



Terms & Conditions of Hire

General

The 'Company' is Southdown Events. The 'Hirer' is any person or company who hires or has agreed to hire Goods from the Company. 'Goods or equipment' means goods provided by the Company in accordance with the Company's standard Terms and Conditions of hire.

Acceptance of Conditions

The customer's acceptance of goods on hire implies acceptance by signing and agreeing to our Conditions of Hire as given below, and/or by payment of the order.

Retention of Title

All goods remain the property of the company and the customer undertakes not to sell, offer to sell, assign charge, pledge or underlet, lend or otherwise deal with the products unless agreed otherwise with the company.

Booking

A minimum spend requirement of £350 is required to qualify for delivery. Our normal delivery area is within a 25 mile radius of RH17 7RU. There is no minimum spend for items collected from our warehouse.

A 50% booking fee is required to reserve your booking. This fee is non-refundable. You will be liable for the full balance 6 weeks prior to the hire date. For cancellations please see **Cancellation Policy**.

Payments can be made using BACS / Bank Transfer, PayPal, Cheque or Cash. If payment is made by cheque; the cheque must clear our account prior to items being released.

Personalised Items

If items are ordered specifically for a client and are personalised for the client., no refund or exchanges will be given if these items are no longer required or not used.

Straw / Hay Bales

If you are hiring hay bales from us, you must be aware that these are **extremely flammable** and you should make all guests aware that smoking or naked flames are not permitted close to them. It is **your** responsibility as the hirer to ensure that all fire and health and safety precautions are in place.

We cannot be held responsible for any damage or injury caused by fire or misuse of the bales.

Delivery and Collection

You or an appointed person will be required to inspect and sign for the goods at the time of delivery. If there is no-one available, we will check the items and assume they are correct unless you notify as per detailed in the following section **Payment for Damaged or Missing Items**.

Any person, other than the hirer who signs a delivery/collection note at the venue is deemed to be authorised to do so.

Delivery of items can be made at any time agreed prior between Company and Hirer.

Please be aware that the goods remain your responsibility until they have been collected by the Company or returned to us. You should therefore make every effort to ensure goods are kept dry and are retained in a secure place until this time. All items must be replaced and stored together ready for collection.

Any missing items that cannot be found and returned will be charged as per **Payment for Damaged or Missing Items**.

All items being delivered are for ground floor or outside delivery only, unless agreed prior.

It is the hirer's responsibility to ensure that the items hired have been accepted and cleared by the venue. If a venue refuses to allow us to install any items no refund will be given.

Waiver of Liability

This agreement releases Southdown Events from all liability relating to injuries that may occur during your event. By signing this agreement, you, the hirer agree to hold Southdown Events entirely free from any liability, including financial responsibility for injuries incurred, regardless of whether injuries are caused by negligence. All hire items should only be used under supervision of a responsible adult.

Return / Collection of Hired Items

Please ensure all items are clean and dry prior to collection or returning to us. This is particularly important on items that have been used outdoors. Goods not available for collection on the agreed date and time will incur an additional collection fee.

If **any** items are returned dirty you will be charged 20% of the hire value of the items as a cleaning fee. This cleaning fee covers, candelabras, drinks dispensers, glass votive etc. this is not an exclusive list. If you are not sure prior to hire, please contact us for clarification. This charge will be automatically taken from your security deposit.

Payment for Damaged or Missing Items

The hirer assumes complete responsibility for loss of or damage to the hire products (other than fair wear and tear) from the time the equipment is collected from us or delivered at the venue/premises, until it is collected or returned to us. If an item is found to be damaged or missing then you the hirer agrees to pay the full cost of replacing the equipment with new stock.

Cancellation Policy

Should you wish to cancel your contract with Southdown Events, the following cancellation charges will apply. Cancellation within 30 days of your initial booking will result in no charge and your 50% deposit will be refunded in full. Cancellation after this 30 day period up to 6 weeks prior to the event will mean the 50% booking will not be refunded. **Any** cancellation after the balance is paid in full within 6 weeks of the event will result in no refund. The company has the right to use discretion under extreme circumstances.

Adverse Weather

Our outdoor items including our caravan photo booth and garden games are intended for outdoor use. However it is the complete responsibility of the hirer to ensure that these items are protected during adverse weather conditions. It is also the responsibility of the hirer to ensure with the venue that there is suitable shelter to use any outdoor equipment should the weather mean they cannot be used safely in the open. Should the weather conditions on the day of the event mean that you are not able to use the items hired then there will be no refund offered.

Payment

You are liable for the full balance 6 weeks prior to your event date and an invoice will be sent 8 weeks in advance. If for any reason you don't receive an invoice please contact us as soon as possible. If payment is not received 30 days before, we will assume our services are no longer required and will cancel the order. Cancellation fees apply see **Cancellation Policy**. In respect of changes to an order please see the below clause **Changes to an order**.

YOU ARE STRONGLY ADVISED TO TAKE OUT INSURANCE IN ORDER TO COVER YOURSELVES IN THE UNLIKELY EVENT OF YOU HAVING TO CANCEL YOUR FUNCTION

Termination of Liability

The Company shall be relieved of all liability for obligations incurred to the Hirer and any other third party.

Law

This contract shall be governed by English Law in the Courts of England.