Terms and conditions of rental

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These terms apply to every rental agreed with Maison Aurea Events, S.L. (CIF B93870822; the company's full details are in the Legal notice). They form part of every quote, which refers to them, and can be read and downloaded on our website. Where the law requires it, they distinguish the private client (consumer) from the professional client. We like everything to be clear from the start: whatever costs money is written here, with no small print. The Spanish version prevails.

1. Who we are and what we rent

Maison Aurea rents tableware, glassware, cutlery, table linen, furniture and decoration for event tables on the Costa del Sol. We deliver, we set the table when the quote includes it, and we collect everything afterwards.

When an Experience includes the cooking, the chef is an independent professional who contracts and invoices the culinary service directly to the Client. Maison Aurea takes no part in that contract, receives no payment for it and is not liable for its performance.

2. The quote and its acceptance

The quote details the pieces and their quantities, the price of each line, the replacement value of each piece, transport, set-up, the Breakage protection or the security deposit, the essentials of cancellation, and its expiry date. A decoration pack appears on the quote by its name. Its pieces are listed on the signed delivery note, and each one is invoiced at its replacement value, up to the amount stated on the quote. What the quote sets for that contract (payment dates, advance payment) applies together with these Terms; if they differ, the quote prevails.

To accept it, the Client clicks "I accept the quote" on the page of their quote, after ticking the box for these Terms; or returns it to us signed, as a photo or PDF, by WhatsApp or email; or confirms to us by email that they accept it. Signing the quote also means accepting these Terms, in the version it states.

Payment confirms the acceptance of the quote and of these Terms. It does so in addition to the signature, never instead of it.

Changes (date, quantities, pieces) are agreed in writing and lead to a new quote, subject to availability.

3. Availability and booking

As soon as we receive the signed quote, we hold the equipment for you until the payment date (that of the advance payment, if the quote asks for one), set in clause 4 or in the quote. If a private client signs closer to the event, we hold it until the day before delivery.

The booking is confirmed when we receive the transfer of the full amount or, if the quote asks for an advance payment, that of the advance payment. We send you a reminder before the payment date. If we have not received the transfer within twenty-four (24) hours after that date, the quote is cancelled under clause 10 and the equipment becomes available to other clients again; we will gladly reactivate the quote if it is still free.

No equipment leaves our warehouse before payment is received.

4. Prices and payment

All prices are in euros. For private clients, the prices in the quote include VAT: the price shown is the final price. For professional clients, prices are shown without VAT, which is added at the legal rate in force.

Transport, according to the zone, the setting of the table by our team and, on request, the clearing and packing have their own rates and appear in the quote, each on its own line. No amount is ever added that is not in the quote.

Payment is made by bank transfer, to the account shown in the quote, with the quote number as the reference. Without an advance payment, one transfer and one invoice: we issue it when the payment arrives. For large events, the security deposit goes in the same transfer, with its own security deposit invoice, without VAT (clause 7).

Professional clients. No advance payment is requested, unless the quote asks for one, in particular when we buy pieces for your event: the advance payment, of at least twenty-five percent (25%) of the quote total, is paid on the date the quote states, and the rest in a single transfer, at the latest one (1) month before the event. Without an advance payment, one hundred percent (100%) is paid in a single transfer, at the latest one (1) month before the event. If the quote is signed less than a month before the event, everything is due on signing.

Private clients. One hundred percent (100%) is paid at the latest forty-eight (48) hours before the event, unless the quote states another date. The quote may ask for an advance payment of at least twenty-five percent (25%) of its total, payable on the date it states; the rest, and the security deposit if there is one, are paid at the latest on the date the quote states for the balance. We issue an advance payment invoice when we receive it, and the final invoice when we receive the rest, with the advance payment deducted.

5. Delivery, set-up and collection

Three (3) days before the event, we confirm a two (2) hour delivery slot, with the name and mobile number of the person delivering. What is on the quote is what arrives, except as provided in clause 11 for unavailable equipment. When set-up is on the quote, our team sets the table. Set-up does not cover clearing and packing.

The Client guarantees access to the venue and a space to leave the equipment.

Collection takes place the morning after the event or, on request, the same night. Before collection, the Client clears the table and packs the equipment back into the crates and racks we delivered it in, arranged as it arrived, with the linen in its bags, all gathered where it was delivered. If you prefer, ask us to clear and pack: it appears on its own line in the quote, with its own rate per guest. If at collection the equipment is not packed, our team clears and packs it, and this is invoiced at the same rate. If you are there, we count the crates with you; the piece-by-piece count is done at our warehouse (clause 8).

6. Breakage protection

At a party, a glass can break: that is normal. That is why, when the equipment in the quote is below five thousand euros (€5,000) excluding VAT, the quote includes Breakage protection.

- It is five percent (5%) of the rental price of the equipment excluding VAT (tableware, glassware, cutlery, linen, furniture and decoration), after discounts. Transport, set-up and other services do not count towards it. VAT is added and it appears on the invoice.
- It covers accidental breakage of the equipment up to its amount excluding VAT. Pieces we give you free of charge are covered too.
- If accidental breakage, at replacement value excluding VAT, exceeds that amount, only the difference is invoiced, with its VAT.
- It is not refundable: if nothing breaks, so much the better.

It does not cover, and the following are always invoiced in full at replacement value: missing pieces, misuse, deliberate breakage, and equipment damaged by rain or the weather, or left outdoors or unattended.

If the quote includes neither Breakage protection nor a security deposit, breakage and missing pieces are invoiced at their replacement value (clause 8).

7. Security deposit for large events

When the equipment in the quote reaches or exceeds five thousand euros (€5,000) excluding VAT, the quote includes a security deposit instead of Breakage protection.

- It is twenty-five percent (25%) of the rental price of the equipment excluding VAT, after discounts.
- It is paid in the same transfer as the invoice. It is not a price but a guarantee: it is outside the taxable base, carries no VAT, and you receive a separate security deposit invoice.
- We return it within seven (7) calendar days of the count at the latest, to the account you give us, less the invoice for breakage and missing pieces (with its VAT).
- If breakage and missing pieces exceed the deposit, the difference is invoiced and paid within seven (7) calendar days.

If it was agreed that no security deposit is required, breakage and missing pieces are invoiced in full.

8. The count on return, and what is invoiced

We count the equipment at our warehouse after collection, with photographs, before washing it. For private clients, the count made at our warehouse, documented with photographs, is evidence of breakage and missing pieces; for professional clients, it is final.

We send you the result in writing, with the photographs. If everything is in order, we tell you so. If not, each broken, lost or irreparable piece is invoiced at its replacement value, the one in the quote for that piece, with its VAT and the reason on each line; a repairable piece at the cost of repair. Breakage protection (clause 6) or the security deposit (clause 7) applies first. The invoice is paid within seven (7) calendar days.

Private clients may submit their comments in writing and see the photographs and the pieces, and always keep their right to turn to the consumer services and the courts.

A piece that is not returned is reported to the Client; if it does not turn up, it is invoiced at its replacement value.

9. Taking care of the equipment

From delivery to collection, the Client looks after the equipment and is responsible for it, including what their guests, caterer and venue staff do. Normal wear is never invoiced; a drop of wax from our candlesticks is normal use.

A few simple tips that prevent almost all breakage:

- Do not leave the equipment outdoors overnight, or in the rain.
- At the end of the party, put the tableware and glasses back in their crates, without stacking them any other way.
- Use our candlesticks for candles, and put candles out before gathering the linen.
- If in any doubt, call us: that is what we are here for.

Washing. We take care of the washing: the Client returns the equipment as it is, in our crates, unrinsed.

Washing between events. If the Client wants the same pieces to be used at several events of one booking, instead of a separate set for each event, we collect them after each service, wash them at our warehouse and deliver them again. This service is charged per piece washed, according to the type of piece, together with the extra delivery trips, and is shown on its own line in the quote. The final wash, after the last event, remains ours.

10. Cancellation and change of date

We know an event can change. Booking your date means we set the equipment aside and turn other clients away for that day. That is why, if you cancel, we keep part of what was paid, and that part grows as the date approaches.

If the Client cancels, Maison Aurea keeps, out of the total paid (not counting the security deposit):

- twenty-five percent (25%), if the Client cancels more than thirty (30) days before the event;
- fifty percent (50%), if the Client cancels between thirty (30) and ten (10) days before, both included;
- one hundred percent (100%), if the Client cancels fewer than ten (10) days before.

We refund the rest by bank transfer within fourteen (14) calendar days at the latest, with the corresponding corrective invoice. The security deposit is always refunded in full.

Example: an invoice of €2,000 (VAT included), cancelled twenty days before the event. We keep 50% and refund you €1,000.

Signed quote, not yet paid. Your signature binds you. If you cancel after signing and before paying, we invoice the share we would keep under the same scale, calculated on the total of the quote (excluding the security deposit), payable within fifteen (15) days. If the transfer does not arrive within twenty-four (24) hours after the payment date (clause 3) and the quote has not been reactivated, this is treated as a cancellation on that day.

Advance paid, balance outstanding (private clients). If you cancel after paying the advance payment and before paying the rest, the share we keep under the same scale is calculated on the total of the quote (excluding the security deposit) and deducted from the advance payment: if the advance payment is higher, we refund the difference within fourteen (14) calendar days at the latest; if it is lower, we invoice what is missing, payable within fifteen (15) days. If the balance does not arrive within twenty-four (24) hours after its date (clause 3), this is treated as a cancellation on that day.

Costs already committed. For large events (clause 7) and quotes with an advance payment, it may happen that, for your event, we have already paid for or ordered something we can neither cancel nor use for another event: staff hired, purchases or rentals made for that event alone. If their amount exceeds the share we keep under the scale, that amount replaces that share, with supporting documents, up to the total of the quote (excluding the security deposit).

Change of date. Once and free of charge, if you ask us more than thirty (30) days before the event and the equipment is available on the new date. The invoice stays the same. A second change, or a change requested fewer than thirty days before, is treated as a cancellation followed by a new quote.

If Maison Aurea cancels for a reason attributable to it, we refund everything paid, security deposit included, within fourteen (14) calendar days at the latest. A piece that is unavailable for a reason beyond our control (clause 11) is not a cancellation on our part.

Cancellations and changes of date are requested in writing, by email or by WhatsApp; the day we receive your message is the one that counts.

Force majeure. If the event cannot take place for a reason beyond the control of both parties, which could not be foreseen or avoided (for example, a ban by the authorities), the parties look for a new date together; if that is not possible, Maison Aurea refunds the amounts paid.

Right of withdrawal. The contract is a rental, transport and set-up service linked to an event on a fixed date. The right of withdrawal for distance contracts therefore does not apply (article 103, letter l, of Royal Legislative Decree 1/2007).

11. Liability

We deliver the equipment clean, complete and in good condition, as shown in the quote. If anything is missing or not right at delivery, tell us straight away, with a photo: we replace it or deduct its price.

Maison Aurea is responsible for the proper performance of what was agreed. It is not liable for damage caused by using the equipment other than as intended, or for the services of third parties hired by the Client (chef, caterer, venue).

Some of the equipment may be ordered from our suppliers for your event, and our equipment moves from one event to the next. If a piece is unavailable for a reason beyond our control (a supplier that does not deliver it, or delivers it late or damaged; a piece broken, lost or not returned at a previous event), we offer you an equivalent piece, with the same use, a similar style and equal or higher quality, at no extra cost. If you do not accept it, or if no equivalent piece is available, we remove those pieces from the quote: they are not invoiced and, if you have already paid for them, we refund their price within fourteen (14) calendar days at the latest. The rest of the quote stands on its terms. We let you know as soon as we know, as a rule no later than seventy-two (72) hours before the event, or as soon as we find out if later.

For professional clients: in the cases above, no other compensation is due. Maison Aurea's total liability to a professional client, for any reason, is limited to the amount of the quote and does not cover indirect loss (loss of profit, loss of clients or reputation, third-party costs), except in cases of wilful misconduct or gross negligence.

12. Personal data

Maison Aurea processes the Client's data to prepare the quote, carry out the rental and invoice it, in accordance with its Privacy policy.

13. Language, versions and governing law

These terms are published in Spanish, English and French. If the versions differ, the Spanish version prevails. Each booking keeps the version and language of the terms the Client accepted; earlier versions can be viewed on our website.

Spanish law applies. Private clients may go to the courts of their place of residence and have complaint forms (hojas de quejas y reclamaciones) available. With professional clients, the parties submit to the courts of Marbella.