

General Terms & Conditions

Terms and conditions are important because they create certainty between both parties. They detail the responsibility of both us ("Alternative Occasions Ltd" / "Stressfreehire") and you, ("The Hirer").

Definitions

"Equipment": any and all materials, goods or props developed, created or supplied by Alternative Occasions Ltd/Stressfreehire and provided in relation to the Services;

"Service": the Hire and/or Installation Service and/or Additional Service to be provided by Alternative Occasions Ltd/Stressfreehire;

"Venue": the venue at which Alternative Occasions Ltd/Stressfreehire will provide the Installation Services and/or the venue at which the Equipment will be used by the Hirer, as such venue is specified in the Contract;

"Contract": the document detailing the Services and Equipment to be supplied by Alternative Occasions Ltd/Stressfreehire and which is signed by the Hirer.

1. Hire Services

- 1.1. All Hire Equipment remains the property of Alternative Occasions Ltd/Stressfreehire.
- 1.2. The Hirer is fully responsible for the Hire Equipment and for insuring the Hire Equipment if necessary, from the time we deliver until it is removed from the venue. No insurance is provided by Alternative Occasions Ltd/Stressfreehire.
- 1.3. All Equipment is delivered clean and ready to use.
- 1.4. The Hirer is not required to clean Hire Equipment following use.
- 1.5. Nothing can be attached or adhered to our Hire Equipment unless express permission is provided by us in writing. Where express permission is provided, the Hire Equipment must be returned to its supplied state prior to the agreed collection time to avoid an additional labour charge.
- 1.6. Hire Equipment cannot be moved from one location to another unless express permission is provided by us in writing.
- 1.7. Glass candelabra cannot be moved under any circumstances and we reserve the right to levy an additional labour charge if they need to be moved during your event.
- 1.8. We will not be responsible for any faults or breakages to Equipment due to negligence, rough handling or unfair treatment by the Hirer, or your agents or contractors (or your or their employees)
- 1.9. In the event of a breakdown or unsatisfactory working of Equipment supplied, we should be notified of the fault. No attempt should be made to repair the Equipment unless express permission is granted by Alternative Occasions Ltd/Stressfreehire.
- 1.10. If the Hirer has any cause for complaint concerning the condition, suitability or performance of Equipment supplied, we should be notified immediately. No consideration for redress will be given to a grievance once the Equipment has been used.
- 1.11. Our drivers are not authorised to return deposits or check Equipment when collecting Hire Equipment.
- 1.12. The refundable deposit less the costs of any breakages or losses together with any additional charges due, if applicable, is returned after the Hire Equipment has been checked by authorised staff at our premises. Where the deposit is not sufficient the Hirer is liable for the balance.
- 1.13. Hirer's own Equipment cannot be accepted as replacement for any breakages or losses.
- 1.14. Table linen must not be stored in plastic bags if damp or wet. Damage resulting from mildew and other stains or burn marks that will not respond to laundering will be charged at full replacement cost.
- 1.15. We reserve the right to charge for additional cleaning if any Hire Equipment is returned unreasonably soiled e.g.: footprints on furniture, vomit on equipment etc.
- 1.16. The Hirer shall ensure that the venue is suitable for the Equipment and Services contracted and that health and safety and fire regulations will not be breached. This includes, but is not limited to, the size of the venue, any doorways and the technical facilities available. Please note that some venues prohibit the use of gaffer tape (gaffer tape is often necessary to secure cables and carpet to prevent trip hazards), smoke machines or naked flames.
- 1.17. Dimensions are provided as a guide only.
- 1.18. Candelabra and other Equipment containing candles may only be used on stable, level surfaces.

- 1.19. Hire Equipment must not be placed close to a heat source.
- 1.20. We may, without liability, omit, change or move any element of the Service as we reasonably consider necessary on the grounds of health and safety or fire risk.
- 1.21. We take Health and Safety very seriously and our insurance policies, risk and method statements will be supplied upon request. If venues and/or other suppliers require us to complete additional documentation prior to the event, e.g.: their own bespoke proforma or conditions, then additional charges may be levied. Failure to levy this charge should not be taken as evidence of failure to complete said documentation.
- 1.22. Hire Equipment may only be used indoors unless specifically identified in the Contract for external use.
- 1.23. All colours and finishes stated or illustrated on our website are subject to interpretation and actual finishes and effects may vary from those shown.
- 1.24. All Hire Equipment is "used" and therefore reasonable signs of wear and tear will show as they are continual hire items.
- 1.25. We reserve the right to change specifications where necessary and due to unforeseen circumstances, such as losses or breakages. Any changes will be notified where possible and will be the closest available match and of an equivalent or higher value.
- 1.26. The Hirer agrees that the supply of the Services will be subject to our reasonable artistic licence and interpretation.
2. Logistics
- 2.1. Deliveries are from hard standing adjacent to the main door, ground level entrance, unless pre-arranged.
- 2.2. The Hirer is responsible for ensuring that we can gain access to the premises at the times agreed for delivery and collection. If for any reason we are unable to obtain access at the agreed times, we will not accept liability for any damages or consequential costs that arise.
- 2.3. We will take no responsibility if the venue, or its contractors, where all/part of the event is to take place, disallows us or any of our contractors access to the venue or prevents us from operating or supplying the contracted services for any reason. For example: venues operating a suppliers list where we are not listed, venues operating a specific dress code which has not been communicated and agreed in advance etc.
- 2.4. The Hirer is responsible for ensuring that we are notified in advance where the destination address poses special or difficult conditions for delivery. Difficult or problematic scenarios might include upper floor areas without lift access, narrow track access or loading or parking restrictions.
- 2.5. We reserve the right to charge an additional £80 + VAT per person per hour waiting time if the room or other agreed prerequisites are not available for set-up or break-down at the agreed time, or if delivery locations given to us by the Hirer, your agents or contractors (or your or their employees) are incorrect. Delays caused by your event overrunning may impact other client events that we have scheduled. We recommend that access and event times are checked with your venue prior to contract.
- 2.6. An additional full day hire fee may apply if Equipment is not ready for pick up on the date/time agreed.
- 2.7. We reserve the right to pass onto the Hirer the cost of any fines or additional costs incurred due to delivery/collection instructions that neglect or ignore parking restrictions or if a loading bay or sufficient parking are not available.
- 2.8. We will use reasonable endeavours to effect delivery and collection at the times agreed with the Hirer. No responsibility will be taken if requested times are not met.
3. Ordering & Acceptance
- 3.1. The charge for our Equipment and Services is shown in our Contract. Any additional charges arising from additional Services or Equipment requested will be based on our current price list or as agreed at the time the additional Service or Equipment is requested.
- 3.2. Prices quoted are for one days hire only and are subject to VAT.
- 3.3. Prices quoted are valid for 1 month from the date of issue of the Contract.
- 3.4. To book our Service you must complete, sign and return our Contract by fax, post or email together with the required payment due.
- 3.5. The receipt by us of an order does not constitute acceptance. Any order shall only be deemed to have been accepted by us when we have expressly confirmed that we have received your order.
- 3.6. All Services and Equipment are offered subject to availability and this cannot be guaranteed until our signed Contract and the appropriate payment have been received.

- 3.7. Any correspondence by fax, email or post taking place between the date of confirmation and the date of the event forms part of the Contract between us.
- 3.8. Our Contract states the type of event, the proposed timing of the event and the location of the venue. If for any reason any of these parameters change you should notify us immediately. We reserve the right at all times and without liability to you to re-price the event or to cancel your booking if the parameters differ from those specified in the Contract.
- 3.9. In addition to the charges for our Services, a returnable deposit may be required. Payment, plus the returnable deposit if applicable, must be made before Equipment will be delivered. Cheques must be received at least 10 days in advance and must be cleared before delivery. If cheques presented to us as payment are returned by the bank a fee will be charged.
4. Cancellation and Late Payment
 - 4.1. If you wish to cancel your booking after it has been confirmed by us, you must provide us with a notice of cancellation in writing, either by fax, email or post. The date of cancellation shall be deemed to be the date on which written notification of cancellation is received by us. All monies due to the date of cancellation are non-refundable.
 - 4.2. Our cancellation policy, unless otherwise specified in our Contract, is as follows:
 - 4.2.1.1. The initial deposit of 30% is non-refundable under any circumstances
 - 4.2.1.2. Orders cancelled within 30 days of the start of the event are chargeable in full.
 - 4.3. If you fail to pay the amount due by the date that payment is due we may, without prejudice to any other right or remedy we may have, cancel your booking. If we cancel your booking in these circumstances the booking shall be treated as if it were cancelled by you and cancellation charges shall then become due.
 - 4.4. In the event of cancellation or late payment, in accordance with the payment terms stated in our Contract or upon it being cancelled, we will invoice you for the amount due to us. In the event that invoices are not paid when due, we reserve the right to charge interest at 3% above HSBC Bank plc's base rate at that time. Interest is calculated from the original due date until cleared funds have been received.
5. Ownership of Intellectual Property Rights & Confidentiality
 - 5.1. Alternative Occasions Ltd/Stressfreehire reserves all rights in its intellectual property of any nature whatsoever including without limitation copyright, and design rights and the Hirer or your agents or contractors (or your or their employees) shall not be entitled to any intellectual property rights arising out of the provision of the Services. The Hirer or your agents or contractors (or your or their employees) shall not release photographs, designs, quotations, drawing and recordings to any third party for any commercial purpose without our prior written consent.
 - 5.2. The Hirer will keep in strict confidence all technical or commercial know-how, specifications, drawings, quotations, inventions, photographs, recordings, processes or initiatives which are of a confidential nature and which have been disclosed to the Hirer by Alternative Occasions Ltd/Stressfreehire and any other confidential information concerning Alternative Occasions Ltd/Stressfreehire's business or its products which the Hirer may obtain. The Hirer will restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know the same and will ensure that such employees, agents or subcontractors are subject to equivalent obligations of confidentiality as bind the Hirer.
6. Publicity
 - 6.1. You grant Alternative Occasions Ltd/Stressfreehire permission to photograph the Equipment installed for your event for use in our printed publicity and online on our website, blog and social media. In the event that any individuals or privately owned/non-commercial venues are pictured we will seek your consent before displaying any images.
7. Assignment
 - 7.1. The Hirer shall not without our prior written consent assign or transfer the Contract or any part of it to any other person.
8. Liability
 - 8.1. Unless specifically agreed, we will not provide any Equipment or Services to you or your contractors or employees.
 - 8.2. Alternative Occasions Ltd/Stressfreehire is under no liability whatsoever for any injury or damage to persons or property for loss of profit claimed by the Hirer or your agents or contractors (or your or their employees) in respect of any interruptions, delays, inaccuracies, errors, omissions or any failure to deliver or from the use of any Equipment under hire.

- 8.3. In any event and notwithstanding anything in the Contract, in no circumstances shall we be liable in Contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof for:
 - 8.3.1. Any increased costs or expenses exceeding the value of the Contract
 - 8.3.2. Any loss of profit, business or contracts exceeding the value of this Contract
 - 8.3.3. Any special, indirect or consequential damage of any nature whatsoever exceeding the value of this Contract
 - 8.3.4. Any damage or loss exceeding the value of this contract, provided that this clause shall not limit our liability for death or personal injury resulting from our negligence.
 - 8.3.5. Any of the above which on its own or in aggregate exceeds the value of this Contract.
 - 8.3.6. Reduction of enjoyment of special occasions
 - 8.3.7. Reduction in colour coordination or quality of pictures taken at your event
- 8.4. If two or more persons sign this Contract, the liability of each is joint and several. This means that each person can be held fully responsible for all the responsibilities under this Contract.
9. Force Majeure
 - 9.1. We may cancel your booking with immediate effect and without any liability to you if circumstances or events outside our reasonable control prevent, delay or substantially affect performance of our responsibilities. Circumstances or events outside our reasonable control shall include (without limitations) acts of God, fire, refusals to grant licences, strikes, lock-out or industrial action, compliance with any law or governmental order, rule, regulation or direction, transport disruption, accidents, any act or omission of yours or your agents or contractors (or your or their employees). If we cancel your booking in these circumstances, we will refund any deposit paid by you unless cancellation relates to acts or omissions of yours, or your contractors.
10. Complaint
 - 10.1. If you have a complaint prior to the event, notify us immediately and we will do what we can to help. If any complaint arises out of the booking or our performance of the Contract, you must notify us in writing (by fax, email or post) within 14 days of the event. We will not accept liability for any complaint or claim unless notified in writing within 14 days of the event.
11. Indemnity
 - 11.1. The Hirer shall indemnify Alternative Occasions Ltd/Stressfreehire from and against any and all claims, demands, costs and judgements arising out of, connected with or resulting from the operation, possession or use of the hired Equipment.
12. No Warranties
 - 12.1. Alternative Occasions Ltd/Stressfreehire makes no warranty as to the suitability of the Equipment for the intended use by the Hirer unless otherwise agreed.
13. English Law
 - 13.1. This agreement is subject to the English Law.

Alternative Occasions Ltd.

Venue Transformation Services

www.stressfreehire.com

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