

## General Terms and Conditions

1. Design Elegance Ltd will provide the itemed hired which are detailed on your invoice. (Hereafter referred to as the “Hirer”).

2. The booking is subject to the following conditions, and the Hirer should NOT confirm the booking unless the conditions are fully understood and accepted. The Contract for the hire of goods is between the Owner and the Hirer, not the venue, unless goods are being hired directly by the venue. It is the Hirer’s responsibility to ensure that the venue is clearly instructed so that the Terms and Conditions are met. The Owner will charge the Hirer for any costs due to Terms and Conditions being broken. It is then the responsibility of the Hirer to reclaim any of these costs from the venue, if the venue was at fault.

We reserve the right to change these Terms and Conditions with immediate effect. Only the latest Terms and Conditions will be applicable to the Hirer at all times

3. Settlement of the balance must be made in accordance to the payment terms outlined in the booking contract.

4. We will hold your date for 3 days to allow you time to read this document. If after reading the document you do not agree to our terms and conditions you will be entitled to a refund in full (within 3 days of the invoice date) By paying your deposit you agree that you have read and understood this document.

5. In the event of any cancellation, any booking fee or deposit that has been paid will be forfeited. Cancellation charges will be made as follows: • Notice given more than 90 days prior to event/hire – None of remaining balance due • Notice given 90-61 days prior to event/hire – 50% of remaining balance due exc logistics costs • Notice given 60-31 days prior to event/hire – 75% of remaining balance due exc logistics costs • Notice given less than 30 days prior to event/hire – 100% of remaining balance due inc logistics costs

6. The Hirer is responsible for the hired equipment from the time that it is delivered until it is collected by our staff and must insure the equipment’s on an “All Risks” basis including Accidental loss destruction or damage by Fire, Lightning, Aircraft, Explosion, Riot, Civil Commotion, Malicious Damage, Earthquake, Storm, Tempest, Flood, Bursting and overflowing of water tanks pipes and apparatus, Falling Trees, Impact, Escape of Fuel from any fixed oil heating installation, **Any loss or damage to any items on hire will be charged back to the hirer at our full retail replacement value.**

7 Parking must be available at all times while we are on site, if for any reason this is not the case the Hirer is liable to pay for any additional parking charges incurred by our staff.

8 Adequate power supply must be provided by the venue for the equipment hired, for specific requirements.

9 Excessive soiling of any or our products will result in the Hirer being invoiced for the cost of professional cleaning or replacing as required. 10 Design Elegance Ltd will not be held liable for any damage caused to buildings or property. 11 Design Elegance Ltd uses an external debt collection agency to collect overdue payments. We make all reasonable attempts to resolve payment issues in-house, and will provide written warning (either by email or post) before any debt is passed on. In signing this contract, the Hirer is agreeing to pay all invoices and charges on time, and understands that if passed on for collection, 15% commission will be added to the amount owed, along with any incurred court, legal or collection fees. Failure to make final payment as required for a hire or event will result in dispatch of equipment or services being refused and cancellation of the order with no refund. In this instance the final balance shall still be due.

### **PhotoBooth Terms and Conditions in addition to 'general'**

1. The Hirer must arrange access to the premises at least 45 minutes before the commencement of the function, or earlier if deemed beforehand. (Otherwise the PhotoBooth may not be ready to start on time). 2. Any delayed set up time and subsequent delayed start time due to the over run of any prior proceeding or of situations outside of our control will not warrant any extension of the stated finish time or any fee reduction. However at the sole discretion of the duty staff and with the permission of the venue management an extension of these times may be made. We will charge an additional fee of £50 per hour. This additional fee must be paid in cash to the staff before any extra time commences. 3. The hirer shall be responsible for the conduct of all those attending the function and shall evict any person who is aggressive to the staff.

### **Starlit Dance Floor Terms and Conditions in addition to 'general'**

- 1) I am aware that the surface, which the floor is to be laid, needs to be both flat and dry. An uneven floor may result in the LED's not working, as the panels cannot connect properly. Our staff will not lay the dance floor on a wet surface, as this will damage the panels.
- 2) Design Elegance Ltd will not be held responsible if we cannot lay the dance floor due to the surface being wet or uneven.

**3) Liquid spillages on the dance floor can occasionally result in component failure, the Hirer is liable for any damage caused Please do not allow drinks on the Dance Floor. Replacement Fee is £15,000.**

- 4) The venue needs to have suitable access i.e. no stairs, steps so that we can wheel the dance floor (in its trolley which is 137cm x 67cm) into your venue. Where the function room is upstairs a goods lift will be required.
- 5) We also need to be notified if there is gravel, ledges, lips that the trolley needs to be pushed on / over.
- 6) If the access is poor (see points 4 & 5) then an extra charge may be made in order for extra staff to be allocated to your event to carry the dance floor panels by hand into your function room.

### **Breakdown and Collection**

All of our goods are collected the very next day after an event. Unless your invoice has a breakdown charge we will not be returning to breakdown any items the evening of your event. If this is a service you require please let us know as soon as possible. A 12pm breakdown and collection cost is £175 + £50 per hour thereafter. You and or your venue will be responsible for placing all the hire items in one place ready for us to collect the next morning before 11am.

### **Complaints**

Should a hirer have a complaint regarding an evening that we have completed by means of hiring goods or providing on the day co-ordination. They must write to us within 7 days of the event taking place via recorded delivery to our office address which can be found on the invoice. Any written complaints will be run past our legal advisors within 21 days of receipt of them. You will receive an acknowledgment response within 7 days of receipt of your postal letter.

Please be aware (see paragraph 2.0 General) that these Terms and Conditions can be revised with immediate effect at any time. Ensure that you have the latest copy by either checking our website or requesting it directly from us (mail, email, telephone).

The end of Terms and Conditions.

A copy of our Public Liability Certificate is available on request.