

AA Decorative Events Limited– Terms & Conditions

CONTRACT FOR HIRE – All Event Hire Products from AA Decorative Events

This agreement is made on: (Date of Contract Booking sent via email and Deposit Payment Received)

AND IS MADE BETWEEN: AA DECORATIVE EVENTS LIMITED AND THE CLIENT

1 Introduction

This document is issued by AA Decorative Events Group to describe the terms and conditions of hire of equipment / products for all events and other performances.

This document covers all material products hired from AA Decorative Events, and laying down the contractual agreement between AA Decorative Events and the Hirer. Please note that all other documentation, such as quotations will include short interpretations and/or parts of these terms. In all cases this document is the definitive Terms & Conditions of the hire document and will take precedence over any other terms stated or implied elsewhere.

The latest version of this document can be found on www.aadecorativeevents.co.uk

2 General

- 2.1 Any terms or conditions sought to be imposed by either party shall not be incorporated into the Contract and shall have no effect unless agreed to in writing by the other party.
- 2.2 AA Decorative Events agrees to let, and the HIRER agrees to take on the hire of the Equipment described in the Schedule attached and subject to the Terms and Conditions set out below.

3 Prices

- 3.1 The prices for the hire of equipment are set out in the Schedule and you can refer to the Terms and Conditions in section 8 of this document (Payment Terms). Our terms of payment are as agreed per quotation and invoice issued. The HIRER shall, pay a security deposit prior to the commencement of the hire period – Unless otherwise specified by AA Decorative Events the deposit is paid in within 28 days of the event to secure the booking date, as long as the event date does not fall within the 28 days, if the deposit is not paid once the HIRER has agreed to the hire of goods, the quote will no longer be valid and the date will not be secured. All quotations are only valid for 60 days. Any cancelled bookings, please refer to clause 10
- 3.2 AA Decorative Events shall be entitled to make a reservation charge in respect of Equipment reserved by the HIRER.

AA Decorative Events Limited– Terms & Conditions

4 Risk

4.1 As soon as we have delivered the hire equipment (or it is collected from our premises), you will be responsible for it and we will not be liable for any loss or destruction. Therefore, you would need to take necessary steps to insure the items.

5 Commencement & Termination

5.1 AA Decorative Events may terminate this Agreement forthwith by giving written notice to the HIRER and re-take possession of the Equipment in the event of:

5.1.1 Any material breach of this Agreement by the HIRER which has not been immediately remedied (if capable of remedy) following a written demand by AA Decorative Events

5.1.2 If any order is made, proceedings are commenced or a resolution is passed, for the liquidation or winding-up of the HIRER.

5.1.3 If a distress or execution is levied against any property of the HIRER

5.1.4 If a liquidator or receiver or administrator is appointed in respect of the undertaking or any property or assets of the HIRER.

5.1.5 If the HIRER ceases or threatens to cease to carry on its business or is unable to pay its debts as they fall due or enters in any arrangements with creditors generally.

5.1.6 If AA Decorative Events reasonably believes that its rights in the Equipment are in jeopardy.

5.2 If AA Decorative Events has supplied Equipment on negotiated terms for a Hire period, AA Decorative Events shall, unless otherwise agreed, be entitled to payment of all rentals due up to the end of the agreed hire period notwithstanding the earlier return of the Equipment to AA Decorative Events.

6 Ownership of the Equipment

6.1 Title in the Equipment shall never pass to the HIRER and the HIRER'S interest in the Equipment shall only be and remain that of HIRER.

6.2 The Equipment shall remain personal moveable property and shall continue in the ownership of AA Decorative Events, notwithstanding that the same may have been affixed to any land or building. The HIRER shall be responsible for any damage caused to any such land or building by the affixing to or removal there from of the Equipment (whether the same be effected by AA Decorative Events or the HIRER) and shall indemnify AA Decorative Events against any such claim made in respect of such damage.

6.3 The HIRER shall agree not to sell, offer for sale, assign, mortgage, charge or sublet the Equipment or this Agreement or the letting hereunder, nor hold itself out as the owner of the Equipment and shall not create or allow to be created, or other encumbrance on the Equipment.

AA Decorative Events Limited– Terms & Conditions

- 6.4 The HIRER shall affix to and maintain upon the Equipment such plates or identification marks, as AA Decorative Events shall require, showing that the Equipment is the property of AA Decorative Events.
- 6.5 The HIRER shall not cause or permit the Equipment to be removed from the HIRER'S possession without the prior written consent of AA Decorative Events.
- 6.6 The HIRER shall assume the entire risk of damage to or loss of the Equipment or any part thereof. Insurance of the equipment is the responsibility of the HIRER whilst on hire to the HIRER.
- 6.7 AA Decorative Events or its authorised representatives may enter at all times during normal business hours, at any premises to inspect the Equipment and, upon termination, to repossess the Equipment.
- 6.8 The HIRER agrees to indemnify and keep indemnified AA Decorative Events, against all liabilities, actions, claims, damages, costs and demands suffered or incurred by AA Decorative Events, as a result of a claim made by a third party arising out of the state, condition or use of the Equipment or in any way out of its hiring hereunder.
- 6.9 On termination of this Agreement for whatever reason, the HIRER shall immediately return the Equipment or make the same available for collection by AA Decorative Events and shall grant AA Decorative Events all necessary access to repossess the same.
- 6.10** Should any items be damaged or missing, the HIRER will be fully responsible for payment of the damaged or missing goods. If the HIRER fails to point out any damage or missing items to AA Decorative Events and we carry out a full itinerary check and find damaged or missing goods, you will be notified of this and AA Decorative Events will invoice you for the goods retail value to replace or repair. All invoices will need to be paid within 30 days of issue. Any dispute must be brought to the attention of AA Decorative Events within 7 days of the invoice being sent to the HIRER. We can take up to 28 days to issue such notice, as couples spend time after Weddings on honey-moon. Each item is individually priced and this will be discussed with you and photographic evidence can be provided to back up the defect, and or should items be missing, you will be informed of this within 7 days of your event (usually within 24 hours of collection), again allowing you to 7 days' notice period to discuss this, pay for the items which are missing. Items which are un-repairable or not returned, we will look for any out of pocket expenses from other potential and pre-booked hire items, should we not be able to fulfil a contract with any booking, we reserve the right to invoice you for this value in addition to the stock items not returned or damaged.

7 Delivery

- 7.1 The HIRER shall unless otherwise agreed with AA Decorative Events, be responsible for the collection and return of the Equipment from and to AA Decorative Events premises. Normally we will supply and fit the equipment on the day of your Wedding or event, and make local arrangements with the venue to collect either the same evening or following day. You are responsible for all goods hired to you whilst on the venue or premises where we have delivered

AA Decorative Events Limited– Terms & Conditions

too. You must not remove any goods off-site. Even if the hotel or venue store the goods overnight, you are responsible for the safe keeping until collection.

- 7.2 AA Decorative Events will at the request of the HIRER, procure delivery of the Equipment to the HIRER'S premises or venue, subject to payment by the HIRER of AA Decorative Events charges for delivery. (Delivery charges are agreed on the invoice, unless client is fitting the items themselves and agreed with AA Decorative Events.
- 7.3 AA Decor Events do not promote the removal of LED Backdrops or Dance-Floors by venue staff. Should this occur and the venue staff damages the equipment, we will invoice you for the damage and you will be liable for this and any dispute will be taken up between you the hirer and the venue direct.
- 7.4 AA Decorative Events will use all reasonable endeavours to make the Equipment available on the date required by the HIRER but shall not be liable for any costs or claims arising as a result of delay.
- 7.5 AA Decorative Events will either repair or replace, in each case at no charge to the HIRER, any Equipment which is found by AA Decorative Events to be defective or not capable of obtaining any published specification as a result of faulty design, manufacture or workmanship. The HIRER shall give AA Decorative Events written notice of any claim made hereunder, as soon as reasonably practicable and in any event within twenty-four hours after the alleged defect has come to the HIRER'S knowledge by phone call on 07803 417277 leaving a voice message if we do not answer. We strongly advise the hirer to contact us at the point you notice a product to be defective, as in most cases we can visit the site / venue to fix or advise accordingly. It is expressly agreed between the parties that AA Decorative Events may be absolved from all liability under this condition if the Equipment has been modified in any way by the HIRER or if it has been used for any purpose or in any manner other than that for which it was designed or if it has in any way otherwise been misused.
- 7.6 AA Decorative Events does not accept responsibility for any consequential, indirect or economic loss or damage howsoever arising except to the extent that the same is attributable to negligence on the part of AA Decorative Events or its employees.
- 7.7 When booking products from AA Decorative Events, we will agree on one drop off and collection, unless we have agreed multiple drops off of goods. Should you wish for us to return to the venue without agreeing in writing, we will charge £50 expense costs for travel and £25 per 30 minutes whilst we need to be on site. For the avoidance of doubt and extra charges, always ensure the delivery schedule is clearly marked on your quote and agreed up-front. We reserve the right to refuse a second delivery to either move goods to another location or to bring goods at a different time as to what was previously agreed.

8 Payment Terms

- 8.1 Unless the Agreement provides otherwise, the price for the hire of equipment shall be payable no later than 30 days before from the date of the event, and production of an invoice will be sent, once the initial quotation has been agreed. The time stipulated for payment shall be of the essence of the Agreement. Failure to pay within the period specified shall entitle us to write to

AA Decorative Events Limited– Terms & Conditions

you upon the expiration of seven days' notice, to charge you for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.

- 8.2 We will request a minimum of £50 Deposit to secure any hire item from us. Depending on the hire items we will also require a security deposit and I.D. Any Hire items booked which exceed £500 we will ask for a minimum of 10% Deposit and this % can vary up to 50%. Should you book your hire items in advance of 6 months, we will advise you of the payment terms, i.e. you book 12 months in advance and the hire items are £1000. We will ask you for 10% of the hire value, this being £100, followed by a further payment up to the value of 50% of the hire goods, this being £400 on or before 6 months before your event, with the final 50% balance due 30 days before your event. Should you book within 30 days of your event, we will ask for a deposit payment or full payment upfront and any balance must be paid 14 days before your event.
- 8.3 Unless specified on the quote or invoice, payment terms and conditions will apply. On occasions we will accept payment to be made on the day, but this has to be agreed by both parties and clearly marked on the invoice – Failure to pay on the day, all goods will be removed and you will be responsible for 100% of the original booking invoice, plus any out of pocket expenses, such as fuel, parking fees etc. Failure to pay will lead to legal action being taken against you as you will be in breach of the hire agreement.
- 8.4 If paying by credit card the HIRER will be required to provide full card details at the time of order placement. AA Decorative Events reserves the right to check the validity of the credit card by the appropriate organisation. You will be charged a 3.5% handling fee for any Credit Card or PayPal transaction – Preferential payment terms, is via BACS transfer.
- 8.5 All invoices shall be paid without deduction. In the event of an error or query on the invoice, payments shall be made to AA Decorative Events for the whole amount claimed less the amount queried or in error.
- 8.6 We shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 1.5% per annum above the base rate of the Bank of England.
- 8.7 Unpaid invoices after 30 days' notice will incur further legal charges and solicitor's fees, upon any further follow up action we may need to take to recover our goods or payment.
- 8.8 Deposit Payments - we will ask you for a Security Deposit for any hire item; this is on top of the hire price unless stated otherwise on the contract invoice booking (Usually £100). Upon Safe collection of all goods the Security Deposit will be returned to you within 30 days. Any damage or missing stock, we will retain the deposit value and this will be used towards the cost of replacement of goods. A separate invoice will be sent to you for the whole value minus the deposit payment.

9 Conditions of Use

AA Decorative Events Limited– Terms & Conditions

- 9.1 The HIRER shall ensure that the Equipment is operated in a skilful and proper manner by persons competent to operate the same and in all respects in accordance with all instructions and any operations manual provided by AA Decorative Events for the use of the Equipment and shall ensure that such directions and instructions are fully understood and will be observed by all persons operating the Equipment.
- 9.2 The HIRER shall not make or permit to be made any alterations, modifications or additions to the Equipment and shall not carry out any repairs or authorise the carrying out of any repairs to the Equipment by a third party without AA Decorative Events prior written consent.
- 9.3 The HIRER shall take all reasonable proper care of the Equipment and keep the same in good and serviceable condition (reasonable fair wear and tear excepted) and shall indemnify AA Decorative Events against loss of or damage to the Equipment howsoever caused and shall give AA Decorative Events immediate notice of any such damage.
- 9.4 We reserve the right to remove any equipment and staff from a venue should we be threatened or violence behaviour towards staff and if equipment is deemed to be vulnerable to damage by you or your guests upon the influence of alcohol or drugs. You will not be entitled to any refunds in these situations.
- 9.5 LED Dance-Floor – We do not recommend any drinks to be brought onto the Dance-Floor, should you or your guests bring drinks onto the LED Dance Floor, and a drink is spilled, it is your responsibility to clean the floor to avoid an accident. Should the floor short circuit due to drink spillage, metal hair clips, metal confetti or any other object being dropped on the floor and shorting a circuit, we cannot be held responsible. Any damage to the floor or power supply, you will be held responsible for, this includes glass breakage on the floor and damaging panels. For the avoidance of doubt, you are responsible for the welfare of your guests and our equipment, and we are not responsible for any accidents that may occur when your guests are using our dance-floor. It is your responsibility to mop up any drink spillage, food items, confetti, and or any other such material which could potentially be a hazard. Should the power supply for the dance-floor sustain a drink spillage and the mains is no longer functional, we will not refund any money and we will invoice you for £299 for a replacement power supply. We do not recommend any furniture, DJ or band equipment to be placed on the dance-floor as this can also damage the dance-floor. Our Dance-Floors require a flat surface to be laid on, and should this not be the case we reserve the right to not to fit the floor as this can damage or potentially be unsafe to you and your guests. We require access via a flat surface, or a lift as our dance-floor is loaded on trolleys. Should you fail to inform us of any stairs or lifts not being operational we will refuse to fit the floor and you will not be entitled to a refund. Should the dance-floor be fitted in a marquee or any other location and we find the space to be wet, we reserve the right to refuse to fit the dance-floor. You are responsible to check adequate mains supply is within 2m of the dance-floor.
- 9.6 DJ Hire – The DJ requires approx. 45 minutes to 60 minutes to set up his equipment, the DJ will adhere to the contract times and will not over run the time which have been agreed on the contract. Should your event run late, the DJ will still require a minimum of 45 minute set up time. The DJ cannot be responsible for not having music requests on the night if you have not informed us prior. Unless stated otherwise we will provide a suitable DJ and lighting for your event and the DJ set up can vary from DJ to DJ. Our advertised pictures will also vary on set ups and unless your contract states you have a “Premium DJ Set Up” we will not supply this set up unless you have specifically paid for this and it is within your contract. The DJ reserves the right to stop playing

AA Decorative Events Limited– Terms & Conditions

music, should he be threatened by any of the guests at the party or event, be told by the venue staff to stop playing music or if you or your guests are being abusive to towards the DJ, whether alcohol or drug related or sober. Our DJs reserve the right to pack up and walk away.

- 9.7 With reference to clause 7.5 for the avoidance of doubt, should you find an item to be non-operational (LED Dance-Floor, for example), it is your responsibility to check that the mains supply is plugged in and switched on. Always check with other suppliers on site such as a band member, DJ or any other person has not accidentally switched off the product or disconnected a lead to a power source. Should it be found to be a faulty or defective hire item, you must inform us straight away or within 24 hours after your event to advise us of the faulty hire item. We also advise the Hirer to take photographic evidence and also to advise a member of the venue staff to make a note of this. We will require evidence to back up any claims we supplied a defective hire item, and will also ask for witness statements to back up. In addition, we will visit the venue and seek for any CCTV footage, other suppliers who were present for your event or wedding, such as photographer, events manager, DJ or Band names, again this is to cover this claim is a true reflection of the complaint. If you do not inform us within 24 hours, we will decline any claims that you may make. For LED Dance Floors, refer to Clause 9.5
- 9.8 Flower Wall Backdrops and LED Curtain Backdrops. We will install a Flower Wall Backdrop at your chosen venue and location at an agreed price, should the backdrop be moved without our permission and the frame or backdrop is damaged, you will be responsible for any repair or replacement. The Flower Wall is made from Silk False Flowers and any missing flowers, you will be charges £5 per flower to replace, in addition any drink spillage or other item such as food etc. which can damage the flowers on the flower wall, you will be responsible for the cost of repair and replacing damaged flowers. We do not advise or allow the Flower Wall to be moved by anyone except AA Décor Events staff, due to this item is delicate. The Flower Wall will be mounted on a free standing Pipe and Drape System. LED Backdrops will be set up at your chosen venue and all star cloths will be turned on. Should another person switch off the LED Star-Cloth we cannot be held responsible. Should you point out to us the LED lighting was not functioning, we will use our discretion and if we can (Notification to AA Décor Events) we will visit the site or venue to rectify. Should it be found the LED star cloth has been unplugged, we will inform you of this and a £50 charge will apply.

10 Right to Cancel

- 10.1 We will permit you to cancel this Agreement by sending written notice (email is acceptable and our preferred method) but not by text or social media and no later than 14 days after the date on which this Agreement has been agreed. (*This is also known as a cooling off period.*) Once you pay your initial deposit you also agree to these terms & conditions, you are acknowledging the Terms & Conditions. It is your responsibility to read the original quote and confirmed email which states you are agreeing to the published T&Cs on our website. If you request cancellation at a later date, then unless we are in breach of contract, we have the right to refuse [or] retain all or part of your deposit as a contribution towards any losses or costs we suffer as a result of the cancellation, this is in addition an administration fee of £40 and **Clause 10.7** if no deposit has been requested and you cancel within 30 days of the event, the admin fee will still be applicable, and an invoice will be sent to you to pay within 30 days of the invoice date. Please refer to clause 10.7 for contract obligations from the person who is hiring the goods.
- 10.2 Upon the termination of this Agreement before the end of the Hire period, the HIRER shall pay to AA Decorative Events on demand the aggregate of:

AA Decorative Events Limited– Terms & Conditions

- 10.3 All rentals and other sums due or in arrears at the date of termination under this Agreement.
- 10.4 All costs (including legal costs) incurred as a result of a breach of this Agreement including repossessing and restoring the Equipment to its proper condition.
- 10.5 As agreed damages, a sum equal to the aggregate rentals that would have become due hereunder during the Minimum Period had this Agreement not been terminated, less a discount for accelerated payment of 3% per annum compounded on (and at the frequency of) each rental payment outstanding.
- 10.6 We reserve the right to cancel this Agreement if your location is outside our service area.

Contract Obligations

- 10.7 Once you have paid the deposit payment, you have agreed to the contract terms, which are also known as a booking / invoice with a contract number. After the cooling off period has lapsed (14 days) after you have paid a deposit payment, we reserve the right to invoice you for 50% of the overall hire value within any given period after the booking has been confirmed should you need to cancel the agreement made. This is in addition to any deposit payment made and £40 admin fee for cancellation. We will use our discretion, depending upon circumstances given, but if no reason is given, a vague email, or you have changed your mind, we will advise you are in breach of the agreement and 50% value of the hire goods or of the agreed hire items per contract will be payable from you in addition to any deposit paid and admin fees.
- 10.8 Failure to pay cancelled fees, can lead to legal action being taken, and the hirer or person who agreed to the contract will also be liable for all legal costs.
- 10.9 If you cancel the agreement within 90 days of your event, we reserve the right to invoice you 100% of the agreed value and also to recover any loss of earnings that may arise from this.
- 10.10 We reserve the right to ask for written cancellation from the venue confirming any such cancelled events with contact details from the events manager. Should this not be forthcoming, we will issue an invoice for the cancellation charges.
- 10.11 Re-Scheduling your date. Should you need to cancel the original contract date and re-schedule, we will check the new date is available and move your contract to this, however should we find we are unable to move the date the original contract booking will be cancelled and £100 cancellation fee will be applicable as long as the date is greater than 9 months from the original date. Should the date be within 9 months, we will charge 25% of the original hire agreement. In all cases we will charge £40 admin fee, unless agreed by AA Decorative Events to waiver this and this will be in writing on your booking.

11 Performance

- 11.1 The performance of the equipment provided by AA Decorative Events will be supplied in accordance with manufacturer's published performance details or within performance acceptance criteria.

12 Force Majeure & Pandemic

12 If either party to this Agreement is prevented or delayed in the performance of any of its respective obligations under this Agreement by “force majeure”, then such party shall be excused the performance for so long as such cause of prevention or delay shall continue;

12.1 For the purpose of this Agreement ‘force majeure’ shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:

12.2 Strikes, lockouts or other industrial action;

12.3 Civil commotion, riot, invasion, war threat or preparation for war;

12.4 Fire, explosion, storm, flood, earthquake, subsidence, epidemic, bad weather or other natural physical disaster;

12.5 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and

12.6 Political interference with the normal operations.

12.7 Pandemic – Should a Pandemic be in force and limit access or stop access to a venue, we will work with you to come to a resolution. Deposits paid will be non-refundable, however we will use our discretion to re-schedule your date at no extra cost.

13 Invalidity

If any part of these terms and conditions is unenforceable, including any provision in which we exclude our liability to you, the enforceability of any other part of these conditions will not be affected.

14 Liability

14.1. Except for death or personal injury caused by our negligent acts or omissions we shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement.

14.2. You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations.

14.3. Where we need to carry out work on your premises (or those hired for the event) and/or install equipment, we will not accept liability for the cost of repairing or replacing parts of your existing system (or those of the venue) which occur due to faults in your system unless we have been negligent in not realising that such damage may occur or in the way we did the work.

AA Decorative Events Limited– Terms & Conditions

- 14.4. Nothing in this Agreement shall exclude or limit the AA Decorative Events liability for death or personal injury resulting from AA Decorative Events negligence or that of its employees, agents or sub-contractors.

15 Governing Law

All Hire of equipment shall be governed by and interpreted in accordance with the laws of England and the parties submitted to the jurisdiction of the English Courts, but AA Decorative Events may enforce any such Hire of equipment in any court of competent jurisdiction.

In the event of a dispute or difference arising from these conditions or the interpretation thereof or otherwise arising from the Hire of the equipment under these conditions, such dispute or differences shall be referred to arbitration by a single arbitrator mutually agreed between the parties or failing such agreement, by an arbitrator nominated by the President of the Institute of Arbitrators. Any such arbitration shall be conducted in accordance with the Arbitration Act 1950, and by application of the law of England.

16 Entire Agreement

- 16.1. This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.
- 16.2. Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.
- 16.3. We reserve the right to make minor changes to this Agreement from time to time. Any major changes will only be made with your agreement.

17 Customer Services

- 17.1. To protect your own interests please read the conditions carefully before agreeing to them. If you are uncertain as to your rights under them or you want any explanation about them, please write or telephone using the address and telephone number set out below. To note once you have paid the deposit, you are agreeing to these T&Cs.
- 17.2. If you are unhappy with any aspect of our service, please call our office on 01244 911903 or write or email to our registered office: *AA Decorative Events, Suite 2, Tarvin Road, Chester, CH3 7HN (email address: info@aaweddingevents.co.uk)*. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.
- 17.3. You reserve the right to seek legal advice before signing and or agreeing to this contract
- 17.4. Complaints will be dealt with within 14 days of receipt, and you can seek independent advice from your local Citizens Advice or Trading Standards Office within your area.

AA Decorative Events Limited– Terms & Conditions

17.5 For the avoidance of doubt, once you agree to the quote and pay the deposit payment, this is acknowledgement you have agreed to our terms and conditions regardless if you have not physically signed this agreement. This is known as an electronic acceptance.

18 Data Protection

You consent to the computer storage and processing of your personal data by us in connection with this Agreement and to the transmission of this data across the company and its business partners for the purposes of our legitimate interests including statistical analysis, marketing of our services and credit control. If you breach this Agreement, your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.

SIGNED:

For and on behalf of AA Decorative Events

SIGNED:

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[Name of Customer]

AA Decorative Events
Suite 2, Stamford House
Tarvin Road
Chester
CH3 7HN
Company No. 11353347
VAT No. 322 2464 37