

1. OWNERSHIP

- 1.1 Goods at all times will remain the property of Essex Chair Flair (The Owner). The goods are a reference to all items hired from the owner to the hirer.
- 1.2 The Hirer is the person(s) named on the agreement and who has signed the agreement.
- 1.3 Your Venue will not be responsible for any hired goods unless the venue themselves are the hirer and are named as the hirer on the hire agreement.
- 1.4 It is the hirer's responsibility to inform the Venue of the terms and conditions and to oversee that the Venue adhere to the terms and conditions. Any costs incurred due to loss/damage by the Venue will be the hirer's responsibility.
- 1.5 The owner will not be liable under any circumstances for any injuries, death, or damage to any property caused by any hired goods.
- 1.6 Essex Chair Flair and their representatives, reserve the right to photograph at any venue and use the material for marketing and advertising purposes in any media they wish.

DEPOSITS/SECURITY DEPOSITS. - DIY IDENTIFICATION

- 2.1 For Chair covers and sashes only - Clients will be expected to pay a 20% deposit to secure their chosen date, and the balance of 90% is due 6 weeks prior to the event. The extra 10% will be held as a refundable security deposit against any loss or damage - SEE 3.1 Failure to pay balance by the agreed date will be deemed to cancel the booking and the hirer may incur cancellation fees - SEE 6.1. The security deposit will be returned within 2 weeks to allow the owner sufficient time to check for damages etc. In the unlikely event of loss or damage the security deposit would be retained to replace items, or partially replace items. Where there is a shortfall between the deposit and replacement costs, the hirer will be invoiced and should make a payment on receipt of invoice. If there is a surplus, the difference will be returned to the hirer in the form of a cheque. For replacement charges SEE 3.1
- 2.2 For bespoke items such as table linen, centrepieces, replica post boxes etc - Clients will be expected to pay a 20% deposit to secure their goods, and balance of 80% is due 6 weeks prior to the event. Failure to pay a balance by the agreed date will be deemed to cancel the booking and the hirer may incur cancellation fees - SEE 6.1. Additionally the owner will require a security deposit cheque to the value specified in the booking details overleaf, which will be held uncashed and returned within 2-3 weeks of the return/collection of goods to allow the owner time to check that the items have been returned in satisfactory condition. In the case of damage or loss, the security cheque will be cashed to offset any losses. Sums held in excess of replacement costs will be returned by a cheque; the hirer will be invoiced for any shortfalls, which should be paid on receipt of invoice - SEE 3.1 below.
- 2.3 For DIY clients, two recent (within 3 months) forms of ID will be required to show home address and must include either a passport or UK drivers licence with photo. Failure to do so could result in non-release of goods and could incur cancellation fees, or non delivery. For DIY with delivery, this could result in additional charges for delivery expenses incurred, SEE 4.1

3. ADDITIONAL CHARGES - REPLACEMENT COSTS AND ADDITIONAL EXPENSES INCURRED

- 3.1 During the period the goods are on hire, the hirer shall be solely responsible for ensuring the safekeeping of the goods from time of acceptance of goods, until acceptance of goods back into the possession of the owner. The hirer shall be fully responsible for any damages or losses to the owners' goods, and will reimburse the owner for replacement of the goods as follows : chair cover £25.00, table cloth £28, organza table overlay £15.00, table runner £10.00, sash £5.00, table swag £40.00. Napkins £2, Ostrich Feather Centre Pieces £120, topiary tree £25, Table mirror plates £10, LED candles and holders £3, Apothecary Jar £35, large vase £15, small candy jars £5, Scoop £4, Display steps £20, Candy poem £10, Tongs £4, replica post box £250, table plans £25, easles £50. These charges will be offset against the refundable deposit. If the security deposit does not fully cover the replacement charges, any shortfall must be paid immediately on receipt of invoice. All damaged goods will remain the property of the owner.
- 3.2 General soiling of goods is acceptable. Examples of damage to goods making them beyond further use include ripping, tearing, burning, candlewax burns and residue, chewing gum, permanent marker pens, ink, crayons, mildew damage, or anything else that makes the goods unusable. Goods in less than top condition will not be deemed re-usable.
- 3.3 In the case of DIY returns, all goods must be re-packaged safely in the containers provided, or in suitable container. Linens must not be packed into bags when wet, they must be allowed to dry before being packed to avoid mildew/damage/breakage.

4 ADDITIONAL CHARGES/EXPENSES INCURRED

- 4.1 Goods must be available for collection as agreed. Any aborted deliveries/collections/additional expenses incurred through non-compliance will be charged @ £25.00 plus 40p per mile per additional
- 4.2 Goods are for hire for a period as stated overleaf. The owner must be notified of any delays immediately and these may result in reasonable additional charges being made.
- 4.3 It is the hirer's responsibility to ensure that the venue is ready and available at the times stated in the event booking or as per any verbal agreement made with the owner. Any delays may result in
- 4.4 Additional charges may apply for excess travel/late night collections; hirers will be made aware of these at quotation stage, or if changes are made to the original booking, as soon as reasonably
- 4.5 Where the hirer intends to take chair covers and any other items hired outside, agreement will only be given on the understanding that: they are not to be used on grass or any other surface which

5. PROFESSIONAL ADVICE

- 5.1 The owner can offer recommendations but accepts no responsibility if such items are not suitable or to the hirer's taste. If in doubt the hirer must request samples.

6. CANCELLATIONS AND AMENDMENTS

- 6.1 Cancellations notified to the owner will incur the following charges:- in excess of six weeks prior to the event booking: 20% of the order value; under six weeks and over 2 weeks prior to the event will be charged at 50% of the order value; under 2 weeks prior to the event will be charged at 100% of the order value.
- 6.2 Essex Chair Flair will make every effort and use any resource available to them to deliver (& set up if specified) and collect at the times/dates specified in the event booking, however will not accept liability if times/ dates cannot be complied with, due to circumstances beyond their control, where failure is a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disasters) war, invasion, act of foreign enemies, hostilities (whether war is declared or not) civil war, rebellion, revolution, rioting, government sanction, blockage, embargo, labour dispute, strike, lockout, interruption, failure of utilities or communications services.
- 6.3 Essex Chair Flair reserves the right to amend prices, promotional offers and alter terms and conditions without limitations or notice.
- 6.4 Any changes by the hirer after making a booking will require the express agreement from the owner. This excludes changes to numbers of covers, which may be altered prior to balance due date. Changes to the hirer's specification/requirements could result in additional charges and/or may invalidate your booking- see 6.1 cancellation charges.
- 6.5 Where suitable stock or services cannot be supplied after receipt of a deposit, Essex Chair Flair reserve the right to cancel any booking without reason or reservation and will return any deposit paid, less any travel costs and other expenses incurred.
- 6.6 The owner will endeavour to supply the specific items requested, however reserves the right to substitute an appropriate alternative where necessary.
- 6.7 Where chair covers, linens and accessories cannot be supplied from stock, or suitable alternative stock supplied, clients may be offered the option to order bespoke manufacture, subject to adequate timescales. NB. Additional charges for chair covers may be incurred due to costs. Prices will be revised and agreed before any bespoke work is undertaken.
- 6.8 The owners reserve the right to withdraw their products and services at any time from a Venue or hirer, if the owner deems that either themselves, their representatives, or their goods are under any threat of danger, violence/damage either physically or verbally. In these circumstances, no refunds will be made and the hirer will remain responsible under all of the terms of the agreement.

I agree to be bound by the terms and conditions as stated. Name _____ Date _____ Signed _____