

TERMS & CONDITIONS

These Terms & Conditions ("Terms") govern the hire of equipment and the provision of services supplied by **Event Gazebos**, a trading name of **Manifested Dreams Group Ltd** ("the Company").

By accepting a quotation, paying a booking deposit, placing an order, or otherwise instructing the Company to proceed with a Booking, the Customer acknowledges that they have read, understood and agree to be legally bound by these Terms.

1. DEFINITIONS

1.1 Company

"The Company" means **Manifested Dreams Group Ltd**, trading as **Event Gazebos**.

1.2 Customer

"The Customer" means the individual, business, organisation, charity, school or other entity entering into a contract with the Company.

1.3 Equipment

"Equipment" means all gazebos, marquees, furniture, flooring, lighting, heating, accessories and any other items supplied by the Company as part of the hire agreement.

1.4 Hire Period

"Hire Period" means the period commencing upon delivery of the Equipment and ending upon its collection by the Company.

1.5 Booking

"Booking" means the agreement between the Company and the Customer for the hire of Equipment and/or related services.

1.6 Booking Deposit

"Booking Deposit" means the non-refundable payment required by the Company to secure a Booking.

1.7 Booking Confirmation

"Booking Confirmation" means the written confirmation issued by the Company confirming that a Booking has been accepted.

1.8 Venue

"Venue" means the delivery location specified on the Booking Confirmation.

1.9 Delivery Window

"Delivery Window" means the agreed period during which the Company will attend the Venue to deliver and install the Equipment.

1.10 Collection Window

"Collection Window" means the agreed period during which the Company will return to dismantle and collect the Equipment.

2. COMPANY INFORMATION

2.1

Event Gazebos is a trading name of **Manifested Dreams Group Ltd**, a company incorporated and registered in England and Wales.

Registered Company Name: Manifested Dreams Group Ltd

Trading Name: Event Gazebos

Company Registration Number: 17146960

Registered Office: 128 City Road, London, EC1V 2NX

2.2

Throughout these Terms & Conditions, references to **"Event Gazebos"**, **"we"**, **"our"** or **"the Company"** shall mean **Manifested Dreams Group Ltd trading as Event Gazebos**.

2.3

These Terms & Conditions shall apply to all quotations, Bookings, hire agreements and services supplied by the Company unless otherwise agreed in writing.

2.4

The Company reserves the right to amend these Terms & Conditions at any time. The version of these Terms & Conditions in force at the date a Booking is confirmed shall apply to that Booking.

3. QUOTATIONS, BOOKINGS & CONTRACT FORMATION

3.1 Quotations

All quotations issued by the Company are provided free of charge and are valid for the period stated within the quotation unless otherwise specified.

The Company reserves the right to amend or withdraw any quotation at any time prior to a Booking being confirmed.

3.2 Availability

All quotations are subject to equipment availability at the time a Booking is confirmed.

The issue of a quotation does not reserve equipment or guarantee availability.

3.3 Booking Acceptance

A Booking shall only be deemed accepted when:

a) the required Booking Deposit (or full payment where applicable) has been received by the Company; and

b) a Booking Confirmation has been issued by the Company.

Until both conditions have been satisfied, no contract shall exist between the Customer and the Company.

3.4 Booking Deposits

A non-refundable Booking Deposit of **50% of the total Booking value** is required to secure all Bookings unless otherwise agreed in writing.

The Booking Deposit reserves the Equipment, delivery slot and installation team for the agreed event date.

3.5 Final Balance

We strongly advise that the final balance is paid in full no later than seven (7) calendar days before the scheduled delivery or event date. Where a Booking is made within seven (7) calendar days of the scheduled delivery or event date, full payment is required at the time of Booking.

The remaining balance must be paid in full and received in cleared funds no later than seventy-two (72) hours before the scheduled delivery or event date. This allows sufficient time for the Company to commence operational preparations. The Booking will not progress to the operational preparation stage until payment has been received in full. Operational preparations include, but are not limited to, the preparation, loading and dispatch of Equipment.

3.6 Failure to Pay

Where payment has not been received in full and in cleared funds by the due date, the Company reserves the right to delay, suspend or cancel the Booking. In such circumstances, the Company shall not be obliged to commence operational preparations or deliver, install or dispatch any Equipment until all outstanding sums have been paid in full and received in cleared funds. The Customer shall remain liable for all outstanding sums due under these Terms & Conditions.

3.7 Booking Amendments

Requests to amend a Booking must be submitted in writing as soon as reasonably possible.

Customers should review their Booking Confirmation upon receipt and notify the Company immediately if any details are incorrect.

Whilst the Company will make every reasonable effort to accommodate requested amendments, changes cannot be guaranteed, once preparations for the Booking are underway, and all amendments remain subject to availability.

Additional charges may apply where amendments result in increased costs or additional resources.

3.8 Additional Equipment

Any additional Equipment requested after a Booking has been confirmed shall be subject to availability and may require immediate payment before delivery.

3.9 Customer Information

The Customer is responsible for ensuring that all information supplied to the Company, including delivery address, contact details, event times and venue information, is accurate and complete.

The Company shall not be liable for any delay, additional cost or inability to fulfil a Booking arising from incorrect or incomplete information supplied by the Customer.

3.10 Booking Reference

Upon acceptance of a Booking, the Company shall issue a unique Booking Reference.

The Customer should quote this reference in all correspondence relating to the Booking.

3.11 Right to Refuse a Booking

The Company reserves the right to refuse or cancel any Booking where it reasonably believes that fulfilling the Booking would:

- compromise the safety of its staff;
- place Equipment at unreasonable risk;
- breach any law or regulation;
- damage the reputation of the Company; or
- otherwise be unsuitable or impractical to fulfil.

Where a Booking is cancelled by the Company under this clause before delivery, any monies paid by the Customer, excluding any sums properly retained under these Terms & Conditions, shall be refunded.

4. CANCELLATIONS & AMENDMENTS

4.1 Customer Cancellation

The Customer may cancel a Booking at any time by providing written notice to the Company.

The effective date of cancellation shall be the date on which the Company receives written confirmation from the Customer.

4.2 Booking Deposit

The Booking Deposit is **non-refundable** under all circumstances unless otherwise agreed in writing by the Company.

The Booking Deposit represents the reservation of Equipment, delivery capacity and installation resources and compensates the Company for loss of business arising from the cancelled Booking.

4.3 Cancellation Charges

Where a Customer cancels a Booking after the Booking Deposit has been paid, the following charges shall apply:

- More than 7 calendar days before the event date – Booking Deposit retained.
 - 7 calendar days or less before the event date – 100% of the total Booking value becomes payable.
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4.4 Failure to Pay

Failure to pay the outstanding balance shall not constitute cancellation of a Booking.

Where payment has not been received by the agreed due date, the Company reserves the right to cancel the Booking and recover any outstanding sums due under these Terms & Conditions.

4.5 Postponements

Where possible, the Company will make reasonable efforts to accommodate requests to postpone a Booking.

Any postponement shall be entirely at the Company's discretion and subject to Equipment availability, staff availability and operational commitments.

A postponed Booking shall not constitute a cancellation.

4.6 Customer Amendments

Requests to amend a confirmed Booking must be submitted in writing.

The Company will use reasonable endeavours to accommodate requested amendments but cannot guarantee availability.

Additional charges may apply where amendments increase the value of the Booking or require additional resources.

4.7 Reduction of Equipment

Where the Customer requests a reduction in the quantity of Equipment after a Booking has been confirmed, the Company reserves the right to decline the request or retain the original Booking value.

4.8 Company Cancellation

In the unlikely event that the Company is unable to fulfil a Booking due to circumstances within its reasonable control, the Company's liability shall be limited to a full refund of any monies paid by the Customer.

The Company shall not be liable for any indirect or consequential loss arising from such cancellation.

4.9 Force Majeure

The Company shall not be liable for any delay, cancellation or failure to perform its obligations where such failure arises from circumstances beyond its reasonable control, including but not limited to:

- Severe weather;
- Flooding;
- Fire;
- Acts of God;
- Government restrictions;
- Road closures;
- Industrial action;
- Civil unrest;
- Terrorism;
- Pandemic or epidemic;
- Any other event beyond the reasonable control of the Company.

Where reasonably possible, the Company will work with the Customer to rearrange the Booking.

5. DELIVERY, INSTALLATION & COLLECTION

5.1 Delivery & Collection

The Company shall deliver, install, dismantle and collect the Equipment at the Venue within the agreed Delivery and Collection Windows specified on the Booking Confirmation.

Delivery and collection times are estimates only and may be affected by traffic, weather conditions, previous installations or other operational circumstances beyond the Company's reasonable control.

5.2 Delivery Windows

The Customer acknowledges that the Company may attend at any time within the agreed Delivery Window.

Whilst the Company will endeavour to contact the Customer when the delivery team is en route, this cannot be guaranteed and should not be relied upon.

The Customer shall ensure that the designated Site Contact is available throughout the agreed Delivery Window.

5.3 Site Contact

The Customer shall nominate a responsible person aged 18 years or over to be present at the Venue during both delivery and collection.

The nominated Site Contact shall have full authority to provide access, approve the installation location and accept the Equipment on behalf of the Customer.

5.4 Access

The Customer is responsible for ensuring that safe and suitable access is available for delivery vehicles and installation personnel.

The Customer shall notify the Company prior to the event of any:

- Restricted access
- Parking restrictions
- Parking permits
- Height restrictions
- Narrow pathways
- Stairs or lifts
- Uneven or sloping ground
- Any other access limitations

Failure to provide accurate access information may result in additional charges or prevent installation.

5.5 Installation Area

The Customer shall ensure that the installation area is:

- Clear of vehicles, furniture and obstructions;
- Safe and suitable for installation;
- Free from hazardous materials;
- Accessible upon arrival.

The Company reserves the right to refuse installation where the proposed location is considered unsafe or unsuitable.

5.6 Rooftop & Elevated Installations

Where Equipment is to be installed on a rooftop, terrace, balcony or any other elevated location, the Customer shall ensure that the proposed installation area is structurally suitable for the safe installation and use of the Equipment.

The Customer is responsible for obtaining all necessary permissions, licences and approvals from the property owner, landlord, managing agent or any relevant authority prior to installation.

The Customer warrants that the installation surface is capable of safely supporting the Equipment, ballast and any associated loading.

The Company reserves the right to refuse, postpone or discontinue any rooftop or elevated installation where, in its reasonable opinion, the location is unsafe, unsuitable or presents an unacceptable risk to persons, property or Equipment.

Additional ballast, specialist installation methods or additional personnel may be required for rooftop installations. Any associated costs will be advised to the Customer prior to the Booking being confirmed.

5.7 Weather Restrictions

The Company reserves the right to delay, modify or cancel any installation where weather conditions, including high winds, storms or other adverse conditions, make installation unsafe.

This particularly applies to rooftop and elevated installations.

The Company's decision regarding the safety of any installation shall be final.

5.8 Underground Services

Where Equipment is secured using ground stakes, the Customer is solely responsible for ensuring that no underground services are present within the installation area.

This includes, but is not limited to:

- Electricity cables
- Gas pipes
- Water pipes
- Drainage systems
- Irrigation systems
- Telecommunications cables
- Any other underground services

The Company accepts no liability for damage to underground services where the Customer has authorised installation.

5.9 Alternative Securing Methods

Where staking is not possible or appropriate, the Company may secure the Equipment using weighted ballast or other suitable methods at its discretion.

Additional charges may apply where alternative securing methods are required.

5.10 Failed Delivery

If delivery cannot be completed due to:

- The absence of the Site Contact;
- Inaccessible premises;
- Unsuitable ground conditions;
- Insufficient access;
- Incorrect address details;
- Failure to obtain necessary permissions; or
- Any other circumstance within the Customer's control,

the Company reserves the right to:

- Charge additional delivery costs;
 - Charge waiting time;
 - Rearrange delivery subject to availability; or
 - Treat the Booking as cancelled.
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5.11 Waiting Time

Where the Company's installation team is delayed due to circumstances within the Customer's control, the Company reserves the right to charge reasonable waiting time together with any additional labour, travel or operational costs incurred.

5.12 Collection

The Customer shall ensure that the Equipment is available for collection during the agreed Collection Window.

The Equipment must remain fully assembled and in the condition in which it was installed.

The Customer shall not dismantle, relocate, alter or interfere with the Equipment unless expressly authorised by the Company.

5.13 Delayed Collection

Where collection is prevented due to circumstances within the Customer's control, the Company reserves the right to recover any additional labour, vehicle, travel and operational costs reasonably incurred.

5.14 Ownership of Equipment

Legal ownership of all Equipment shall remain vested in the Company at all times.

The Customer shall acquire no ownership, title or proprietary rights whatsoever in any Equipment supplied under these Terms & Conditions.

6. CUSTOMER RESPONSIBILITIES

6.1 General Responsibilities

The Customer shall ensure that the Equipment is used safely, responsibly and only for its intended purpose throughout the Hire Period.

The Customer shall take reasonable care of all Equipment supplied by the Company and shall be responsible for its safekeeping until collection.

6.2 Venue Permissions

The Customer is solely responsible for obtaining all permissions, licences and approvals required for the installation and use of the Equipment at the Venue.

The Company shall not be responsible for any costs, delays or losses arising from the Customer's failure to obtain such permissions.

6.3 Safe Use

The Customer shall ensure that:

- The Equipment is not overloaded or misused.
 - No modifications are made to the Equipment.
 - No signage, decorations or fixtures are attached using screws, nails, staples or any method likely to cause damage.
 - The Equipment is not climbed upon or used for any purpose other than that for which it was supplied.
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6.4 Children & Vulnerable Persons

The Customer shall ensure that children and vulnerable persons using or occupying the Equipment are appropriately supervised at all times.

The Company accepts no responsibility for injury resulting from inadequate supervision.

6.5 Weather Conditions

The Customer shall immediately cease use of the Equipment should weather conditions become unsafe.

The Customer shall not use the Equipment during severe weather, including but not limited to:

- High winds
- Thunderstorms
- Lightning
- Heavy snowfall
- Any other conditions that may compromise safety

Where safe to do so, the Customer should contact the Company immediately for further advice.

6.6 Naked Flames & Heat Sources

Unless expressly authorised in writing by the Company, the Customer shall not position or use:

- Barbecues
- Fire pits
- Patio heaters
- Open flames
- Fireworks
- Gas appliances
- Any other heat source

within or immediately adjacent to the Equipment where doing so may create a fire or safety risk.

6.7 Electrical Equipment

Where electrical equipment supplied by the Company is included within the Booking, the Customer shall ensure that any electrical supply used is safe, suitable and complies with all applicable regulations.

The Company accepts no responsibility for power failures or faults arising from the Venue's electrical installation.

6.8 Security

The Customer shall take all reasonable steps to protect the Equipment against theft, vandalism and malicious damage throughout the Hire Period.

6.9 Smoking

Smoking and the use of electronic cigarettes shall not be permitted within any enclosed gazebo or structure supplied by the Company unless expressly authorised by law and by the Company.

6.10 Animals

The Customer shall ensure that animals are kept under appropriate control and do not cause damage to the Equipment.

6.11 Illegal Activities

The Equipment shall not be used for any unlawful, dangerous or antisocial activity.

The Company reserves the right to terminate the hire immediately where it reasonably believes the Equipment is being used for illegal or unsafe purposes.

6.12 Inspection of Equipment

The Customer shall inspect the Equipment upon delivery and notify the Company immediately of any concerns or defects.

Failure to notify the Company at the time of delivery shall be deemed acceptance that the Equipment was delivered in good condition.

6.13 Reporting Damage

The Customer shall notify the Company immediately upon becoming aware of any loss, theft or damage to the Equipment during the Hire Period.

Failure to report damage promptly may result in additional charges where further damage occurs as a consequence.

6.14 Compliance

The Customer agrees to comply with all reasonable instructions issued by the Company relating to the safe use of the Equipment.

Failure to comply with such instructions may result in the immediate termination of the hire without refund.

7. DAMAGE, LOSS & THEFT

7.1 Responsibility for Equipment

The Customer shall be responsible for the Equipment from the time delivery has been completed until it has been collected by the Company.

The Customer shall take all reasonable steps to protect the Equipment from loss, theft, damage, vandalism or misuse throughout the Hire Period.

7.2 Damage

The Customer shall be liable for any loss of or damage to the Equipment occurring during the Hire Period, other than fair wear and tear.

Where Equipment is returned damaged, the Company reserves the right to charge the Customer the reasonable cost of repair or replacement together with any associated labour, transport or administration costs.

7.3 Loss or Theft

The Customer shall immediately notify both the Company and, where appropriate, the Police of any theft, attempted theft or loss of Equipment.

Where Equipment cannot be recovered, the Customer shall be liable for the full replacement value of the Equipment together with any associated costs reasonably incurred by the Company.

7.4 Malicious or Negligent Damage

The Customer shall be responsible for any damage caused as a result of negligence, misuse, vandalism or intentional acts by the Customer, their guests, contractors or any person present at the Venue with the Customer's permission.

7.5 Cleaning

The Equipment shall be made available for collection in a reasonably clean condition.

The Company reserves the right to charge reasonable cleaning costs where Equipment is returned in an excessively dirty condition requiring cleaning beyond that reasonably expected following normal use.

7.6 Prohibited Alterations

The Customer shall not paint, drill, staple, screw, nail, glue or otherwise alter the Equipment without the Company's prior written consent.

The Customer shall be responsible for the cost of repairing or replacing any Equipment damaged as a result of unauthorised alterations.

7.7 Relocation of Equipment

The Customer shall not relocate, dismantle or reassemble any Equipment once installation has been completed unless authorised in writing by the Company.

Any damage arising from unauthorised relocation shall be the responsibility of the Customer.

7.8 Insurance

The Company maintains Public Liability Insurance in respect of its business operations.

The Customer is responsible for ensuring that they have adequate insurance cover where appropriate for the event, Venue and any hired Equipment whilst it remains in their possession.

7.9 Consequential Loss

The Company shall not be liable for any indirect, incidental or consequential loss arising from damage to or failure of the Equipment except where such liability cannot be excluded by law.

7.10 Fair Wear & Tear

The Customer shall not be liable for deterioration resulting solely from normal and reasonable use of the Equipment during the Hire Period.

7.11 Inspection Upon Collection

The Company reserves the right to inspect all Equipment upon collection or following its return to the Company's premises.

Where damage is identified after collection which could not reasonably have been identified at the time of collection, the Company reserves the right to notify the Customer and recover the reasonable costs of repair or replacement.

7.12 Right of Recovery

Where the Customer fails to pay any sums due under this Agreement, the Company reserves the right to recover all reasonable costs incurred in recovering those sums, including any legal costs, debt recovery fees and associated administrative expenses, to the extent permitted by law.

8. LIABILITY

8.1 Duty of Care

The Company shall exercise reasonable skill, care and diligence in the delivery, installation, dismantling and collection of the Equipment.

8.2 Limitation of Liability

To the fullest extent permitted by law, the Company's total liability arising out of or in connection with any Booking, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total value of the Booking.

8.3 Exclusion of Indirect Loss

The Company shall not be liable for any indirect, consequential or economic loss, including but not limited to:

- Loss of profits;
 - Loss of revenue;
 - Loss of business;
 - Loss of contracts;
 - Loss of opportunity;
 - Loss of goodwill;
 - Loss of enjoyment;
 - Any consequential or incidental losses.
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8.4 Events Beyond the Company's Control

The Company shall not be liable for any delay, interruption or failure to perform its obligations where such delay or failure arises from circumstances beyond its reasonable control.

8.5 Customer Indemnity

The Customer shall indemnify and keep indemnified the Company against any claims, losses, damages, costs, liabilities and expenses arising from:

- The Customer's breach of these Terms & Conditions;
 - Negligence or misuse of the Equipment;
 - Damage caused by the Customer, their guests, contractors or invitees;
 - Any injury or damage arising from the Customer's failure to follow the Company's instructions.
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8.6 Customer Property

The Company accepts no responsibility for the loss of or damage to any property belonging to the Customer or any third party unless such loss or damage arises directly as a result of the Company's negligence.

8.7 Third Parties

The Company shall not be liable for the acts or omissions of any third-party suppliers, contractors or venue operators.

8.8 Personal Injury

Nothing within these Terms & Conditions shall exclude or limit the Company's liability for:

- Death or personal injury caused by its negligence;
 - Fraud or fraudulent misrepresentation;
 - Any other liability which cannot lawfully be excluded or limited under the laws of England and Wales.
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8.9 Customer Acceptance of Risk

The Customer acknowledges that temporary outdoor structures are subject to changing weather conditions and environmental factors.

The Customer accepts responsibility for ensuring that all persons using the Equipment do so safely and in accordance with any instructions provided by the Company.

8.10 No Warranty

Except where expressly stated in writing, the Company gives no warranty or representation that the Equipment is suitable for any particular purpose beyond its intended use.

The Customer is responsible for satisfying themselves that the Equipment meets their individual requirements before confirming a Booking.

8.11 Maximum Liability

Where the Company is found liable for any loss or damage, such liability shall be limited to the direct loss suffered by the Customer and shall not exceed the total value of the Booking, except where such limitation is prohibited by law.

8.12 Survival

The provisions of this Section shall survive completion, termination or cancellation of the Booking.

9. COMPLAINTS & DISPUTE RESOLUTION

9.1 Reporting a Complaint

Should the Customer have any concerns regarding the Equipment or services provided by the Company, they must notify the Company as soon as reasonably practicable.

Where the complaint relates to the Equipment or its installation, the Customer must notify the Company during the Hire Period to allow the Company a reasonable opportunity to inspect, rectify or otherwise resolve the matter.

9.2 Failure to Report

The Company shall not be liable for any claim relating to the Equipment or services where the Customer has failed to notify the Company promptly and has denied the Company a reasonable opportunity to investigate or rectify the issue.

9.3 Written Complaints

Any formal complaint must be submitted in writing within fourteen (14) calendar days of the completion of the Hire Period.

The complaint should include sufficient detail together with any supporting photographs or evidence where available.

9.4 Investigation

Upon receipt of a complaint, the Company shall investigate the matter and aim to provide a written response within fourteen (14) calendar days.

Where additional time is required, the Customer shall be notified accordingly.

9.5 Rectification

Where the Company accepts responsibility for a defect in its services, it shall be entitled, at its sole discretion, to:

- Rectify the issue where reasonably possible;
- Provide a partial refund;
- Provide a full refund; or
- Offer another reasonable remedy.

Nothing within this clause shall require the Company to provide a remedy where it reasonably believes that no breach of contract has occurred.

9.6 Customer Cooperation

The Customer agrees to cooperate fully with any reasonable investigation carried out by the Company, including providing access to photographs, videos or other evidence reasonably requested.

9.7 Alternative Dispute Resolution

The Company encourages both parties to resolve any dispute amicably through discussion before commencing legal proceedings.

Nothing within these Terms & Conditions shall prevent either party from exercising their legal rights where a dispute cannot be resolved.

9.8 Consumer Rights

Nothing within these Terms & Conditions shall affect or restrict the Customer's statutory rights under applicable consumer protection legislation.

10. PRIVACY & DATA PROTECTION

10.1 Collection of Personal Data

The Company will collect, store and process personal information provided by the Customer only to the extent necessary for the administration and fulfilment of the Booking.

Such information may include, but is not limited to:

- Name
 - Postal address
 - Email address
 - Telephone number
 - Event details
 - Payment information
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10.2 Data Protection

The Company shall process all personal data in accordance with the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and any other applicable data protection legislation.

10.3 Use of Personal Information

The Customer's personal information may be used for the following purposes:

- Preparing quotations;
- Confirming and managing Bookings;
- Delivering and collecting Equipment;
- Processing payments;
- Communicating with the Customer regarding their Booking;
- Meeting legal and regulatory obligations;
- Improving the Company's products and services.

The Company shall not sell, rent or otherwise disclose the Customer's personal information to third parties except where required by law or where necessary to fulfil the Booking.

10.4 Payment Information

The Company does not store Customers' debit or credit card details.

Where online payments are made, they are processed securely through an independent third-party payment provider.

10.5 Marketing Communications

The Company shall only send marketing communications where the Customer has provided consent or where otherwise permitted by law.

The Customer may withdraw their consent at any time by contacting the Company.

10.6 Data Security

The Company shall take reasonable technical and organisational measures to protect personal information against unauthorised access, loss, misuse or disclosure.

10.7 Data Retention

The Company shall retain personal information only for as long as is reasonably necessary to fulfil the purposes for which it was collected or as required by law.

10.8 Customer Rights

Subject to applicable legislation, the Customer has the right to:

- Request access to their personal information;
- Request correction of inaccurate information;

- Request erasure of personal information where applicable;
 - Restrict or object to certain processing activities;
 - Request a copy of their personal information in a portable format;
 - Lodge a complaint with the Information Commissioner's Office (ICO).
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10.9 Privacy Policy

Further information regarding how the Company collects, stores and processes personal information can be found within the Company's Privacy Policy, available on its website.

11. PHOTOGRAPHY, INTELLECTUAL PROPERTY & MARKETING

11.1 Photography

The Company reserves the right to photograph or record completed installations, Equipment and event setups for quality assurance, training, promotional and marketing purposes.

11.2 Customer Privacy

The Company will take reasonable steps to avoid capturing identifiable images of guests attending private events.

Where identifiable individuals are featured as the main subject of any photograph or video, the Company will obtain the appropriate permission before using such material for promotional purposes.

11.3 Commercial Events

For corporate, public or commercial events, the Company reserves the right to photograph completed installations and Equipment unless otherwise agreed in writing prior to the Booking.

11.4 Intellectual Property

All intellectual property rights relating to the Company's branding, logos, designs, photographs, marketing materials, website content and documentation remain the exclusive property of Manifested Dreams Group Ltd trading as Event Gazebos.

Nothing within these Terms & Conditions shall grant the Customer any ownership or licence to use the Company's intellectual property except with the Company's prior written consent.

11.5 Customer Content

Where the Customer voluntarily provides photographs, testimonials or reviews to the Company, the Customer grants the Company a non-exclusive, royalty-free licence to use such content for promotional and marketing purposes unless otherwise agreed in writing.

11.6 Use of the Company's Branding

The Customer shall not use the Company's name, logo, branding or marketing material in any manner that suggests endorsement, partnership or affiliation without the Company's prior written consent.

11.7 Social Media

The Company may share photographs or videos of completed installations across its website, social media platforms and other marketing channels.

Where reasonably requested by the Customer prior to the event, the Company will respect requests not to publish photographs of private events.

11.8 Confidentiality

Both parties agree to keep confidential any commercially sensitive information obtained during the course of the Booking and shall not disclose such information to any third party except where required by law or with the other party's prior written consent.

12. GENERAL PROVISIONS

12.1 Governing Law

These Terms & Conditions and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales.

The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

12.2 Entire Agreement

These Terms & Conditions, together with the Company's Quotation, Booking Invoice and Booking Confirmation, constitute the entire agreement between the Company and the Customer and supersede any prior discussions, negotiations, representations or agreements relating to the Booking.

12.3 Severability

If any provision of these Terms & Conditions is held by a court or other competent authority to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed severed and the remaining provisions shall continue in full force and effect.

12.4 No Waiver

Any failure or delay by the Company in exercising any right or remedy under these Terms & Conditions shall not constitute a waiver of that right or remedy.

No waiver shall be effective unless confirmed by the Company in writing.

12.5 Assignment

The Customer shall not assign, transfer or otherwise dispose of any of their rights or obligations under these Terms & Conditions without the Company's prior written consent.

The Company may assign or subcontract any part of its obligations where reasonably necessary to fulfil the Booking.

12.6 Third Party Rights

A person who is not a party to the Booking shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Terms & Conditions.

12.7 Variation

No variation to these Terms & Conditions shall be binding unless agreed in writing by the Company.

The Company reserves the right to amend these Terms & Conditions from time to time. The version in force on the date the Booking is confirmed shall apply to that Booking.

12.8 Notices

Any notice required under these Terms & Conditions shall be given in writing by email or by post to the contact details provided by either party.

A notice shall be deemed received:

- Immediately where delivered by hand;
 - Two (2) Business Days after posting by first-class post;
 - On the date of transmission where sent by email, provided no delivery failure notification is received.
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12.9 Headings

The headings used within these Terms & Conditions are for convenience only and shall not affect their interpretation.

12.10 Survival

Any provision of these Terms & Conditions which by its nature is intended to survive termination or completion of the Booking shall remain in full force and effect following completion, cancellation or termination of the Booking.

By accepting a quotation, paying a Booking Deposit or otherwise instructing the Company to proceed with a Booking, the Customer confirms that they have read, understood and agree to be bound by these Terms & Conditions.