Terms & Conditions of Hire and Services

THE MAKERS COLLECTION LIMITED | TRADING AS THE CHRISTMAS MAKERS

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1. Application and Agreement

1.1 These terms apply to services and hired decorations supplied by The Makers Collection Limited, trading as The Christmas Makers ("we", "us", "our"). The customer ("you") may be a commercial customer or an individual contracting for domestic purposes.

1.2 The contract comprises the accepted quotation, these terms and any additional arrangements expressly agreed in writing. Acceptance of a quotation incorporates these terms where provided before acceptance.

1.3 The accepted quotation specifies the scope, duration, prices and payment arrangements. Express quotation provisions take precedence over conflicting general terms; variations to ownership, hired-item risk or liability require express written agreement.

1.4 Nothing in these terms restricts rights that cannot lawfully be excluded.

2. Services and Hire

2.1 Services may include consultation, design, supply, hire, delivery, installation, maintenance, dismantling, collection and storage of Christmas decorations, lighting and associated equipment, as detailed in the quotation.

2.2 Unless expressly sold, all supplied decorations and equipment are hired. We will perform services with reasonable care and skill and substantially in accordance with the agreed specification.

2.3 Reasonable substitutions may be made for unavailable items if overall quality, style and specification are maintained. Material changes will be discussed before implementation except where necessary for immediate safety.

2.4 Installation and dismantling dates will be agreed; we will notify customers of anticipated delays and respect any expressly agreed essential deadline, subject to applicable law.

3. Ownership of Decorations

3.1 All hired decorations, lighting, structures, fixings and equipment remain the property of The Makers Collection Limited.

3.2 Customers must not sell, dispose of, lend, relocate, alter or transfer hired items without written consent, nor permit interference except where necessary to prevent immediate danger.

3.3 We may recover our property following expiry or lawful termination, subject to reasonable access arrangements and applicable law.

4. Commercial Customers — Responsibility for Hired Decorations

4.1 Subject to the exceptions below, responsibility for physical loss of or damage to hired items transfers to the commercial customer when delivered to the agreed site or placed in its custody or control and continues until we collect them or regain possession. We remain responsible to the extent loss or damage is caused by our installation, dismantling, negligence or breach of contract.

4.2 Subject to clauses 4.5 and 12, the commercial customer accepts responsibility for physical loss or damage during that period, whether or not personally at fault, including accidental or deliberate damage; theft and vandalism; fire, smoke or explosion; flood or escape of water; storms, high winds and other weather; acts of visitors, members of the public, employees, contractors and other third parties; misuse or unauthorised interference; and other unforeseen events at the site.

4.3 The customer shall reimburse reasonable repair or replacement costs and reasonable associated labour, delivery and installation costs. Equivalent or comparable replacements will be assessed taking account of age, condition and remaining useful life where appropriate. We need not itemise or separately value every decoration in quotations, but will provide reasonable support for any charge.

4.4 The customer must take reasonable precautions, maintain appropriate site security, prevent interference and notify us promptly of loss, damage or safety concerns.

4.5 The customer is not responsible under this section for fair wear and tear, defects, faulty installation, our negligence or breach, or loss while items are in our possession or control except to the extent caused by the customer's breach, or any risk that cannot lawfully be transferred.

4.6 Hired decorations may not be covered by our property insurance at customer premises. The customer should consider arranging suitable insurance. We do not routinely require evidence of cover, and the customer's contractual obligations do not depend on insurer acceptance of a claim.

4.7 Both parties will act reasonably to minimise losses; no loss will be recovered twice.

5. Residential Customers — Responsibility for Hired Decorations

5.1 Ownership and responsibility. All hired decorations, lighting and associated equipment remain our property. Residential customers must take reasonable care of hired items from completion of installation or delivery until collection or return to our possession.

5.2 Care and protection. Customers must use decorations only for their intended purpose; follow reasonable care, safety and operating instructions; take reasonable precautions against foreseeable weather, theft, vandalism and other risks; and not move, alter, dismantle or interfere with items without permission. Customers must take reasonable steps to prevent damage by household members, guests, pets and other persons permitted access.

5.3 Loss, theft, vandalism and damage. Customers are responsible for reasonable repair or replacement costs where loss or damage results from accidental or deliberate damage caused by the customer or household; negligence, misuse or failure to take reasonable care; unauthorised movement or interference; or failure to follow reasonable instructions. This includes theft, vandalism, adverse weather, fire, flooding or damage by third parties where the customer’s actions, omissions or failure to take reasonable precautions caused or materially contributed to the incident. Responsibility for guests or other third parties applies where the customer is legally responsible or has failed to take reasonable precautions.

5.4 Exclusions. Customers are not responsible for fair wear and tear, defective equipment, faulty installation, or loss or damage caused by our negligence or breach of contract. Nor are they responsible for events genuinely outside their reasonable control where they have complied with their obligations and taken reasonable precautions. Nothing in this section restricts statutory consumer rights.

5.5 Repair and replacement costs. Where the customer is responsible, we may recover reasonable repair or comparable replacement costs, plus reasonable associated labour, delivery and installation costs. We will take account of the item’s age, condition and remaining useful life where appropriate, and provide reasonable supporting information for charges.

5.6 Reporting and cooperation. Customers must notify us as soon as reasonably practicable of missing items, damage, faults or safety concerns, cooperate reasonably with inspection and recovery arrangements, and must not attempt electrical repairs or alterations without authorisation.

6. Installation, Access and Site Requirements

6.1 The customer must provide safe reasonable access at agreed times, obtain relevant permissions and consents, and make suitable electrical supplies and installation areas available where required.

6.2 Customers must disclose relevant site hazards, restrictions and access limitations. We may postpone unsafe work.

6.3 Where a visit cannot proceed because agreed access, permissions or facilities have not been provided, we may recover reasonable additional costs directly caused, explained and supported where practicable.

6.4 We remain responsible for our own safe working methods and the suitability of our installation equipment. Customers must not obstruct our work.

7. Maintenance, Safety and Chargeable Callouts

7.1 Normal maintenance during the agreed installation period is included unless the quotation states otherwise. It includes reasonable attention to defective hired equipment, installation issues and fair wear and tear.

7.2 Customers must not undertake electrical repairs, alter lighting connections or interfere with structures without permission and must report faults or safety concerns promptly.

7.3 For commercial customers, additional attendance arising from events for which the customer is responsible under Section 4 — including weather, vandalism, theft, accidental damage, misuse or interference — is chargeable. This includes inspection, making safe, repair, replacement or reinstatement.

7.4 Commercial callout charges (excluding VAT): initial callout fee £150 per attendance; standard labour and travel £45 per operative per hour, including reasonable travel time to and from the site; night labour and travel between 7pm and 7am at 150% of the standard hourly rate (£67.50 initially); minimum one hour of on-site labour per operative, with additional on-site time in 30-minute increments; reasonable repair/replacement materials, specialist access equipment and third-party services charged additionally where required. The callout fee applies once per attendance regardless of team size. For visits spanning day and night, each time period is charged at its applicable rate. Travel is charged for reasonable actual journey time per operative, in addition to on-site labour.

7.5 We will explain likely charges and seek authorisation before attending where reasonably practicable. Once a chargeable attendance is authorised, callout, travel and assessment labour may remain payable even if repairs are declined. Urgent proportionate safety work is subject to existing contractual responsibilities and law. We are not obliged to undertake chargeable repairs without agreement unless independently required to act.

7.6 On 1 April each year, beginning 1 April 2027, the initial callout fee and standard hourly rate will increase by the positive annual percentage change in the UK Consumer Prices Index published by the Office for National Statistics for the preceding January. If the change is zero or negative, rates remain unchanged. Revised base rates are rounded to the nearest whole pound; the night rate remains 150% of the revised standard rate. Current rates are available on request. This does not alter fixed annual hire prices.

7.7 No additional charges apply to attendance needed to remedy defective equipment, faulty installation, fair wear and tear, our negligence or our breach.

7.8 Residential customers are charged for additional attendance only where clearly explained and agreed or otherwise lawfully recoverable, consistent with their responsibilities and consumer law; weather or vandalism beyond their reasonable control does not automatically create liability.

8. Contract Duration and Multi-Christmas Agreements

8.1 The quotation sets the contract duration, whether one, two, three or more Christmas seasons. Customers entering multi-Christmas agreements commit to the specified number of seasons.

8.2 Annual price, included services, instalments and any agreed adjustments are as quoted. Expressly fixed annual prices remain fixed unless varied by mutual written agreement. Additional items, sites or services may be separately quoted.

8.3 Agreements end automatically at the agreed term, without automatic renewal. Renewal or extension requires mutual agreement.

8.4 Where a commercial customer terminates without contractual or legal entitlement, we may recover reasonable direct losses including incurred costs, unrecovered investment in scheme-specific decorations and demonstrable losses, accounting for saved costs, reusable stock and reasonable mitigation. We will not automatically demand all remaining annual fees. Residential termination charges must be fair and proportionate under consumer law.

9. Quotations, Fees and Deposits

9.1 Prices and services are as quoted. Commercial prices exclude VAT unless stated otherwise; consumer quotations will clearly show VAT-inclusive totals.

9.2 Deposits and instalments are specified in the quotation and may support design, preparation, stock procurement and labour allocation. On cancellation, we may retain or recover reasonable loss subject to law; deposits are not automatically non-refundable in all circumstances.

9.3 We will not add expenses for services included in an agreed fixed price. Scope changes and additional work will be separately agreed and priced where practicable. Quoted out-of-hours installation charges apply as specified. Additional callouts are governed by Section 7.

10. Cancellation and Changes

10.1 Customers should give written notice promptly if wishing to cancel or amend.

10.2 Commercial cancellations after acceptance may incur reasonable committed costs, work undertaken and direct losses, allowing for saved costs and mitigation. Expressly agreed cancellation provisions apply only to the extent permitted by law.

10.3 Residential customers retain applicable statutory cancellation rights, including any relevant 14-day cancellation right. Where required, we will provide prescribed cancellation information and a cancellation form.

10.4 Where a residential customer expressly requests services during a statutory cancellation period, payment for work performed before cancellation is subject to the applicable statutory conditions. Different rules for particular goods or services take precedence.

10.5 Changes to dates, design or scope are subject to availability and any agreed additional costs. We do not impose disproportionate cancellation penalties.

11. Dismantling, Collection and Return

11.1 Unless the quotation says otherwise, we arrange dismantling and collection after the agreed period. The customer must provide reasonable access.

11.2 Customers must not dismantle, pack, transport or store hired items unless authorised or expressly required by the quotation. Where customer-managed dismantling, storage or return is agreed, the quotation will specify the arrangements, and commercial customers remain responsible under Section 4 during those activities.

11.3 Reasonable costs arising from customer-caused collection delays may be charged. Risk ends when we regain possession, except for earlier loss or damage for which the customer remains responsible.

12. Liability

12.1 We will exercise reasonable care and skill. Nothing excludes liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or liability that cannot lawfully be limited. Residential statutory rights remain unaffected.

12.2 For commercial customers, subject to clause 12.1 and applicable law, our aggregate liability connected with the contract is limited to total fees payable under that contract only to the extent reasonable and enforceable. We exclude indirect or consequential loss, lost profits, business or anticipated revenue to the extent permitted by law.

12.3 These limits do not remove liability for defective equipment, faulty installation, negligence or breach where exclusion is unlawful. Neither party may recover twice for the same loss.

13. Subcontractors and Personnel

13.1 We may use suitably competent employees and subcontractors and remain responsible for our contractual obligations and work undertaken on our behalf.

13.2 Customers must not knowingly interfere with safe working. No automatic employee introduction fee applies; any separate non-solicitation agreement must be expressly agreed and enforceable.

14. Design and Intellectual Property

14.1 Our original designs, concepts, drawings, proposals and creative materials remain our intellectual property unless otherwise agreed.

14.2 Customers may use supplied designs for the agreed installation but must not reproduce or commercially exploit them without permission except where legally entitled. Customer branding remains its owner's property.

15. Photography and Marketing

15.1 We may photograph completed installations for operational records and quality assurance, subject to law and reasonable site restrictions.

15.2 Commercial customers grant permission for appropriate photographs of completed installations to be used in our portfolio, website, social media and promotional materials unless otherwise agreed in writing. We will respect reasonable written confidentiality, security, brand and photography restrictions.

15.3 We will avoid unnecessary disclosure of confidential or security-sensitive information and will not intentionally feature identifiable people without appropriate permission or another lawful basis.

15.4 Residential installation photographs will not be published for promotion without separate permission. Customers may raise concerns about published images, which we will consider promptly and reasonably.

16. Data Protection

16.1 We process personal information in accordance with UK data protection law to manage enquiries, quotations, bookings, installations, payments and communications.

16.2 Information may be shared with employees, subcontractors, advisers and service providers where reasonably necessary or legally required. Any separate legally required processor terms will be agreed where we act as processor for a commercial customer.

16.3 For details, see our privacy notice or contact hello@christmasmakers.co.uk.

17. Events Beyond Reasonable Control

17.1 Neither party is liable for service failure or delay caused by events beyond reasonable control, subject to law. The affected party must notify the other and take reasonable steps to mitigate disruption.

17.2 Where performance is prevented for a prolonged period, parties will discuss postponement, alternatives or termination.

17.3 This section does not automatically displace the commercial customer's agreed responsibility for physical loss of or damage to hired items under Section 4, or override consumer rights.

18. Termination

18.1 Either party may terminate for an irremediable material breach or where a remediable material breach remains uncorrected after reasonable written notice.

18.2 We may suspend services for materially overdue payment on reasonable notice where appropriate, or terminate where continued performance is unlawful or unacceptably unsafe.

18.3 Termination does not affect accrued payments, our ownership or liability for earlier loss or damage. Financial consequences are assessed under Sections 8–10 and law.

19. Payment and Late Payment

19.1 Payment follows the quotation; otherwise invoices are payable within 14 days.

19.2 For commercial customers we may charge statutory interest and recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 where applicable. Any residential late-payment charge must be reasonable, transparent and lawful.

19.3 We may suspend further services for materially overdue payments after reasonable notice, subject to law. Payments are in pounds sterling unless agreed otherwise.

20. Communications and General

20.1 Contract notices may be sent by email or other agreed written means. Delay in exercising rights is not waiver.

20.2 Invalid provisions may be severed where legally possible without affecting remaining provisions. Neither party may assign the contract without consent except as legally permitted or expressly agreed.

20.3 Nothing creates a partnership or employment relationship between the customer and The Makers Collection Limited.

21. Governing Law

21.1 These terms are governed by the laws of England and Wales.

21.2 Commercial disputes are subject to the courts of England and Wales subject to mandatory law. Residential customers retain applicable consumer jurisdiction and remedy rights.

THE CHRISTMAS MAKERS • END OF TERMS & CONDITIONS