Terms and Conditions of Hire

**General**

The ‘Company’ is The Finishing Touch Sussex. 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 Hirer’s acceptance of our Conditions of Hire is agreed by signing the Terms as given below, and/or by payment of the order.

**Retention of Title**

All goods remain the property of the Company and the Hirer 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**

Our delivery area is within a 15 mile radius of Hastings, East Sussex.

Delivery outside of this radius is subject to a charge per mile and must meet the minimum spend of £200.

There is no minimum spend for items posted.

**Payment**

A 50% booking fee is required six months prior to the event to reserve goods.

If the event takes place less than six months away 50% of the balance is due upon receipt of the invoice.

The Hirer is liable for the full balance four weeks prior to the event. For cancellations please refer to our Cancellation Policy.

Payment can be made using BACS/Bank Transfer. We do not accept cheque or cash. Funds must clear our account prior to the items being released.

If payment is not received 30 days before, we will assume our services are no longer needed and will cancel the order, therefore releasing the goods and date to other enquirers.

**Personalised Items**

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

**Delivery and Collection**

The Hirer or an appointed person will be required to inspect the goods at the time of delivery or set up.

If there is no one available upon delivery we will check the items and assume they are correct.

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

Delivery and collection of goods will be made at a time agreed between the Company and the Hirer.

Please be aware that the goods remain to be the responsibility of the Hirer until they have been collected or returned. The Hirer should therefore make every effort to ensure goods are kept dry and retained in a secure place.

All items must be collected together or left in predetermined locations. Any missing or damaged items will be charged as per the Payment for Damaged or Missing Items clause.

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

**Damaged or Missing Items**

The Hirer assumes complete responsibility for any loss of or damage to the hire products from the time the equipment is collected or delivered at the venue/premises, until it is returned.

If an item is found to be damaged or missing then the Hirer agrees to pay the full cost of replacing the equipment with new stock.

**Cancellation Policy**

Cancellation within 30 days of your initial booking will result in no charge and any deposit will be refunded in full, given that your event will not take place within the six weeks of booking.

Cancellation after the 30 day period up to six weeks prior to the event will mean the fee is non refundable.

Any cancellation after the balance is paid in full/within four weeks of the event will result in no refund.

The Company has the right to use discretion under extreme circumstances.

**Changes to an Order**

Final proofs of any designs created will be provided to the Hirer prior to printing for approval.

The Finishing Touch Sussex is not liable for any spelling or design mistakes once approval has been granted.

Any changes to a stationary order will be subject to charges if the print has already been confirmed with the third party company.

Items can be added to a hire agreement at any given time, if the goods are available. The cost of the item will be expected in full in line with the payment clause.

**Adverse Weather**

Should you wish to use our equipment outside, it is the responsibility of the Hirer to ensure these items are protected during adverse conditions and used appropriately.

It is also the responsibility of the Hirer to ensure with the venue that there is suitable shelter for the goods should weather mean they cannot be used safely in the open. Certain goods cannot be used outdoors and should not be left outside overnight.

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. The Finishing Touch Sussex will work with you to find a suitable location for the goods if possible.

**Health and Safety**

It is your responsibility as the Hirer to ensure that all fire and health and safety precautions are in place.

The Company cannot be held responsible for any damage or injury caused by misuse of goods. All goods will be provided to the Hirer in a working and safe condition.

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 item no refund will be given.

**Waiver of Liability**

This agreement releases the Finishing Touch Sussex from all liability relating to injuries that may occur during your event.

By signing this agreement you, the Hirer, agree to hold the Finishing Touch Sussex free from any liability, including financial responsibility for injuries incurred.

All hire items should only be used under supervision of a responsible adult.

**Termination of Liability**

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

I, the Hirer, agree to and understand the Terms and Conditions outlined by the company, The Finishing Touch Sussex, above.

I have been given adequate opportunity to put forth any queries I may have and have been given acceptable responses in return.

*Name:*

*Date:*