling and removal of the Materials from the Venue by BlueMoon.
- **‘Materials’** means any equipment and materials including (but not limited to) furniture, furnishings, props, decorations and lighting either owned by or under hire to BlueMoon and installed at the Venue as part of the Services.
- **‘Invoice’** means any invoice or invoices issued by BlueMoon to the Customer indicating the agreed Service Charge or Additional Charges owed for Service.
- **‘Display Period’** means the period including and between the Set-up-Date and the Dismantling Date.
- **‘Retainer’** means the retainer payment as specified in the Booking Form (and which shall be a sum equal either to 30% of the Service Charge or £350, whichever sum is greater) to be paid by the Customer upon confirmation of the order as consideration for BlueMoon reserving the Venue Date and providing initial consultation services. The Retainer is held by BlueMoon subject to the refund conditions set out at clause 5 of these Terms & Conditions, subject always to a minimum retention by BlueMoon of £350 following expiry of the 14 day cancellation period.
- **‘Services’** means the provision of decorating and consultation services for the event or events in accordance with the Specifications and which shall also include (unless otherwise agreed) the provision, set-up and dismantling of the Materials at the Venue
- **‘Specifications’** means the scope and particulars of Services and Materials agreed by the parties as particularized in the Booking Form.
- **‘Service Charge’** means the amount payable by the Customer for the Services as specified on the Booking Form.
- **‘Additional Charges’** means any additional charges agreed by the parties in addition to the Service Charge.
- **‘Set Up Date’** means the agreed date (or dates) specified in the Booking Form (unless otherwise agreed) for BlueMoon to set up the Materials at the Venue.
- **‘Venue’** means the venue for the event or events which is the subject of the Booking Form.
- **‘Venue Date’** means the date of the event or events for which the Services are required.

2. CONTRACT

Unless stated otherwise in writing all orders placed by the Customer are accepted subject to the Terms and Conditions of Service stated below and the Customer by placing the order and confirming the details set out in the Booking Form and paying the Retainer is deemed to have acknowledged this and such acts will constitute a binding contract between the parties (“Contract”)

3. THE VENUE

- 3.1 Unless otherwise agreed in the Booking Form, the Service Charge is based on the assumption that the Customer will ensure that the Venue is safe and complies with all necessary regulations, requirements and relevant bye-laws (including but not limited to Fire & Safety regulations) and is easily accessible to BlueMoon personnel and is free from any hazardous and/or abnormal conditions or obstructions that might hinder or impede BlueMoon’s ability to provide the Services.
- 3.2 If, at the Set Up Date, the Venue does not comply with the above conditions then BlueMoon reserves the right to charge Additional Charges to cover the cost of any additional labour and materials that may be required in order to overcome any undisclosed and/or abnormal conditions effecting the installation and erection of the Materials.
- 3.3 The Service Charge does not include making good any repairs to the Venue unless such damage has been caused by the negligence of BlueMoon’s servants, agents or contractors.

4. PAYMENT

- 4.1 Payments must be made in accordance with the payment terms stated in the Booking Form and/or any Invoice(s).
- 4.2 Unless otherwise specified in the Booking Form, the Retainer becomes payable on confirmation by the Customer of the Specifications set out in the Booking Form.
- 4.3 The booking for the Venue Date is only secured on receipt of a signed Booking Form and payment of the Retainer.
- 4.4 Unless otherwise specified in the Booking Form, the Balance must be paid to BlueMoon no later than 14 days prior to the Venue Date.
- 4.5 All sums payable under the Contract unless otherwise stated are exclusive of VAT and other duties or taxes. Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.
- 4.6 BlueMoon reserves the right to charge interest on any late payments at the rate of 4% above the Bank of Ireland’s (sterling) base rate.
- 4.7 For the purposes of this clause 4 the expressions “payment”, “payments” and “paid” shall mean receipt of cleared funds into BlueMoon’s bank account.

5. CANCELLATION AND TERMINATION

- 5.1 Either party shall have the right to terminate the Contract without penalty within 14 days from the date of payment of the Retainer. In the event of such termination by either party BlueMoon shall refund to the Customer all sums paid by the Customer to BlueMoon by way of Retainer or otherwise.
- 5.2 Once the 14 days referred to in the preceding clause has passed should the Customer wish to terminate the Contract then the Customer will be liable to BlueMoon as follows:
 - Termination more than 12 months prior to the Venue Date (or 18 months if the Venue Date is 31 December): Customer shall be entitled to a refund of 100% of the Retainer less £350.
 - Termination less than 12 months but more than 24 weeks prior to the Venue Date: Customer shall be entitled to a refund of 50% of the Retainer less £350.
 - Termination any time during the 24 week period prior to the Venue Date: Customer shall be liable to BlueMoon for the Balance in full
- 5.3 In the event BlueMoon should terminate the Contract at any time following expiry of the 14 day cancellation period the Customer shall be entitled to a refund of the Retainer and any Balance paid in full.

6. BLUEMOON’S OBLIGATIONS:

- 6.1 Subject to the Customer’s compliance with its obligations under clauses 4 and 7, BlueMoon undertakes to supply the Services.
- 6.2 BlueMoon shall be entitled to subcontract the provision of any or all of its Services.

7. CUSTOMER’S OBLIGATIONS:

- 7.1 The Customer undertakes:
 - to pay the Retainer and to pay the Balance and any Additional Charges in accordance with the terms agreed under the Contract.
 - to ensure that BlueMoon has unfettered access to the Venue on (or before) the Set Up Date and the Dismantling Date to enable BlueMoon to fulfil its obligations under clause 6 above.
 - to provide such electrical power points or supply as may be reasonably required by BlueMoon.
 - not to use any lighting, heating, cooking or other gas or electrical appliances of any kind within or close to the Materials without the prior written consent of BlueMoon.
 - not to light, or allow to be lit, any fire, candle or other naked flame within or close to the Materials without the prior written consent of BlueMoon.
 - not to tamper with the structure or any part of the Materials and in particular not to affix or suspend from the Materials any item whatsoever without BlueMoon’s prior consent and/or supervision.
 - not to move or adjust any lighting installation Materials without the prior consent and/or supervision of BlueMoon
 - BlueMoon reserves the right to charge Additional Charges to cover the cost of any additional labour that may be incurred as a result of any unreasonable delay to the dismantling and removal of the Materials from the Venue due to the Customer’s failure to clear the Venue of any extraneous objects and equipment other than Materials.
- 7.2 The Customer shall not sell, transfer, sub-let, licence out the Materials for use to any third party without the express written consent of BlueMoon.
- 7.3 The Customer will ensure that Venue owner has appropriate public liability insurance in place for the Venue.

8. VARIATIONS

- 8.1 If, following payment of the Retainer, the Customer wishes to vary the Specifications then BlueMoon shall use all reasonable endeavours (but shall be under no obligation) to meet any such variation request. BlueMoon reserves the right to charge Additional Charges to cover the cost of any additional labour and materials that may be incurred to meet such a variation request. BlueMoon shall be under no obligation to reduce the Service Charge where the Customer elects to reduce the Materials ordered. Any decision to reduce the Service Charge will be at the sole discretion of BlueMoon.
- 8.2 BlueMoon will use all reasonable endeavours to supply the Customer with the Materials as specified in the Booking Form, but in the unlikely event that this is not possible then BlueMoon will notify the Customer of any variations to the Materials as soon as possible. Where such variation results in a material (i.e. fundamental) change to the Materials the Customer shall have the option of (i) either accepting the proposed variation (in which case the parties will consider whether it is reasonable for any adjustment to be made to the Service Charge), or (ii) terminating the Contract and any Retainer paid will be refunded to the Customer in full.
- 8.3 If, at the Set Up Date, the Venue does not comply with the Venue conditions disclosed by the Customer and agreed in the Booking Form then BlueMoon reserves the right to charge Additional Charges to cover the cost of any additional labour and materials that may be incurred to overcome any abnormal conditions effecting the set-up of the Materials.
- 8.4 Unless otherwise provided by these Terms & Conditions, any variations agreed by the parties shall be agreed separately in writing.

9. LOSS OR DAMAGE TO MATERIALS

- 9.1 The Customer shall be responsible for the safe custody of the Materials throughout the Display Period.
- 9.2 The Customer should notify BlueMoon of any shortages, damages, incorrect deliveries or unacceptable condition of Materials on the Set Up Date.
- 9.3 The Customer shall be responsible for and shall indemnify BlueMoon against any loss of or damage Materials howsoever caused during the Display Period unless caused by the negligence of BlueMoon, its employees, agents or sub-contractors. The Customer shall not be liable for the cost of damage to perishable Materials (such as floral displays) unless the Customer specifically requires immediate replacement, in which case the Customer shall be responsible for the cost of the replacement perishables and associated set-up costs.
- 9.4 BlueMoon shall be entitled to charge Additional Charges for the cleaning, repair or refurbishment of any Materials belonging to BlueMoon or hired by BlueMoon on behalf of the Customer if the Materials at the end of the Display Period is found to be in an inferior condition, fair wear and tear accepted, to the condition it was in at the commencement of the Display Period.
- 9.5 BlueMoon shall, at its discretion, be entitled to request a Damage Deposit from the Customer. Where such request is made the Customer must pay the Damage Deposit to BlueMoon before the Set-Up-Date. A Damage Deposit will normally be requested where the total value of Materials at the Venue exceeds £2000

10. EXCLUSION AND LIMITATION OF LIABILITY

- 10.1 BlueMoon will use all reasonable endeavours to complete the set-up of the Materials on or before the Set Up Date provided that the Customer has complied with the undertakings set out above. If the Materials are not set-up on or before the Set Up Date due to reasons of bad weather or other circumstances beyond its reasonable control BlueMoon shall not be liable to pay any compensation to the Customer.
- 10.2 If the Materials are not set-up on or before the Set Up Date for reasons other than for reasons of bad weather or other circumstances beyond its reasonable control the Customer shall have the right to terminate the Contract and BlueMoon shall return all monies paid.
- 10.3 BlueMoon will take all reasonable care to avoid damage to the Customers' own property but cannot be responsible for any loss or damage suffered by the Customer in respect thereof other than as a result of the negligence of BlueMoon's servants, agents or contractors.
- 10.4 Other than in respect of any liability for personal injury or death arising as a result of the negligence of BlueMoon's servants, agents or contractors the Customer acknowledges that BlueMoon's total liability under the Contract shall not exceed a sum equivalent to the Service Charge.
- 10.5 In the event that extreme weather or storms are forecast during the Set Up Date or during the Display Period that might affect the Venue where the event is being hosted outside or in a tent or in a weather sensitive environment, BlueMoon reserves the right to decline to set-up the Materials or if the Materials is already set-up, to dismantle them, for reasons of safety. In such an event BlueMoon shall be under no obligation to reduce the Service Charge and the Customer will still remain liable for the Service Charge and any Additional Charges. Any decision to reduce the Service Charge or any Additional Charges in such circumstances will be at the sole discretion of BlueMoon.
- 10.6 BlueMoon shall not be responsible for making good any repairs to the Venue unless caused by the negligence of BlueMoon's servants, agents or contractors

11. THIRD PARTY LIABILITY

BlueMoon will not be responsible for and the Customer will indemnify BlueMoon against all claims for the injury to persons or loss or damage to property at the Venue howsoever caused unless it be proved that such injury, loss or damage was caused by the result of the negligence of BlueMoon's servants, agents or contractors.

12. GENERAL

- 12.1 Unless stated otherwise in the Booking Form all Materials shall be treated as the property of BlueMoon and no title to or right of possession, lien or otherwise in relation to the Materials is granted or assigned to the Customer under these Terms and Conditions.
- 12.2 For the purposes of the Data Protection Act 1998, as amended, the Customer agrees and gives consent to the holding and processing of personal data relating to the Customer in any form (whether obtained or held in writing, electronically or otherwise) by BlueMoon for the purpose of fulfilling its obligations under the Contract.
- 12.3 The Customer may not assign its rights under the Contract without the consent in writing of BlueMoon.
- 12.4 No provision of these Terms and Conditions are enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any party other than BlueMoon or the Customer.
- 12.5 These Terms and Conditions shall be subject to the laws and jurisdiction of Northern Ireland.