

IMAGINE INFLATABLES LTD

TERMS & CONDITIONS OF BUSINESS

DEFINITIONS

1. In these Terms and Conditions, unless the context otherwise permits or requires the following expressions shall have the following meanings:
 - (a) 'The Company' means Imagine Inflatables Ltd., whose office is situated at The Yard, New Street, Lutterworth, Leicestershire LE17 4PJ.
 - (b) 'The Customer' means any person, firm or company requesting the Company to produce, supply or provide a product or service, and includes any servant, agent or subcontractor of the Customer.

ACCEPTANCE OF TERMS AND CONDITIONS

2. (1) Any business undertaken by the Company or any information, advice or service supplied by the Company, (whether charged for or not), is undertaken or provided subject to these Terms and Conditions which shall be the terms of any contract for supply of goods or services between the Company and the Customer.
 - (2) These Terms and Conditions subject to and together with any variation agreed in writing between the Company and the Customer shall constitute the entire contract between the Company and the Customer and shall over-ride or supersede any previous agreement or arrangement between the Company and the Customer and in particular shall operate to the exclusion of any Terms and Conditions at any time imposed by the Customer.
 - (3) The Customer acknowledges that it has not entered into this Agreement relying upon any representation made by or on behalf of the Company and without prejudice to the generality of the foregoing the Customer has not relied upon any correspondence, statement or sales literature issued by or on behalf of the Company.

CHARGES

3. (1) All prices quoted, unless otherwise stated, are ex. works Lutterworth, and subject to an additional charge for packing and carriage. Prices are subject to the addition of Value Added Tax where applicable at the rate ruling at the date of Invoice.
 - (2) We require a 50% deposit upon receipt of order, and 50% final balance prior to delivery of goods. All orders must be in writing. Production will not commence until the deposit has been received.
 - (3) Payments must be made before the goods are despatched unless credit terms are agreed in writing. Settlement of credit accounts should be made within the first fourteen days of the month following the month during which the goods are shipped or finally invoiced. Settlement terms are strictly nett and we reserve the right to charge Interest on overdue accounts at the rate of 5% over the Rate for the time being of Lloyds Bank Plc., from the fifteenth day of the month following the month of shipment or final invoice.
 - (4) Deposits are non-refundable.

SUPPLY OF GOODS

4. (1) The contract shall require the Customer to give particulars sufficient to enable the Company to deliver at the time or times within the period so specified,
 - (2) Where the Customer must perform any act to enable the Company to deliver the goods, such act must be so performed as to enable the Company to make delivery within the time stipulated. If default is made in performing such act and the Company is thereby unable to deliver within the Contract time, the Company shall have the right to cancel any deliveries, and any costs sustained by the Company be paid by the Customer.
 - (3) If by the completion (subject to any extension agreed upon) any goods under this Contract have not been taken up by the Customer the Company shall have the right to cancel any goods which they have prepared to deliver but which have not been taken up. Any cancellation under this clause shall not prejudice the right of the Company to claim damages against the Customer.
 - (4) The Company reserves the right to impose a cancellation charge if a Customer's order is cancelled for no fault of the Company. If cancellation occurs prior to production, 50% of the total invoice value will be charged. If cancellation is during/after production the total invoice value will be payable.
 - (5) The Company reserves the right to charge for storage of the goods where the Customer has failed to give delivery instructions within fourteen days of him/her being notified the goods are ready for delivery or collection.
5. All quantities quoted are approximate. All bulk quantity printed products over 500 are supplied subject to a variation in quantity of up to 10% over or below the quantity ordered.
6. The Company shall not be liable in any way in respect of late delivery howsoever caused, nor shall such failure be deemed to be a breach of the Contract. Any suggested delivery or completion is given as an estimate only and is not to be the essence of the Contract.

7. The Company will not accept responsibility for any loss arising from the non availability of materials or the delay or lack of delivery of goods arising from causes beyond our control.
8. In the case of delivery of goods by installments the Customer will not be entitled to treat delivery of faulty goods in any one installment, or the late delivery of any one installment, as a repudiation of the whole contract.
9. The risk in the goods passes to the Customer upon delivery to the carrier, but title in the goods remains vested in the Company and shall only pass to the Customer upon full payment being made. The Customer agrees that prior to the full payment being made the Company may at any time enter upon the Customers premises and remove the goods therefrom.

LIMITATION OF LIABILITY

10. (1) The Company shall not be liable for any consequential loss of the Customer of whatever nature arising from any breach of Contract on the part of the Company.
 - (2) Insofar as the Company is liable for any costs claimed or demanded by the Customer, the liability of the Company shall be limited (at the discretion - of the Company) to:
 - (a) Replacing the defective goods
 - (b) Making good the defect
 - (c) Allowing a part or full credit for the cost of the defective goods or work done on them by the Company.
11. The Company reserves the right to cancel a Contract or an Order if the Customer breaches any terms of any Contract with the Company or enters into receivership or liquidation or commences legal proceedings involving the Customer solvency.

DESIGN AND PRODUCTION

12. The Company does not guarantee to supply an exact replica of a Customer's design, but will use its best endeavours to produce a fair representation within the acceptable limitations of inflatable design and production.
13. The Company will use its best endeavours to reproduce the designs and colour schemes to the Customer's brief, but the Customer accepts the limitations of fabric colours, paints and inks availability, and any variations from the specified shades caused by application to the product.
14. The Company retains copyright of its own designs and accepts no responsibility for infringement of patent or copyright or registered design of any third party incurred in carrying out the Customer's directions.

USAGE

15. The Company does not accept responsibility for the suitability for any particular end use of the goods supplied, unless previously agreed by the Company in writing. The Customer acknowledges limitations of inflatables depending on aerodynamic and acrobatic principles and climatic conditions. It is the Customer's responsibility to guard against negligence in handling or utilisation in weather conditions when the use of an inflatable is not recommended.
16. It is the Customer's responsibility to ensure that the use to which any merchandise supplied by the Company is put, complies with requirements of Local Planning Authorities and other interested departments and that in the event of there being any infringement thereof, the Customer will not be entitled to compensation for any breach of contract of sales.
17. The safe operation of 'Bouncers' and all inflatables is the responsibility of the Customer.
18. In respect of helium filled inflatables, no guarantee can be given of helium requirement, usage or leakage through fabrics or materials of manufacture.
19. In other than warranty cases relating to faulty goods, the Company is under no obligation to undertake repairs to damaged inflatables or products. Where the Company does agree to undertake repairs these will be carried out to the best of its ability taking account of the nature of the repairs, condition of the inflatable and reasons for damage. No guarantee can be given as to air or helium retention of the repaired balloon, unless formally agreed in writing by the Company.

NON DELIVERY AND DAMAGE

20. The Company and the carrier must be informed in writing,
 - (1) Within seven days of the Customer's receipt of invoice if the goods have not been delivered.
 - (2) Within three days of arrival of the goods, in the event of any deficiency or damage.
21. The contract shall be interpreted in accordance with the laws of England.

GDPR

Please review Appendix 1 and our Compliance Statement which is part of our Privacy Policy on our website.



Appendix 1 to Imagine Ts & Cs

DEFINITIONS

Date Protection Legislation: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation (EU) 2016/679) and any national implementation laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

1. DATA PROTECTION

1.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 1 is in addition to, and does not relieve, remove or replace a party's obligations under the Data Protection Legislation.

1.2. The parties acknowledge that for the purposes of the Data Protection Legislation "the Company" is the data controller or the data processor and "the Customer" is the data processor or the data sub-processor (where **Data Controller** and **Data Processor** and data sub-processor have the meanings as defined in the Data Protection Legislation). Clause 2 sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, **Personal data**) and categories of Data Subject.

1.3. Without prejudice to the generality of clause 1.1, "the Customer" will ensure that it has all necessary appropriate consents, lawful basis and notices in place to enable lawful transfer of the personal Data to "the Company" for the duration and purposes of this agreement and, as between "the Customer" and "the Company" retains all rights in the Personal Data.

1.4. Without prejudice to the generality of clause 1.1, "the Company" shall, in relation to any Personal Data processed in connection with the performance by "the Customer" of its obligations under the contract:

- a) Process that Personal Data only on the written instructions of "the Customer" unless "the Company" is required by the laws of any member of the European Union or by the laws of the European Union applicable to the seller to process Personal Data (**Applicable Laws**). Where "the Company" is relying on laws of a member of the European Union or European Laws as the basis of processing Personal Data, "the Company" shall promptly notify "the Customer" of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit "the Company" from so notifying "the Customer";
- b) Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by "the Customer" where requested by "the Customer", to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental
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loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an accident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- c) Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- d) Not transfer any Personal Data outside of the European Economic Area unless the prior written consent of "the Customer" has been obtained and the following conditions are fulfilled:
 - (i) "the Customer" and "the Company" have provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) "the Company" complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred: and
 - (iv) "the Company" complies with reasonable instructions notified to it in advance by "the Customer" with respect to the processing of the Personal Data;
- e) Assist "the Customer", at "the Customer's" cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- f) Notify "the Customer" without undue delay and in any event within 24 hours of becoming aware of a Personal Data breach, which means (a) any accidental, unauthorised or unlawful processing of the Personal Data, or (b) a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;
- g) At the written direction of "the Customer", delete or return Personal Data and copies thereof to "the Customer" on termination of the Contract unless required by Applicable Law to store the Personal Data; and
- h) Maintain completed and accurate records and information to demonstrate its compliance with this clause 1 and allow for audits by "the Customer" or "the Customer's" designated auditor.

1.5. "The Customer" must maintain the confidentiality of all Personal Data and will not disclose Personal Data to third parties unless "the Customer" specifically authorises the disclosure or as required by law. "The Customer" does not consent to "the Company" appointing any third party processor of Personal Data under the Contract and "the Company" shall not do so with "the Customer's" express written consent in each case. Where such consent is given by "the Customer" "the Company" shall enter with the third-party

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processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 1. As between “the Customer” and “the Company”, “the Company” shall remain fully liable for all acts or omissions of any third-party processor appointed by its pursuant to this clause 1. For the avoidance of doubt, this does not apply to any subcontractors appointed by “the Company” where no (sub) processing of Personal Data is involved. (For the further avoidance, this does not apply to any third party processors appointed by “the Company” before the 25th May 2018, provided that (a) “the Company” shall notify “the Customer” of such third party processors, and (b) “the Company” hereby warrants and confirms that all such third party processors are subject to written agreements with “the Company” incorporating terms which are substantially similar to those set out in this clause 1.1

1.6. Either party may, at any time on not less than 30 days’ notice, revise this clause 1 by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

1.7. “The Customer” will keep detailed, accurate and up-to-date written records regarding any processing of Personal Data it carries out for “the Customer”, including but not limited to, the access, control and security of the Personal Data, approved subcontractors, related safeguards and a general description of the technical and organisational security measures referred to above.

2. Processing , Personal Data and Data Subject

2.1. “The Company” is authorised to process the Personal Data to the strict extent necessary for fulfilling its obligations under the Contract, in particular order fulfilment.

2.2. The Personal Data comprises the email address and business phone numbers of the applicable account people at “the Customer” and the delivery address and contact phone number of the recipient of the applicable Goods under the Contract.

2.3. The Data Subjects comprise account contacts at “the Customer” and recipients of the Goods under the Contract.