



## **TERMS AND CONDITIONS OF HIRE**

### **The Booking Process**

For the purpose of event hire, Midlands Flower Wall Co is a trading name of The Backdrop Hire Company Ltd. All invoices will be sent from and payable to The Backdrop Hire Company Ltd only.

Once the online booking form has been completed, an invoice for payment will be emailed to you with a copy of the terms and conditions of hire attached. A deposit of £100 is required within 7 days. If your deposit is not paid within 7 days, you will be required to contact us to recheck the availability of your date. The final balance is due no later than 8 weeks before your event, unless agreed otherwise.

**Completion of the online booking form confirms your acceptance of the following terms and conditions of hire:**

#### **1. Hire Period Definitions**

- a. Half Day Hire – inclusive of up to 5 hours hire immediately following set up, unless otherwise agreed in writing. Half day hire is only available within 25 miles of our current office location at the time of booking (subject to availability).
- b. Full Day Hire – inclusive of hire periods over 5 hours and up to one 24 hour period, to be agreed in writing at the time of booking.
- c. Multiple Day Hire – anything over 24 hour hire. Total hire period will be agreed in writing at the time of booking.

#### **2. Responsibility**

- a. All items supplied to you on a hire basis remain the sole property of The Backdrop Hire Company Ltd registered to 51 Station Road, Marston Green, Birmingham, B37 7AB.
- b. During your hire period (see 1) all hire items are the responsibility of you (the person(s) named on the invoice and not the responsibility of your venue, marquee provider or event planner. We recommend that you communicate with your venue to ensure the security of all hire items in your absence.
- c. The Backdrop Hire Company Ltd provides all hire items in excellent condition with time-stamped photographic evidence. All items must be collected in the same condition in which they were installed to avoid deductions from your damage deposit (see 6).



## **2. Installation**

- a. All hire prices include professional installation and breakdown by an employee or contractor of The Backdrop Hire Company Ltd. DIY installation, or 'Dry Hire', does not meet the terms and conditions of our public liability insurance and is therefore not permitted.
- b. It is the client's responsibility to take all necessary measurements of the area for installation of the backdrop prior to booking, noting any low ceilings, uneven flooring and fixtures/fittings in close proximity. If it is not possible to install in the pre-arranged area, the installation team will do their best to agree the next best location with you, your emergency contact or your venue. If sufficient room is not available, there will be no refund for reduction in backdrop size or unfulfillment of the booking.
- c. Once installed, all backdrops must remain in the same position until removed by a member of our team. Attempts to relocate a backdrop may cause damage which will be subject to retention of the damage deposit and further costs (see 6b/c).
- d. As of 24<sup>th</sup> July 2023, we do not offer outdoor hire without an enclosed marquee or gazebo for installation. All hire items must be installed within a secure, weather-tight building or structure for the duration of the hire period. If, upon delivery, it is evident that any of these conditions cannot be met, we reserve the right to cancel your booking without refund.
- e. The Backdrop Hire Company Ltd is not liable for any arrival delays caused by difficulty in accessing your venue at the agreed set up time.

## **3. Breakdown**

- a. If your venue requires same day collection the latest breakdown time is 11pm. In some circumstances it may be possible to extend collection until midnight at an additional cost, please contact us for information about this option.
- b. If it is not possible to collect at the pre-arranged time, additional hire time will be deducted from your damage deposit as appropriate (see 5 for further information).

## **4. Health & Safety**

- a. All employees and contractors of The Backdrop Hire Company Ltd are trained to install all hire products in a way that will not pose a risk to public safety during installation, the hire period or breakdown. The Backdrop Hire Company Ltd is not liable for any actions which subsequently compromise the safety of products during the hire period.



- b. The Backdrop Hire Company Ltd is fully insured for Public Liability up to the value of £1,000,000. This can be increased as necessary. A copy of the appropriate certification can be provided to you and/or your venue following confirmation of your booking.
- c. If required by your venue, a risk assessment and PAT testing certification can be provided prior to the event.

## **5. Amendments & Cancellations**

- a. To avoid cancellation, an unlimited number of amendments can be made to your booking, subject to availability, until a booking has been fulfilled. If you would like to change your date, we will confirm which backdrops will be available to hire on your new date. If you would like to change your venue, the delivery and collection cost will be recalculated.
- b. When placing your booking, you are entering into a legally binding contract to reserve a specific product on a specific date which in turn reduces stock and staff availability. When cancelling, regardless of the circumstances, the amount of time elapsed since the booking was made will determine the likelihood of reselling the date and therefore affects the level of refund available:
  - i. 0-2 weeks since booking made, cancellation in excess of 8 weeks until event - 50% of deposit refundable
  - ii. 2+ weeks since booking made, cancellation in excess of 8 weeks until event - Deposit non-refundable
  - iii. Booking cancelled with 8 weeks of the event - Delivery and collection refundable only
- c. If your booking is cancelled by a member of our team, all payments made to date will be refunded in full.
- d. We strongly recommend that all clients purchase wedding/event insurance to cover any losses in the event of non-refundable cancellation.

## **6. Damage Deposit**

- a. Payment of a damage deposit, up to a maximum of 100% of the invoice amount with a minimum of £150, is due for payment one week prior to your event. The amount of damage deposit required will depend on the details of the event and can be confirmed prior to placing your booking. Damage deposits are refunded via the same payment method on the Monday following your event, minus any charges for one or more of the following:
  - i. unauthorised relocation (see 6b/c)
  - ii. tangible damage and/or vandalism



- iii. theft or missing items
- iv. additional hire time other than that which has been previously agreed
- b. We respectfully ask that backdrops are not relocated by anybody other than an employee of The Backdrop Hire Company Ltd. Evidence of risk to the integrity of the structure by relocation will incur a deduction from your damage deposit.
- c. If the damage amount exceeds the value of the damage deposit a supplementary invoice will be issued and pursued for immediate payment. Should you wish to receive a full breakdown of replacement charges before you make your booking, please contact a member of the team.

## **7. Photography**

The Backdrop Hire Company Ltd reserves the right to use any photography of our products taken during the hire period, however we will seek further permission to use any pictures of you or your guests. Photographs are used for promotional purposes on our website and/or social media. If you have any objections to this, please let us know in writing prior to your event.