

SET Terms & Conditions
May 2021

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS MAY HAVE CHANGED SINCE YOU LAST ACCESSED OR USED THE SERVICES.

BY PURCHASING OR HIRING PRODUCTS OR OTHERWISE ACCESSING OR USING ANY PART OF THE SERVICES, YOU AGREE TO THESE TERMS AND CONDITIONS.

The following Terms of Service (“Terms”) between (“You” or “Your”) and SET, a general partnership (“We”, “Our”, “Us”, or “SET”) describes the terms and conditions on which you may access and use the SET website located at www.set-table.co.uk (the “Site”) and related services including SET Products (together with the Site and the SET Content, as defined below, the “Services”). By accessing or using any of the Services, you acknowledge that you have read, understood, and agreed to be bound by these Terms.

ABOUT THE SERVICES

1. Introduction

1.1. The Services include the hire and sale of luxury tableware supplies, decor, and related services (“Products”). This agreement sets out the terms and conditions that apply to Your hire or purchase of any Product and the terms and conditions which apply to Services which are unrelated to the Products.

2. Eligibility

2.1. Children under the age of 18 may not use the Services. Parents or legal guardians may not agree to these Terms on their behalf.

3. Modification of the Services or the Terms

3.1. SET may modify, suspend, or discontinue the Services at any time for any reason.

3.2. SET will use reasonable efforts to notify You of material changes to these Terms by posting a notice on the Site and/or sending an email to the email address You provided to SET.

4. Privacy

4.1. We will process your personal data as explained in our website privacy notice ('Privacy Notice') which can be found at: www.set-table.co.uk.

5. Service Expectations and Restrictions

5.1. You acknowledge and agree that We may place limits on the hire or purchase of Products.

5.2. We reserve the right to limit, cancel, or prohibit any hire or sale of Products for any reason in Our sole discretion, which is absolute, including but not limited to availability and geographic concerns.

PART A – RENTAL OF PRODUCTS

DEFINITIONS

“SET Styles” – refers to the hire of table settings as available on our Site under ‘SET Styles’

“Bespoke” – refers to any hire not part of the ‘SET Styles’

The following conditions apply to the rental of any Product.

1. Product Hire

- 1.1. Hired goods remain the property of SET at all times.
- 1.2. Prices quoted are for a 24-hour hire period only and are exclusive of VAT. Prices are set as agreed but may vary should any tax changes take place (of which We would notify you). Extended hire terms are available on request.
- 1.3. From the time of delivery through to the time of collection, You shall be responsible for all lost or damaged Products. You are fully responsible for the Products whilst in your care. No insurance is provided by SET.
- 1.4. The hire fee (the "Hire Fee") for the Product will be the total of the hire cost, delivery charges, a loss and damage deposit of £100 (the "Damage Deposit") and any other additional costs (including the set up of Your table) listed on the booking confirmation.
- 1.5. If the booking confirmation is accepted, SET will send an invoice which will be payable within seven (7) days regardless of how far in advance Products are reserved.
- 1.6. For SET Styles and Bespoke orders, SET will only consider an order confirmed once payment has been received in full. When payment has been made, You have secured all of the items listed in your booking confirmation and your enquiry becomes an order. If You wish to change items from the order, SET will check the availability but cannot guarantee that additional or alternative goods will be available.
- 1.7. If any changes are made to the order after the order has been confirmed and payment has been made, any such additions are subject to the same Terms.

2. Payment Terms

- 2.1. SET will issue a payment request by email for the Hire Fee in order to confirm Your booking for the specified date.
- 2.2. If the Hire Fee is not settled by the date stated, SET may release the goods to other interested parties.
- 2.3. Details for an electronic transfer payment are as follows:
Account Name: SET
Account Number: 43175485
Sort Code: 60-83-71
- 2.4. When processing an electronic payment, the order number should be used as the payment reference so that funds are allocated accordingly.

3. Refundable Damage Deposit

- 3.1. As part of the Hire Fee, a Damage Deposit will be taken.
- 3.2. If goods or packaging are lost or damaged, SET will inform You of the cost (the "Damage Costs") which shall be calculated in accordance with the damages cost list available within these Terms.
- 3.3. The Damage Deposit less any Damage Costs will be refunded to You after SET has inspected the wares on their return and following receipt of payment details from You.
- 3.4. If the Damage Costs exceed the Damage Deposit, SET shall provide an additional itemised invoice which You are required to pay in full within seven (7) days of receipt.

4. Cancellations and Postponements

- 4.1. All cancellations must be confirmed by email.
- 4.2. You may cancel Your order subject to the following cancellation fees and policies.
- 4.3. Any order cancellation made fourteen (14) or more days in advance of the delivery date will be refunded following receipt of payment details. Cancellations made less than fourteen (14) days to the

delivery date will incur a 100% charge of the Hire Fee.

4.4. Should You wish to postpone your event to a later date, You may be subject to a cancellation fee as per the Terms above, depending on the new delivery date required.

DELIVERY & USE OF THE PRODUCTS

5. Use of the Products

5.1. It is Your responsibility to ensure that all information, including but not limited to, Products hire list, quantities, delivery/collection information and timing etc is accurately listed. Exact address and contact details must be provided to ensure accurate delivery. SET is not responsible for inaccurate information provided.

5.2. By hiring Products from SET you agree that it is for a legitimate purpose and not to engage in unfair and/or illegal business activities or competition.

5.3. You agree to treat the Products with reasonable care. You are responsible for failure to return, loss, destruction and damage to the Products for any reason other than normal wear and tear. Normal wear and tear includes minor stains, scratches or other minor damage. For the avoidance of doubt, it does not include spilt wax on tableware or noticeable, irremovable stains.

5.4. Where the provisions of paragraph 3 above apply or you return a Product damaged beyond normal wear and tear, You authorize SET to charge Damage Costs.

5.5. All Products will be delivered clean and ready to use. All Products must be rinsed before being returned and repackaged for collection.

5.6. Under no circumstances should scourers or abrasives be used on any Products.

5.7 Where stated on the delivery checklist please do not rinse items in a dishwasher.

6. Delivery of the Products

6.1. A delivery time is to be agreed with You. For Products hired over a weekend, We will usually deliver to You on Friday afternoon and collect from You on Monday morning unless otherwise agreed.

6.2. Any guarantees or representations made as to delivery times are subject to any delays resulting from occurrences beyond our control for which We will not be responsible.

6.3. If there is a delay in delivering the Products, then where We are aware, We will inform You of this via email or telephone (wherever possible) and the Product will be despatched as soon as We can.

6.4. Delivery of the Product will occur when the Product is delivered to the address You provide us with. You are responsible for the Product when delivery has taken place.

6.5. There must be someone present for both the delivery and collection to sign and receive the Products. SET requires a contact telephone number for the individual who will receive the goods and be present for collection.

6.6. If We are unable to deliver or collect the Products, due to You not being present at the address or not re-packing the Products on time for collection, you will be charged a Fee for the re-attempted delivery or collection. This fee will be deducted from the Damage Deposit or by way of invoice which You are required to pay in full within seven (7) days of receipt.

6.7. We will only take Products to the ground floor at the address You have specified for a delivery, except where you have explicitly requested our set up service, where in consideration for an additional fee, We shall deliver the Products no more than 1 floor up and 1 floor down, noting that any more than this, then We may require there to be a useable elevator at the delivery address.

6.8. SET is not required to move any third party's furniture. If help is given by SET, under no circumstances would SET be held responsible for any damages that may occur as a result.

6.9. You are responsible for ensuring that Your delivery/collection instructions and arrangements are consistent with parking restrictions. SET reserves the right to pass on to You the cost of any fines incurred due to delivery/ collection instructions which neglect or ignore parking restrictions.

6.10. In all cases, we require You to have provided Us with a delivery location where there is parking not

more than 50 metres from the delivery address, which We can use in order to facilitate delivery of the Products. Where there is no such parking, We reserve the right to charge an additional fee for delivery.

6.11. The standard delivery or collection time on site for orders is no more than 30 minutes, if the driver of SET is required to wait for more than 30 minutes SET may charge £15 per 15 minutes waiting.

6.12. Upon delivery, You bear responsibility for the Products. Where this is under Your instructions, SET does not bear liability for Products left unattended in an insecure delivery location. SET has the right not to leave goods unsigned. In the instance that We are required to arrange re-delivery, You agree to be charged an additional delivery fee.

6.13. It is admitted that the individual signing the delivery note had the opportunity to inspect the Products and confirm they are received in good condition.

6.14. If You find defective, missing or incorrect goods, You must notify SET as soon as possible after delivery by emailing hello@set-table.co.uk with details and/or photographic evidence. Otherwise, You shall be deemed to have accepted the goods in their condition as-is.

6.15. No variations to order or delivery or collection arrangements can be taken by drivers unless confirmed by email.

7. Undertakings & Warranties

7.1. The following are the limited warranties SET provides in connection with Product hire; and SET's liability to You for failure to comply with any of these warranties is limited to timely delivery of Product conforming to the warranties or a refund of the Hire Fee as determined by SET.

7.2. Subject to availability, We will deliver the Products You ordered, including the specified size, colour and design, on or before the delivery date for which You ordered them, except in the event that the Product is damaged beyond repair or there is an occurrence subsequent to the placing of the order that prevents timely delivery.

7.3. In such event, We will use reasonable efforts to notify You that the Product is unavailable. If We are able to reach You, You will be entitled to choose any available hire Product to replace the unavailable Product. If We are unable to reach You, You acknowledge and agree that We may send You a reasonable substitution replacement product of the same or greater value. Products may appear slightly different in colour and style than as displayed on the Site.

7.4. The Products will be cleaned and delivered ready to use. SET cleans and inspects each Product with the utmost care. Use of the Product is at Your own risk and save for death or personal injury, SET shall not be held liable for any health-related complaints associated with any Product.

7.5. We shall not be responsible, in any circumstances, for any matter which, acting reasonably, is outside of our control.

8. Return of the Products

8.1. You agree to rinse and carefully pack the Products for return in the packaging provided on or before the return date specified on Your booking confirmation.

8.2. With the delivery of the Product, SET will provide You with SET boxes as well as instructions for re-packing the Products ready for the agreed scheduled collection.

8.3. Table linen must not be returned or stored damp or wet and should be without stains or marks which cannot be removed with laundering. Damage resulting from mildew or other stains and burn marks that will not respond to laundering will be charged as a Damage Cost.

8.4. All packaging is considered part of the Hire cost and all boxes, cartons, linen bags and protective equipment are to be returned dry and intact. A charge will be made for all non-returned or damaged items.

8.5. You must return the Product by making the Product available for pick-up by SET at the agreed upon location by the agreed upon time. You are solely responsible for the Product until it has been collected by SET.

8.6. If We are unable to collect the Products at the agreed scheduled time, due to You not being present at

the address or not re-packing the Products on time for collection, you will be charged a Fee for the re-attempted delivery or collection. This fee will be deducted from your Damage Deposit.

8.7. We are not responsible for any personal or other items left in the Products or which are returned to SET in the packaging. SET will attempt to locate such items at a customer's request but assume no liability for doing so.

8.8. In the event that any goods which do not belong to SET are returned to the SET premises, such goods will be held on site for a maximum of 2 months, after which the goods will be disposed of. It is Your responsibility to arrange collection.

8.9. For an additional fee, You may extend Your order for a Product by contacting us, provided that any extensions are subject to other orders for that Product.

8.10. Drivers collecting goods are not authorised to return deposits or check goods.

9. Late Fees

9.1. If You prevent or delay the scheduled collection of the Product, a late fee will be payable by You, to Us. The late fee shall be applied for each day that your return of the Products is delayed beyond the scheduled return date; and in all circumstances, shall be between 30% - 100% of the original Hire fee (less delivery charges), dependent on whether the Products were expected for a new booking, per day for each day of delay, pursuant to a further invoice, which (as necessary) will include any charges referred to in paragraph 9.2.

9.2. The late fee is payable for each order of Products that is not returned when due. If You have not returned a Product within seven (7) days after the return date for the Product, Your late return will be considered a non-return and SET will charge as a Damage Cost, in addition to any other charges identified above.

9.3. Late fees will be deducted from the Damage Deposit. If the Late fees and Damage Costs exceed the Damage Deposit, SET shall provide an additional itemised invoice which You are required to pay in full within seven (7) days of receipt.

PART B – USE OF SERVICES

1. Online Services

1.1. All content and information available through the Services, including but not limited to product descriptions and specifications, product photos, advice from SET staff and photos and comments from other users ("SET Content") is available to You on an "as is" basis and is to be used for general information purposes only.

1.2. The SET Content is provided with the understanding that such information does not constitute professional advice or services. As such, You agree not to rely upon or use any SET Content as a substitute for consultation with professional advisors. As used in these Terms, the Services include the SET Content.

1.3. We may update the SET Content, including Product description and specifications, as We deem appropriate and without notice to You.

2. Third Party Content

2.1 The Services may contain links or references to non-SET websites, products, services or other materials or content ("Third-Party Content"). SET is not responsible for any Third-Party Content or the actions of those that provide or use such Third-Party Content. Any Third-Party Content is independent from SET, and SET has no control over the Third-Party Content. In addition, a link to any Third-Party Content does not imply that SET endorses, approves of or accepts any responsibility for the Third-Party Content or its provider, or vice versa.

2.2. For the avoidance of doubt, the fresh flowers provided as part of SET Gold are Third Party Content although will be delivered to you with the SET Products.

3. *Acceptable Use Policy*

3.1 No part of the Services, including the SET Content, may be reproduced or transmitted in any form, by any means, except that SET authorises You to view, copy, download, and print SET Content (such as press releases and FAQs) that is available on the Site, provided that: (a) You use the SET Content solely for Your personal, non-commercial, informational purposes; (b) You do not modify the SET Content; and (c) You do not remove any copyright, trademark, and other proprietary notices on the SET Content.

4. *Use of the Services*

4.1 You may not use the Services to: (i) transmit any content, information or other materials that are, or which SET considers in its sole discretion to be, unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, hateful or threatening to any group defined by race, religion, gender, national origin or sexual orientation, obscene, lewd, lascivious, violent, harassing or otherwise objectionable, including without limitation expressions of bigotry, prejudice, racism, hatred or profanity; (ii) sell or promote any products or services, including any controlled pharmaceutical substances, tobacco, fire arms, or alcoholic beverages; (iii) introduce viruses, worms, Trojan horses and/or harmful code; (iv) display material that exploits children under 18 years of age; (v) post any content, information or other materials that infringe, misappropriate or violate any intellectual property or other right of any third party; (vi) promote or solicit any business or promote, solicit or participate in multi-level marketing or pyramid schemes; impersonate any other person, including but not limited to, an SET representative; (vii) post, collect or disclose any personally identifying information (including account names) or private information about children or any third parties without their consent (or their parent's consent in case of a child under 13 years of age); (viii) post or transmit any unsolicited advertising, promotional materials, or any other forms of solicitation, including without limitation solicitations of credit card numbers, solicitations for sponsors, or promotion of raffles or contests; or (ix) violate any applicable local, state, national or international laws or regulations.

4.2 You also agree that You will not (and will not attempt to or permit any third party to): reverse engineer, decompile, disassemble, translate, derive the source code for, interfere with, rent, sell or lease the Services, any part thereof or access thereto.

5. *Your Content*

5.1. If You post, upload or make available to SET, or otherwise submit to or through SET as part of Your use of the Services, any information, data, text, images, files, links, software, chat, communication or other materials, including but not limited to photos and reviews relating to Your use of the Products ("Your Content"), You hereby grant to SET a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable (in whole or part) worldwide license to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works based upon, perform and otherwise exploit Your Content and Your name, image, voice, likeness and/or other biographical information or material in connection with Your Content, in whole or in part, in all media formats and distribution methods now known or hereafter devised (including on the Site, in email and other promotional campaigns and on third party sites promoting the Services) in connection with the Services, including but not limited to advertising, promoting, and marketing the Services, all without further notice to You, with or without attribution, without limitation as to frequency, and without the requirement of any permission from or payment to You or to any other person or entity.

5.2. You waive any right to inspect or approve any of Your Content or any use of Your Content. By submitting Your Content, You represent and warrant that Your Content and Your communication conform to these Terms, and that You own or have the necessary rights, licenses, consents and permissions, without

the need for any permission from or payment to any other person or entity, to exploit, and to authorize SET to exploit, Your Content in all manners contemplated by these Terms.

5.3. You waive all moral rights in Your Content which may be available to You in any part of the world and confirm that no such rights have been asserted. None of Your Content will be subject to any obligation, whether of confidentiality, attribution or otherwise, on Our part and We will not be liable for any use or disclosure of any Your Content.

6. *Feedback*

6.1. By sending Us any feedback, ideas, suggestions, documents or proposals (“Feedback”), You grant to Us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works of, publish, distribute, sublicense and otherwise exploit the Feedback, and You waive all moral rights in the Feedback which may be available to You in any part of the world and confirm that no such rights have been asserted.

6.2. You represent and warrant that the Feedback does not contain any confidential or proprietary information of any third party, and that SET may use Your Feedback without restriction or obligation to You or any third party.

PART C: TERMS AND CONDITIONS APPLICABLE TO ALL PRODUCTS AND SERVICES

1. *Indemnification for Breach*

1.1. By using the Products and Services, You agree to indemnify, hold harmless and defend SET and its officers, agents and affiliates from any claims, damages, losses, liabilities, and all costs and expenses including but not limited to legal fees, resulting directly or indirectly from a claim by a third party that is based on Your use of the Services in violation of these Terms.

2. *Communications*

2.1. By using the Services, You consent to receive communications from Us where such communications may be for the purpose of notifying You of the status of Your order, sending you reminders, and providing You with other information relevant to the Services you have purchased; and

2.2. You consent to receiving periodic marketing and sales information describing our Services as they may change over time.

2.3. We will not pass on any information you provide to us, to any third party, unless required to do so by law or, in order to provide the Services.

2.4. We acknowledge Your right to opt out of receiving communications by contacting us directly at hello@set-table.co.uk.

3. *Intellectual Property*

3.1. The Services, including the SET and all intellectual property rights in and to the Products and Services and any changes, modifications or corrections, are the property of SET and its affiliates and licensors, and are protected from unauthorised copying and dissemination. SET and its affiliates and licensors reserve all rights in and the Services not granted expressly in these Terms.

3.2. Where You are found to have breached the provisions of this paragraph, You hereby agree to indemnify SET, without limitation and upon demand, for all resulting costs, loss and related legal costs, including costs of enforcement against You, including consequential loss.

4. *Disclaimer of Warranties, Limitation of Liability*

4.1. The limited warranties set out in Part A paragraph 7 for hire apply only to You and may not be assigned, sold or transferred to any third party. No other warranties are granted by SET in connection with the Services or Products. The limited warranties shall not apply to any matters arising from Your violation of these Terms.

4.2. Your sole and exclusive remedy and SET's sole and exclusive liability for a breach by SET of the limited warranties set out in Part A paragraph 7 shall be, at SET's option, SET's use of its commercially reasonable efforts to replace the non-conforming Product in a timely manner or a refund of Your Hire Fee, as applicable.

5. Disclaimer of Warranties

5.1. Except for the limited warranties set out in Part A paragraph 7 the Services and Products are provided "as is" without any express or implied warranties, including without limitation the warranties of merchantability, quality or fitness for a particular use. Specifically, but without limitation, SET does not warrant that: (i) the Services, including the SET content, are correct, accurate, reliable or complete; (ii) the Services will be uninterrupted or error-free; (iii) defects will be corrected, (iv) the Services or the server(s) that makes the Services available are free of viruses or other harmful components, or (v) the Products will be fit for your intended purpose or otherwise accord with your expectations.

6. Limitation of Liability

6.1. Nothing in these Terms limits any liability which cannot legally be limited, including but not limited to liability for:

6.1.1. death or personal injury caused by Our negligence, or the negligence of Our personnel, agents or subcontractors; and

6.1.2. fraud or fraudulent misrepresentation.

6.2. Save for any matters referred to above, under no circumstances shall SET be liable for any damages of any kind, including without limitation direct, indirect, incidental, special, consequential, exemplary, multiple or other damages arising out of or in connection with the use of, or the inability to use, the Services and/or the Products, even if We have been advised of the possibility of such damages. Your sole and exclusive remedy hereunder shall be to discontinue your use of the services and terminate these terms.

7. Entire Agreement

7.1. These Terms are the entire agreement between You and SET relating to the subject matter herein and shall not be modified except by SET in accordance with these Terms, or as otherwise agreed in writing by You and SET. No employee, agent or other representative of SET has authority to bind SET with respect to any statement, representation, warranty, or other expression not specifically set forth in these Terms.

8. Severability and Waiver

8.1. If any part of these Terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

8.2. The failure of a party to require performance of any provision will not affect such party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of these Terms or any provision of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

9. Assignment

9.1. You may not assign or transfer these Terms or any of Your rights or obligations under these Terms. SET may assign these Terms at any time without notice to You.

10. *Force Majeure*

10.1. SET will not be liable for or be in breach of these Terms on account of any delay or failure to perform as required by these Terms as a result of any cause or condition beyond SET's reasonable control.

11. *Governing Law and Exclusivity*

11.1. This agreement is governed by the laws of England. Any dispute may be submitted to the non-exclusive jurisdiction of the English courts.

Damages Costs List

Replacement cost for damages and breakages per item

Glassware	£	Plates	£	Cutlery	£
Rose quartz wine glass	20	Gold rim starter plate	20	Gold main knife	10
Rose quartz water tumbler	20	Gold rim main plate	26	Gold starter knife	10
Amber wine glass	9	Gold and blue deep bowl	35	Gold main fork	10
Amber water tumbler	5	Cream stoneware starter	8	Gold starter fork	10
Fluted red wine glass	6	Cream stoneware main plate	13	Gold dessert spoon	10
Fluted white wine glass	6	Jungle porcelain plate	15	Gold teaspoon	8
Fluted water tumbler	6	Porcelain splodge plate	27	Tortoiseshell main knife	17
Amber carafe	21	Porcelain pink design plate	29	Tortoiseshell starter knife	14
Fluted glass carafe	21	Gold bread plate	10	Tortoiseshell main fork	13
Glass jug bamboo handle	15	Brushed gold plate	13	Tortoiseshell starter fork	12
Champagne saucer	10			Tortoiseshell dessert fork	12
				Tortoiseshell dessert spoon	13
				Tortoiseshell teaspoon	10
Table Linen	£	Placemats	£		
Cinnamon linen napkin	5	Blue wax linen placemat	20		
Flax Linen napkin	5	Green wax linen placemat	20		
True Blue Table Runner	50	Mango wooden charger	25		
Tickled Pink Tablecloth	100				
My Tribe tablecloth	100				
My Tribe runner	50				
Organic White Tablecloth	20				
Baby Blue linen napkin	3				
Vases	£	Candle holders	£		
Green glass vase	10	Glass votive	3		
Glass bud vase	5	Yellow candle holder	15		
Cactus small vase	5	Brass candleholder	8		
Cactus large vase	7	Coffee coloured votive	8		
Blue round vase	10	Green portable table lamp	75		
Ceramic bottle vase small	5				
Ceramic bottle vase medium	5				
Tea Sets					
Eastern Promise	£	The Argyle	£		
Teacup and/or saucer	7	Teacup and/or saucer	7		
Tea plate	7	Milk jug	7		
Tea pot vase	15	Gold plate	13		
Sugar pot/small bowl	7	Cake plate	7		
Milk jug	7				
Gold charger plate	13				
Pressed glass cake stand	15				