Terms & Conditions

If you book our services you are agreeing to comply with and be bound by the following terms and conditions of hire.

GENERAL

The 'Company' is Above & Beyond Events Ltd. Trading as Above & Beyond Events Ltd. 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.

RETENTION OF TITLE

All goods remain the absolute 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.

NON-REFUNDABLE DEPOSIT & BALANCES

A non-refundable deposit payment is required to reserve your booking with us of which will be deducted on the final invoice. Payment of the deposit and any other future payments can be paid via bank transfer using the following details

Account number: 22582898

Sort code: 09-01-29

Please be aware that this is the **only** account the company will accept payment into. Above & Beyond will never contact the hirer requesting payment be made into an alternative bank account. Should the hirer receive any correspondence making such requests, they should contact Above & Beyond Events directly on 07429622239 to clarify.

Alternatively, payment may also be made by cheques payable to Above & Beyond Events Ltd. or cash.

Above & Beyond Events Ltd. offer a 14-day cooling off period in which you may change your mind, cancel or amend your booking with no liability and your deposit will be refunded. After this 14-day period has elapsed, you may still cancel at any time, however your deposit and any other amounts paid is no longer refundable.

The hirer should be aware that a booking is not confirmed until payment of a deposit has been received and acknowledged by Above & Beyond Events Ltd. on receipt of a deposit payment, the company will issue an amended invoice detailing so.

SETUP, ACCESS & UNFORESEEN CIRCUMSTANCES

It is the responsibility of the hirer to inform and obtain the appropriate permission at the venue for which the services of the company are required use Above & Beyond Events LTD.

Where appropriate, Above & Beyond Events Ltd.'s electronic equipment is PAT tested and certification of these details can be provided if required.

The hirer agrees to ensure there is access to a plug socket close to set up points. Above & Beyond Events will provide extension leads but these cannot be running through walkway areas for health and safety purposes.

Furthermore, the hirer will ensure there is clear access to load and unload at the venue and arrange for parking where appropriate. Moreover, it is the responsibility of the hirer to inform the company of any circumstances that would make setting up more demanding, including going upstairs, long distances from unloading area to venue etc. The company allocates a set period of time for setting up equipment at the venue which is included within your price. However, if there are any complications that are not made known to Above & Beyond Events Ltd. beforehand, the company cannot be held accountable for services being incomplete or failure to set up decor within the required timeframe.

Above & Beyond Events Ltd. agree to do everything within their power to make the hirer's day perfect. However, the hirer accepts the company cannot be held responsible for any circumstances that may prevent them from fulfilling their services. Such instances may include but are

not limited to; severe weather conditions, traffic delays, closure of the venue, etc. In these circumstances where Above & Beyond Events Ltd. cannot attend or fulfil the hire due to events beyond their control, they will ensue to contact you or the venue as soon as possible. In such instances, the company is not liable to make any refunds. However, unforeseen circumstances such as breakdown of vehicles, sickness, family emergencies or equipment failure which prohibit the company from attending and fulfilling the hire are liable for and will be limited to a refund payable to the hirer.

If the same function room is being used for both a ceremony and reception, the hirer will need to arrange with the venue setup of the table items after the ceremony. The company is unable to wait until the ceremony is finished to dress the tables or move items unless prearranged with us. Pre-arranged agreement of this service, known as a 'turnaround' may incur an additional fee and will be set out within the invoice provided by the company. It is the responsibility of the hirer to check that all Items have been provided and to notify the company immediately of any discrepancies. Any additional decor added to any of hired products must be removed prior to collection or costs maybe incurred for the additional time taken to remove such items. The company is unable to un-stack or arrange chairs at the venue. This is something the hirer will need to arrange prior to the company's arrival.

HIRE OF GOODS

The All hired goods remain the property of Above & Beyond Events Ltd. Ltd, Mighty Oaks, Stricklands Lane, Stalmine, Lancashire, FY6 0LL.

During the period of hire, the hirer is solely responsibly for the hired goods and the hirer shall at all times be responsible for insuring all goods, from the time of acceptance of the goods until the time it is returned and accepted back into the possession of Above & Beyond Events Ltd.

Hired goods will be counted and checked when they are collected and our decision as to losses/damages will be final.

Above & Beyond Events Ltd. shall not be responsible for any injury or damage to persons or property arising from the use of any equipment or candles purchased or hired. Above & Beyond Events Ltd. shall in no

circumstances be liable for any direct, indirect or consequential loss, damage or extra costs incurred caused by its negligence or other default in the performance of its duties.

Above & Beyond Events can provide candles for décor purposes. However, it is solely the responsibility of the venue or person who lights them to ensure that they are safe to be used. Above & Beyond Events Ltd. will provide candles on **a supply only** basis but will not light them. The company has found from experience that candles are not required to be lit until later in the day after Above & Beyond Events Ltd have completed set up and left.

The company agrees to ensure a reasonable standard is met for each event they are involved in. However, in spite of the company's best efforts, the hirer understands the items hired are not new and there may be times where imperfections such as marks are present. The hirer accepts they are renting a hire product and as per the nature of such goods, there may be slight scratches and marks. None of the items hired by Above & Beyond Events Ltd. are new so signs of wear and tear may be present and the hirer accepts this.

FAUX FLOWERS

Above & Beyond Events Ltd., supply hire of silk floral arrangements - the company does not handle or deal with fresh flowers or foliage.

COVER LOSS OR DAMAGE OF HIRED EQUIPMENT

The Customer assumes complete responsibility for loss of, or damage to the hire products (other than fair wear and tear) from the time the equipment is delivered to the venue/premises, and until it is collected. The charge will be for the cost of replacing the equipment with new stock. A full list of the prices can be provided on request from the hirer. The company strongly recommends the hirer takes out wedding insurance for such instances.

BADLY STAINED

Where the company's hired items are returned badly stained or soiled, or may require additional work to get the product back to a re-hireable standard, there may be an additional cleaning time added to the hirer's account. Examples of this are; Carpet Aisle Runner used outside with grass/mud stains, Candelabras/Mirrors with excessive candle wax.

HIRE CHARGES - PERIOD OF HIRE

The hire charge for the products commences from the time that we dress the venue, and continues until the equipment is collected.

PAYMENT

The full balance is due 2 weeks prior to your event date. Once the invoice has been paid the company cannot issue refunds on any items that are no longer required but can exchange items subject to stock availability. Cancellation will result in the forfeit of the deposit or full amount 2 weeks prior to the event. If full payment has not been made 2 weeks prior to the event, the company reserves the right to invoice in full for loss of work.

CANCELLATION

Above & Beyond Events Ltd. understands that cancellations to bookings may occur for a variety of different and potentially difficult circumstances. If a cancellation were to occur, the hirer will unfortunately forfeit the deposit they have paid along with any other additional payments deducted from the final balance. If the hirer needs to cancel their booking and provides less than 14 days notice, the hirer will be liable to still pay the full balance.

Cancellation must be made in writing and either sent to the company's address at the bottom of this page or by email to bookings@aboveandbeyondeventsltd.co.uk. The company will you confirm the cancellation by sending an updated invoice stating that booking has been cancelled. The hirer should contact the company if they haven't received correspondence confirming cancellation.

CHANGES TO AN ORDER

You are able make changes to your order up until; either where full payment has been made or 4 weeks before the event if payment has not been made. Once full payment has been made these items are assigned to you and your event. Significant changes to an order may change the quote you originally obtained. Items can be added on as long as they are in stock at any point.

DISCREPANCIES

Any discrepancies with an order must be notified within 7 days after the event in writing. Any discrepancies that are not notified during this period will be exempt from any credit/refund. The company recommends the hirer contacts them immediately if there are any questions or issues relating to the booking so that they have the opportunity to resolve it as soon as possible.

ADVERSE WEATHER CONDITIONS

Above & Beyond Events Ltd., cannot accept responsibility for any of their items that are used outside should they be damaged, soiled or affected by weather conditions after they have left them – Examples are; Aisle Runners getting wet & badly soiled (There may be an additional cleaning fee should the item be badly soiled or charged at replacement cost in the event cleaning fails). No refunds are given for any items affected by weather.

CANCELLATION DUE TO ADVERSE WEATHER

In adverse weather conditions such as Snow & Ice, it is the decision of Above & Beyond Events Ltd. not to deliver/setup hired goods to the venue if it jeopardises the safety of their staff. The company will endeavour to get the hired goods to the venue and exhaust every option that is available before cancellation of the booking. It is the responsibility of the hirer to make sure the hired goods are insured for such incidences.

HOURS OF WORK

Should we be required to dress an event or collect out of hours (7am – 4pm) or on a bank holiday this may incur an additional charge to cover Staff Wages and Incentives. Please do check your Venues Terms and Conditions regarding Setup and Collection times prior to accepting our Terms and Conditions/Booking.

PRICING

Above & Beyond Events Ltd., reserve the right to make changes to prices of their products/services at any point. However, the hirer will only ever pay the price quoted at the time of booking. The hirer will not be subject to price increases or decreases made after paying their deposit and agreeing to the price originally quoted by Above & Beyond Events Ltd.

VAT

Above & Beyond Events Ltd. is not currently VAT registered. Balances on invoices are therefore not inclusive of VAT.

TERMINATION OF LIABILITY

The Company shall be relived 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.

Above & Beyond Events Ltd.
Mighty Oaks,
Stricklands Lane,
Stalmine,
Poulton-Le-Fylde,
Lancashire,
FY6 0LL.

Tel: 07429622239

Email: <u>bookings@aboveandbeyondeventsltd.co.uk</u>