

# Terms and Conditions

**The Client** - is the person named on the booking form. The Client takes full responsibility for the goods under the following terms and conditions.

**The Company** – is *The Giant Garden Games Hire Company*.

All goods supplies are on a hire basis only and remain the property of The Company at all times.

The Hire Period is as stated on the booking form.

All prices listed online are subject to change without any prior notice.

In the event of price increase we will honour the written quotation for 7 days. If the booking fee has not been paid and the Booking Form/T&Cs have not been received, quotation will be amended to the new price.

**Please only book with us if you agree to the following terms and conditions:**

## **SECURING a BOOKING/PAYMENT:**

- For all orders a non-refundable booking fee of £20 will be required to secure a booking.
- Until the booking form and the Terms and Conditions Agreement (signed by the Client) and deposit is received to the Company then no booking will be deemed to have been made. The balance is payable ONE full calendar month before the event date.
- If a booking is cancelled more than three months in advance then no more is payable but the booking fee will not be refunded. If a booking is cancelled within three months then see the cancellation terms below.
- Bookings made within one month of the event date must be paid in full at time of booking. The Company will not attend, supply or provide any goods or services if the full balance has not been paid in full. Payment on the day is not accepted.

## **DAMAGE DEPOSIT:**

- £70 Refundable Security Deposit is payable in addition to the hire charges on all hire bookings, to cover minor shortages and damages to hired goods. This will be due for payment one month prior to your event and will be returned once all hired stock has been checked back in at the Company.

## **ORDER CHANGES/CANCELLATION or REDUCTION of HIRE GOODS:**

- Reductions in the quantities of hire goods within one month of the event date will not be refunded. Additions to hire goods quantities are subject to availability at the time of request only and not guaranteed.
- The Client will pay a non-refundable booking fee of as detailed in the package quotation at the time of order.
- In the event of the Client making a full cancellation, or cancellation of any individual items within the quote, the following charges will apply:
  - Cancellation between 14 and 28 days before the event date - 50% of the last package quotation
  - Cancellation less than 14 days before the event date - 100% of the last package quotation
- The Company will endeavour not to make any changes to your wedding plans without your prior consent. However, if we are forced to make changes due to unforeseen circumstances/lack of availability, we will discuss this with you immediately.
- The Company's policy is to turn up to all bookings regardless of the weather. Our service is to provide you with the equipment and service as promised. We cannot be held responsible for adverse weather on the day and no reduction in our charges or refunds will be offered.
- We reserve the right to substitute hired equipment with equipment of a similar type and value without notice in the event of previous damage or loss of booked equipment.

## **DELIVERIES:**

- Deliveries must be inspected upon receipt. Any shortages, breakages or incorrect items must be notified to the Company within 4 hours (same day) of receipt. This enables us to put things right in good time. No claims for breakages, loss or incorrect items can be entertained beyond this time period.
- The Company will not be liable after this time and no refunds will be given if the notification time is not adhered to.
- Unless a suitable lift is available deliveries and collections shall only be made to the ground floor level that has reasonable access (at The Company's discretion).
- The Client is responsible for ensuring The Company has been provided a parking space at the venue (where applicable) and ensuring no access will be denied. Failing that, the Company can cancel the delivery at any time and no refund will be made.

- The company reserve the right to refuse delivery if the venue or site is deemed to be unsuitable by our delivery personnel or if the client has failed to notify the company of any delivery obstructions such as stairs or excessive loading distances from our vehicle to the installation site. In such a case no refund will be given and the full hire fee will be due.
- **PARKING CHARGES - Please note when ordering equipment for delivery, the client must supply a parking space to unload and set equipment up. This will include supplying a visitors parking pass (if applicable), pay for car park tickets or meters etc. If no parking is available and the driver receives a parking ticket this will be sent on to the client for a full payment. If the delivery address is on a red route the items will be returned to our warehouse with full payment due. If there is no parking available an additional charge will be added upon booking.**

#### **SETTING UP:**

- The Client is responsible for ensuring that suitable security and crowd control measures are in place prior to start of event.

#### **COLLECTIONS:**

- Collections must be inspected at the Company's premises; hired goods must be checked against the booking form before being taken.
- The hire goods stated on the booking confirmation will be prepared, cleaned and checked by the Company, but it is the responsibility for the Client to check the items on the order for any shortages, breakages or incorrect items.
- This cannot be clarified or rectified after the Client has left the premises with the goods. The Company will not be liable after this time and no refunds will be given.
- All goods are provided packaged in boxes/bags. Therefore all goods must be re-packaged in the original boxes/bags provided ready for collection/return. A charge will be made for non-return or damage of original boxes and packaging usually around £20-£30 per box. This covers the cost of the Company having to get boxes/bags specially made to be able to store and re-hire these items.
- Goods must be ready for collection at the agreed location at the correct date and time. A charge is made for an aborted delivery/collection by the Company where the venue/Client is at fault.
- The Client is responsible for the return of items not readily available at collection point. The Company at their discretion may offer to re-collect and this will be charged at mileage plus time to the Company. If goods are not returned within 7 days of event goods will be deemed as missing (See clause damaged and missing items below).

#### **NON RETURNS/DAMAGED GOODS:**

- Charges will be made for any damaged goods. This includes but is not limited to; goods that have been dragged on the floor, ground in earth or grass stains, burns, holes, rips, tears, candles wax, grease or deep staining.
- Please note Limbo, Noughts and crosses and Jenga are wooden and they can't stay out in the heavy rain. Failing that, damage will occur and you will get charged for any damage or breakage of the item.
  - In the event of heavy rain we replace Giant Jenga set with hard wearing older version set of Giant Jenga.
- All packaging and boxes MUST be kept and returned in good condition. The loss/damage of these boxes will incur a replacement charge, usually around £20-£30 per box. This covers the cost of the Company having to get boxes & packaging specially made to be able to store and re-hire these items.
- Shortages and damages to hired goods will be charged at full replacement value and delivery to The Company. No substitute item will be accepted by the Company.
- The Company will inform The Client within 48 hours, in writing of any damages or missing items on the order. The Client has 7 days from the date of notification to return any missing goods. After 7 days the Company will deem any goods not received back as missing and charge at full replacement cost and delivery to the Company. Any charges will be deducted from the refundable security deposit or where value exceeds the refundable security deposit an invoice will be issued to the Client.
- Additional journeys for attempted re-collection will be charged at full mileage plus time.
- Damaged goods remain the property of the Company.
- Invoice will be due for payment within 14 days. Failure to make payment will incur a £25 late payment fee. Invoices still not settled within 30 days of issue will be sent to an external debt collection agency with fees of £150+ being added to the account to cover the costs.
- Shortages and damages to some hired goods that comes in pack will be charged at full package price regardless of the quantity that's been lost or damaged (one or more).

#### **GLASSWARE:**

- Glassware must be handled with care.
- Hired glassware is the responsibility of the Client from the time the hired items leave the care of the Company until it is collected by the Company.
- If the Company has delivered and provided glassware direct to a venue or household the Client is responsible for the goods after delivery and set up by the Company until the hired goods have been collected from the venue or household by the Company.
- The Company will not accept any other glassware product that is not stated on the booking confirmation as a replacement of any damaged hired glassware.

### **CANDLES:**

- The Company only provide battery operated candles if the Client purchases their own then the Company does not take responsibility for any damage or fire caused and the candles will not be covered by the Company's insurance.

### **LIABILITY:**

- The Company shall not be responsible for injury or damage to any persons, buildings or property howsoever sustained arising from any Hired Goods from The Giant Garden Games Hire Company, the Client shall be solely responsible.
- The Client is solely responsible for the Hired Goods not the reception/event venue/hotel/florist or any other third party to whom the Client has entrusted the Hire Goods.
- The Client alone shall be responsible for ensuring the Hired Goods are kept in good order from the time of delivery from the Company until back into the possession of the Company.
- If the Client intends to leave Hired Goods anywhere other than in the Client's possession before or after the event an agreement of a good provision of storage must be made and organised direct with the hotel or third party by the Client and does so at their own risk.
- If Client intends to leave directly after the event finishes e.g. Honeymoon, the Client must organise to the take down, re-packaging and return of all hired goods prior to the event, nominating a third party to act on their behalf, the contact names, addresses and telephone numbers should be made known the Company so that the goods can be located after the event.
- The Client will still be fully responsible for the hired goods even when dealt with by a third party.

Sub-Contractor: The organiser reserves the right to pass on the personal details of the Client to sub-contractors who are directly involved with the Client's event package. These details may be kept on a database for future reference. The Client agrees to comply with all the terms and conditions of The Giant Garden Games Hire Company. Whilst every effort will be made by the Company to complete any orders, they cannot be held liable for non-completion of orders due to matters beyond their control.

*The Giant Garden Games Hire Company*

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