

Caroline Lodge trading as Hertfordshire Party Hire

18 Whitehorse Lane
Welwyn
Hertfordshire AL6 0HA

Terms and Conditions for the Hire and Supply of Goods

1. Definitions

- 1.1. **Us/We/Our** - Caroline Lodge t/as Hertfordshire Party Hire
- 1.2. **Booking Form** - the Hertfordshire Party Hire Booking Form
- 1.3. **You/Your** – the customer or hirer and/or the customer or hirer’s representative(s) identified on the Booking Form
- 1.4. **Goods** – items hired or sold to You by Us
- 1.5. **Deposit towards Damage** – the amount held by Us towards the replacement of Goods lost or damaged whilst on hire to You

2. Terms of Hire

- 2.1. Ownership of all Goods hired to You remains with Hertfordshire Party Hire at all times;
- 2.2. Any Goods sold to You on a non-return basis will be explicitly identified as such on the Booking Form;
- 2.3. Goods are hired to You for the period including the day they are collected or delivered to You, the day(s) You use them, and the day the Goods are collected or returned to Us. These dates are specified on the Booking Form;
- 2.4. The Goods are hired to You on the express understanding that they will not be lent, hired, or used by any third party, and will only be used and stored at the locations agreed with Us and identified on the Booking Form;
- 2.5. You will return the Goods to Us at the location date and time specified on the Booking Form. Time is of the essence. If the Goods are not returned at the agreed time You will pay Us the replacement value as per Our Schedule of Costs;
- 2.6. You are solely responsible for the use and care of all Goods during the period of hire, and understand that the Goods are not covered under any insurance maintained by Us. You are advised to seek professional advice and arrange Your own insurance cover;
- 2.7. You accept full liability for death, injury or damage caused by the Goods or use of the Goods whilst in Your care;
- 2.8. Goods may not be new and may have a reasonable degree of wear and tear and will be in a satisfactory condition for the purpose of the hire;
- 2.9. We cannot accept changes to the style or colour scheme of any floral design less than 30 days before the commencement of hire;
- 2.10. If We deliver Goods to You We will make reasonable efforts to deliver at the requested date and time. We will not be held liable for any loss arising directly or indirectly from any delay in the collection or delivery of Goods;
- 2.11. We will not be liable for any loss caused by our failure to deliver all or part of the Goods. We will offer a pro-rata refund of the hire charge where we are unable to deliver the Goods as agreed on the Booking Form;
- 2.12. Delivery by Us must be to You or person(s) nominated by You. We will deliver to the agreed location to within 5 horizontal metres of public vehicular access where loading is allowed. You will be responsible for moving and returning the Goods to and from their point of use to facilitate collection by Us where this has been agreed on the Booking Form.

3. You agree

- 3.1. to provide proof of identification by supplying Your passport, driving licence and household utility bill showing Your name and address, which we will copy and keep on file until after the hire is complete and all monies received by Us. You will also provide the name and identification of any representative of Yours to whom We release Goods on Your behalf;
- 3.2. to inspect all Goods delivered to You or collected by You for hire at the time of collection or delivery and note to Us any damage present at that time and also any discrepancy in the Goods listed on the Booking Form. Failure to notify Us of any discrepancy within 24 hours of the start of the hire period will mean that We are unable to offer any refund or replacement;
- 3.3. to pay for the replacement of Goods lost or damaged whilst on hire to You;

- 3.4. to accept Our costs relating to the replacement of lost or damaged items;
- 3.5. to pay a Deposit towards Damage of the Goods in addition to all other charges levied by Us. This deposit will be refunded to You where all Goods are returned on time and undamaged;
- 3.6. to accept responsibility of ensuring that You are available to accept delivery and collection of the Goods by Us at the start and end of the hire period at the time and location specified on the Booking Form. If You are not available You agree to compensate Us at the rate of £1 per mile for additional vehicle journeys plus £25 per hour or part thereof for any additional time spent by Us in waiting or making additional journeys. These amounts to be payable daily.

4. Payment & Refunds

- 4.1. A non-refundable 50% deposit is payable at the time of booking by You;
- 4.2. The balance of the Hire Charge and the Deposit towards Damage is payable no later than 30 days prior to the commencement of the hire period. If the balance and Deposit towards Damage is not received in full by this time We reserve the right to treat Your booking as cancelled and Your deposit forfeit.
- 4.3. If You cancel the hire within 30 days of the hire period the Hire Charge is payable in full and no refunds will be made.

5. Packaging and Care of Items

- 5.1. Linen and cloth Goods are easily damaged by contact with items such as sticky tape, candle wax, staples, pins, cigarettes. Where damaged these will be charged at full replacement value;
- 5.2. Linen Goods must never be folded when wet or damp, and should be left to air to prevent the formation of mildew;
- 5.3. Vases and floral containers are hired Goods and must be returned to Us. Natural flowers and natural floral arrangements become Your property at the end of hire, unless stated otherwise on the Booking Form;
- 5.4. We may provide suitable packaging with the hired Goods. Packaging must be returned with the Goods in the same condition as delivered to You.

6. Replacement items

- 6.1. We reserve the right to change any of the Goods and offer a replacement. We will communicate this to You as soon as is practicable.

7. Your signature

- 7.1. I confirm that I have read, understood, and agree to these terms and conditions.

Signature of Hirer:

Name (printed):.....

Date of Signature:.....