

Terms & Conditions of Service

1. General

(a) Unless otherwise agreed in writing or except where they are at variance with (i) regulations governing services performed or (ii) the mandatory provisions of law, all offers or services and all resulting contractual relationship(s) between Claire Nicole, Claire Nicole Limited or any subsidiaries or agents or subcontractors of the Company (each a "Company") and The Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions").

(b) The Company may perform services for persons issuing instructions (hereinafter, the "Client").

(c) Unless the Company receives prior instructions to the contrary from the Client, no other party is entitled to give instructions or make amendments relating to the Client's requirements.

2. Provision of Services

(a) The Company will provide services using reasonable care and skill and in accordance with the Client's specific instructions as confirmed by the Company or, in the absence of such instructions: the terms of any standard booking form of the Company; and/or any relevant trade custom, usage or practice; and/or such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.

(b) The Company may delegate the performance of all or part of the services to an agent or subcontractor and the Client authorises the Company to disclose all information necessary for such performance to the agent or subcontractor.

3. Obligations of the Client

The Client will:

(a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than two weeks prior to the desired intervention) to enable the required services to be performed;

(b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;

(c) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not; and in addition provide a safe and healthy environment in which the Company's representatives may work unhindered by smoke, pets, any potentially dangerous animal, excessive noise, and unwarranted or unsolicited interruption.

(c) supply, if required, any special equipment and personnel necessary for the performance of the services;

(d) accept that the Company cannot be held responsible for road and traffic conditions on the area's highways and while the Company will always do its best to ensure the timely arrival of its representatives, local incidents, weather conditions, unscheduled roadworks and unforeseen bottlenecks may conspire to delay a representative. In such events the Company will do its best to inform and keep up to date the Client on the situation and advise the Client of a revised estimated time of arrival. Should the delay be significant, the Company will endeavour to get a separate representative or even a sub-contracted supplier to the venue. In the unlikely event of an inability on the part of the Company to get a representative to the Client, a full refund will be payable.

(e) ensure that the Company's representatives are not unnecessarily delayed in their endeavours to complete the services through the non-arrival of other members of the bridal party to be treated, the delayed appearance of the Client or interruptions to the service caused by external influences.

4. Fees and Payment

(a) Fees not established between the Company and The Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by The Client.

(b) In order for the Client to secure a booking with the Company a booking form must be completed and posted to the Company along with any non-refundable deposits which the Company may require.

(c) Unless another period is established in the invoice, the Client will promptly pay not later than fifteen days prior to the day on which the service is performed or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company failing which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received.

(d) The Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter-claim or set-off which it may allege against the Company.

(e) The Company may elect to refer action for the collection of unpaid fees to an agency appointed by The Company for said purposes.

(f) The Client shall pay all of the Company's collection costs, including legal fees and related costs.

(g) In the event of any unforeseen problems or expenses arising in the course of carrying out the services, the Company shall endeavour to inform The Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.

(h) If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control including failure by the Client to comply with any of their obligations provided for in the relevant clause above, the Company shall nevertheless be entitled to payment of:

- the amount of all non-refundable expenses incurred by the Company; and
- a proportion of the agreed fee equal to the proportion of the services actually carried out.

5. Suspension or Termination of Services

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

(a) failure by the Client to comply with any of its obligations hereunder; or

(b) any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by the Client.

6. Liability and Indemnification

(a) Limitation of Liability:

The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against cancellation, loss or damage should obtain appropriate insurance.

Services are conducted on the basis of information, documents and/or samples provided by, or on behalf of, The Client and solely for the benefit of The Client. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to the Client nor any third party for any actions taken or not taken outside the remit of the service supplied nor for any problems arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.

All subsidiaries, agents, consultants and sub-contracted persons associated with Claire Nicole exist as independent entities and are individually insured for liability under their own terms of practice.

The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by the Client to comply with any of their obligations.

The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed the costs of services contracted to provide.

The Company shall have no liability for any indirect or consequential loss including delays, cancellation or other factors affecting the wedding or any additional costs incurred by the Client or loss of profits.

In the event of any claim, the Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:

- the date of performance by the Company of the service which gives rise to the claim; or
- the date when the service should have been completed in the event of any alleged non-performance.

(b) Indemnification: the Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any services.

7. Cancellation

The Client may cancel any or all of the services ordered at any time by notifying the Company. Any non-refundable deposits paid will be retained by the Company in full and should the cancellation be received six weeks or less prior to the wedding day the full fee will be payable by the Client.

8. Miscellaneous

(a) If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) During the course of providing the services and for a period of one year thereafter The Client shall not directly or indirectly entice, encourage or make any offer to The Company's agents to terminate their contract with the Company.

(c) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.

9. Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out or in connection with the Contractual Relationship(s) hereunder shall be governed by the substantive laws of the United Kingdom exclusive of any rules with respect to conflicts of laws and be finally settled under the rules of arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules.