



TERMS AND CONDITIONS : RENTAL PACKAGES AND PURCHASE OF PRODUCTS – ENGLISH

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TERMS AND CONDITIONS

Legal mentions

The Enchanted Company by Nancy Hilgers (nom d'usage Savoya), later referred to as The Enchanted Co., is an individual company that is registered with the Registre du Commerce in the Canton de Vaud and with an equity of 15,000 CHF. Corporate identification number: IDE-495.503.158.

The corporate headquarter is located at Route de Pallatex 5, Atelier 014S, 1163 Etoy, within the Les Ateliers de la Côte building.

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Personal Data

The Enchanted Co. is committed to protecting your personal data. All your personal data collected by The Enchanted Co. will remain confidential, will be treated with respect and will never be sold or shared with third parties.

You can at any time ask to consult, modify or delete your data from our records.

The Enchanted Co. might occasionally communicate with you on new products and services and special offers. You can decide at any time to stop receiving this kind of communication by simply sending us an e-mail at info@enchantedco.ch.

Terms and Conditions for Rental Packages

Article 1: Definition of the hired material

The Enchanted Co. owns and rents to the Client, indoor tents, mattresses, tables and other small furniture items as well as styling accessories to organize sleepover parties, picnic parties and other types of parties.



The Enchanted Co. will ensure that all hired material is in good condition and clean for each new party rental.

When the Client takes possession of the hired material, the Client will receive an "inventory list" detailing each item included in the package and its condition. The Client is invited to review this list and is required to sign it before taking over the material.

Article 2: Transfer of the hired material to the Client

2.1. The material is reserved for a given date by the Client when a 50% down payment has been received by The Enchanted Co. When making this down payment, the Client agrees without restrictions, to the present terms and conditions. The balance of the payment is due 1 week prior to the party.

2.2. A guarantee for the hired material will be requested. This guarantee can be paid by bank transfer, the latest 24 hours before the pick-up or the delivery of the hired material, or in cash upon pick-up or delivery. The minimum guarantee is 100 CHF and increases depending on the total value of the material and the size of the party.

This guarantee serves to cover costs in case some of the material is damaged or lost during the hiring period. These potential costs are communicated to the Client in the inventory list.

The Enchanted Co. will refund the cash guarantee upon pick-up at home or return of the material to the workshop and the bank transfer guarantee within 5 working days. In both cases, the material will be checked in the presence of the Client upon transfer of the material back to The Enchanted Co.

2.3. The Client will be requested to sign the inventory list of the hired material upon pick-up or home delivery.

2.4. The Client is responsible for the hired material from the time it has been delivered at home or picked-up at The Enchanted Co. workshop, until it is picked-up at home or returned to the workshop. If transporting and/ or assembling the material for the party by himself, the Client is also responsible for the hired material during those phases.

Article 3: Delivery, set up and pick-up of the hired material

3.1. There are 2 ways to collect the hired material:

- a) Pick-up and return of the hired material by the Client from/ to The Enchanted Co. workshop, Route de Pallatex 5, 1163 Etoy. Please note that ALL material needs to fit inside a clean passenger car. Pick-ups in pick-up trucks or vans will not be allowed.



Pick-up of the material by the Client is possible for sleepover party packages and spa party packages only, not for picnic parties.

- b) Delivery, Assembly and Pick-up of the hired of the material to/ from your home by The Enchanted Co.

3.2. It is the Client's responsibility to check that the space intended for the party is sufficient to set-up the rented material. Dimensions of the rental material are available on the website www.theenchantedcompany.ch and upon request. The Enchanted Co. team is happy to further explain dimensions and brainstorm with the Client the best possible options however The Enchanted Co. cannot evaluate space nor guarantee the material will fit, from pictures.

3.3. It also is the Client's responsibility to clear and clean the space intended for the party **before** delivery. The Enchanted Co. cannot be responsible for moving furniture nor for cleaning floors. If the intended space is not ready, The Enchanted Co. reserves the right to keep a portion of the deposit to cover the additional needed from the staff and the inconvenience.

3.4. Deliveries and set-ups of parties generally take place from Mondays to Fridays. For instance, for a sleepover party taking place on a Saturday, delivery and set-up will usually take place on the Friday and wrapping up will be on Monday. For large size parties of 8 tents or more, a delivery or collect of the material on a Saturday can be discussed depending on The Enchanted Co.'s availability.

3.5. If access to the party space is difficult (no parking, long distance between first available parking spot and party venue/ space, more than 2 flights of stairs without elevator, etc...), additional fees might be applied to cover parking fees and the additional time needed to unload / load vehicles.

3.6. For deliveries, set-up or collect of material on Sundays, a 10% charge of the rental package value will be added.

3.7. It is highly preferable that the Client be present upon delivery and pick-up of the hired material. If this is not possible, someone else acting for the Client and who can sign the inventory list needs to be present.

3.8. The Enchanted Co. delivers in the Suisse Romande Region, mainly between Lausanne and Geneva. The Client can make a request for a delivery outside of this zone, which The Enchanted Co. will study. The Enchanted Co. reserves the right to decline such a request if not feasible on its end.



Article 4. Duration of the rental package

4.1. The hired material is available to the Client for 1 night for a sleepover party, and for 4-5 hours, for a picnic or stand-alone Spa party.

4.2. Because deliveries and pick-ups are usually scheduled during the week, it is possible that this period be extended for parties taking place over the week-end. There is no extra cost for parties taking place over the week-end and the Client can enjoy the hired package during the entire time.

4.3. The Enchanted Co. however reserves the right to collect or ask for the return (depending on the selected delivery plan) of the hired material as early as 6pm for picnic parties and 11am on the day following the sleepover party, in case of high demand.

Article 5: Use of the hired material and Liabilities

Sleepover parties, tents and spa parties

5.1. The Enchanted Co. material (tents, mattresses, styling elements, etc...) is intended for indoor use only and should be set up on a clean and flat surface.

5.2. Tents must be assembled according to the provided instructions. More specifically, the straps that maintain the opening of the tents need to be laid flat on the floor and need to be covered by a mattress or possibly a playmat to avoid any risk of tripping. Small screws must be used to secure the tents as explained when the material is picked up from our workshop

Picnic Parties and teepees

5.3. Picnic Parties and teepees (not tents) can be set up indoors or outdoors, in a private area. Additional costs may apply for outdoor parties for the rental of outdoor rugs and outdoor accessories.

Applicable to all The Enchanted Co. material

5.4. The hired material must be used under an adult supervision and is not suitable for children under the age of 3.

5.5. It is strictly forbidden to jump on or inside the tents and tables. It is also forbidden to climb on the tables, tents and teepees as well as to hang from wooden rods and frames. The Client is responsible for ensuring that the hired material is used for its intended purpose.

5.6. The Client is fully liable in cases of accidents from the moment the hired material has been collected or delivered and until it is returned or picked-up.



5.7. The Enchanted Co. can in no way be held liable or accountable for any type of accidents occurring during the entire rental period. The adult(s) present during the party are responsible for the children and their safety.

5.8. The Enchanted Co. material is intended to be used by children and adults and not by pets 😊 Thank you very much in advance for ensuring that your pets do not nap or leave their hair on the material, especially on textile elements.

Article 6: Loss or damage of material

6.1. After each party, The Enchanted Co. collects the material or the Client returns it to The Enchanted Co. workshop.

The hired material is then checked with the Client. When there is neither loss nor damage and everything matches the inventory list signed before the party, the guarantee is refunded in full according to the dispositions in article 2.2.

6.2. In cases of loss, damage or large stains that would be considered over the "reasonable" threshold for a party (such as large oily or chocolate or other difficult stains on fabrics, mattresses or other elements or the presence of pets' hair), a part of or the entirety of the guarantee will be used to replace, repair or professionally clean the material. It is possible that large damages exceed the amount of the guarantee. In this case, The Enchanted Co. will send a separate invoice to the Client to cover the costs of replacement. This invoice is payable within 10 days.

The Client can ask to see the list of potential costs according to the inventory list upon request prior to confirming any booking.

Article 7: Booking procedure

7.1. Booking requests can be made via the website www.theenchantedcompany.ch, by e-mail at nancy@enchantedco.ch, by phone or even by private message on Instagram.

7.2. The Enchanted Co. will check resources availability upon receipt of the booking request and contact the Client to offer the package that best matches Client's needs and wishes.

7.3. Booking requests are processed in order of arrival. The booking is confirmed when the Client has received the booking confirmation for the party from The Enchanted Co. AND the Client has paid a 50% deposit. When the timing between the booking request and the party is short (less than 2 weeks), the total value of the party package is due to confirm the booking.

Article 8: Prices

8.1. The Enchanted Co. is not subject to VAT.



8.2. The Enchanted Co. may decide to change its pricing without any notice. Any confirmed reservation or any purchase validated prior to a potential price change will not be affected by it.

Article 9: Cancellation Policy

9.1. The Client has the possibility to cancel or change the date of the party (according to availability) up to 2 weeks (14 days) before the planned delivery date, without any fee.

9.2. For cancellations between 14 days and up to 4 days before the delivery or pick-up date, there is a 50% cancellation fee (50% of the value of the rental package). In case the full value of the rental package had been paid more than 2 weeks prior to the party, The Enchanted Co. will refund the remaining 50% (of the value of the rental package).

9.3. For any cancellation 3 days or less before the delivery date, the full value of the rental package is due and no reimbursement is possible.

9.4. For any purchase of customized items such as party invitations or customized goodie bags, a refund is possible only when no specific material purchases have been done yet and production has not started yet. Otherwise, the total value of these products is due and The Enchanted Co. commits to delivering these products.

Article 10: Acceptance and Governing Law

When the Client confirms his or her booking request and makes the payment for it, he or she acknowledges to understand and fully accepts these terms and conditions without any reserves.

In case of any dispute, the governing law is the Swiss Law, and the place of jurisdiction is Lausanne.

Terms and Conditions for the purchase of The Enchanted Co. products

Article 1: The Product

Most of the products sold by The Enchanted Co. are made-to-order and hand-made in our workshop in Etoy. Most of our products are therefore unique and may slightly vary from one to another.



Article 2: Prices

7.1. The Enchanted Co. is not subject to VAT.

7.2. The Enchanted Co. may decide to change its pricing without any notice. Any purchase made prior to a potential price change will not be affected by it.

Article 3: Product availability

3.1. If an item is in stock, it will be shipped within 48 hours (2 working days) from payment receipt outside of school holidays (Vaud canton calendar) and other exceptional mentions on the website.

3.2. Most of our products are made-to-order. Upon payment receipt, the item will be made and shipped within 8 working days on a best effort basis. It is possible that a raw material may not be obtained in time from one of The Enchanted Co. suppliers. In that case, The Enchanted Co. will inform the Client as soon as possible and propose another similar item. If this is not a suitable solution for the Client, the Client may ask to be reimbursed.

Article 4: Shipping

4.1. It is possible to pick-up your order from The Enchanted Co. workshop in Etoy with an appointment.

4.2. The Enchanted Co. currently ships within Switzerland through the Swiss Post (La Poste) in "Courrier B" (non priority). Shipping costs are determined by the Swiss Post and are paid by the Client except if The Enchanted Co. has a special offer saying otherwise. Shipping costs are visible before validating any purchase.

4.3. For international shipment, please contact The Enchanted Co. at info@enchantedco.ch so that shipping costs can be evaluated and eventually validated by the Client prior to any purchase.

4.4. In case of the loss of a package by the Swiss Post, The Enchanted Co. will send a similar product when possible, and if not, will reimburse the Client.

4.5. The Enchanted Co. cannot be held responsible nor liable in case of non-delivery due to an incorrect or incomplete address. Any return costs and those of a potential second shipment will be charged to the Client.



Article 5: Returns

5.1. The Client has 15 days from the date of shipment of an order to return an item. In order for a return to be accepted, the Client needs to contact The Enchanted Co. by e-mail at info@enchantedco.ch and state the reason for the return.

5.2. Returns can only be accepted if the item is new, has not been used and has not been washed.

5.3. Customized items can only be returned when there is a production defect.

5.4. In case of an exchange due to a product defect, The Enchanted Co. will assume the shipping costs to return the faulty product and ship a new one.

5.5. For any other return, the Client assumes the shipping costs. If the item has not been used, The Enchanted Co. will proceed to reimburse the Client by bank transfer within 6 working days from the receipt of the product.

Article 6: Acceptance and Governing Law

When the Client confirms his purchase of an item on the website and makes the payment for it, he or she acknowledges to understand and fully accepts these terms and conditions without any reserves.

In case of any dispute, the governing law is the Swiss Law, and the place of jurisdiction is Lausanne.