A close up of a flower

Description automatically generated

Big Day Props

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PROP HIRE

TERMS AND CONDITIONS

Our aim is for you to have a fantastic day, with wonderful friends and family and a beautiful reception. We hope that hiring your props from us is an easy experience and a seamless operation. With that in mind, we have laid out our terms and conditions below to try and cover every eventuality.

TERM & CONDITIONS OF TRADE:

This contract applies to any individual, or business entity, (hereinafter referred to as the ‘hiree(s)’), who hires, or purchases, goods or services from Big Day Props.

1. **General Terms:**
   1. “Hire items” means any equipment, furniture, props and associated equipment and packaging.

**2. Hire Period:**

2.1. All items are supplied on a hire only basis and shall remain the property of Big Day Props at all times. Hire is for up to a five day period, Wednesday to Monday. If the ‘Hiree(s)’ event falls on a Monday, Tuesday or Wednesday, alternative arrangements can be made at the discretion of Big Day Props.

2.2. The booking invoice is a binding contract between the ‘Hiree(s)’ and Big Day Props.

2.3. The ‘Hiree(s)’ is the person named on the booking invoice and is solely responsible, (not the venue, guests, or any other third party), for the items hired throughout the duration of the hire period under these Terms & Conditions.

2.4. It is the ‘Hiree(s)’ responsibility to ensure that the venue will allow all items that are listed on the order. If the venue refuses access or refuses to allow all or certain items which may be listed on the order, we will not accept liability and no refund will be given.

2.5. The onus is solely on the ‘Hiree(s)’ to ensure that all hired items are kept in the same condition in which they were originally delivered, and until they are back in Big Day Props possession.

**3. Terms of Payment:**

All products hired from Big Day Props are hired on the following conditions:

3.1. Quoted prices are valid for 1 month. After 1 month it is down to Big Day Props discretion to honour the previous quote or requote if prices have changed.

3.2. Booking is confirmed by cleared bank transfer payment. Bookings under £200 require the full non-refundable amount on booking. For bookings over £200, a 50% non-refundable deposit is required, which also indicates that the ‘Hiree(s)’ has read and agreed with all terms and conditions. The remaining balance, plus security deposit, will be due, via bank transfer, no later than 28 days (4 weeks) before the ‘Hiree(s)’ collection date.. If payment is not made by this date, it will be assumed that the items are no longer required, and no refund will be made. Any bookings made within the 28-day period, must be made in full at the time of booking.

3.3. Until this deposit has been received, Big Day Props reserve the right to release the goods or services to another ‘Hiree(s)’. Big Day Props cannot reserve the item(s) or date of rental, until a deposit has been received.

3.4. By paying the deposit the ‘Hiree(s)’ confirms their booking for goods and services as stated on the booking invoice and agrees to the terms and conditions listed herein. It is the ‘Hiree(s)’ responsibility to ensure the quote is a per the ‘Hiree(s)’ requirements.

3.5. No booking is classed as confirmed unless Big Day Props has received a signed booking and T&C’s form. Upon receipt of all signed documents, Big Day Props will notify you that you are officially booked and that your date is secure.

3.6. The client must meet the payment terms set out in the booking form/invoice. If the payment is not received prior to the event date, no delivery of hired items will take place. Also, any deposit received will not be refunded.

**4. Item specifics**

4.1 Candle plates must be used when hiring lanterns. These will be supplied with the lantern and are for candles up to a diameter of 7cm in diameter. If a candle plate is not used, Big Day Props reserve the right to charge the ‘Hirer(s)’ for the cleaning of the lantern.

4.2 If using cylinder vases to hold pillar candles, Big Day Prop pillar candles must be purchased. They are suitable to be burnt for a short period, ie during your ceremony. Burning pillar candles in the cylinder vases for more than one hour may result in a black smoke ring around the top. Big Day Props reserves the right to charge the ‘Hiree(s)’ for the cleaning of the cylinder vase if smoke rings are excessive. If you require a long burn time from your pillar candles, please use our LED pillar candles.

4.3 When using cylinder vases for floating candles, the water should be filled at 5cm below the top, before adding your candle. A greater distance may result in a smoke ring forming at the top of the vase. Big Day Props reserves the right to charge the ‘Hiree(s)’ for the cleaning of the cylinder vase if smoke rings are excessive

4.4 Rechargeable batteries supplied with LED candles must be left in situ. The cost of any missing batteries will be charged for.

4.5 It is the responsibility of the “Hiree(s)” to check they have the right size vehicle for the size of their goods.

4.6 Any candles purchased and unused cannot be returned for a refund.

4.7 Please note that any real candles are used at your own risk and Big Day Props are not liable for any fires caused by candles supplied by us.

4.8 If hiring hanging props (eg. Flower chandelier), the responsibility for the safe hanging of those items lies with the “Hiree(s)”. Big Day Props is not responsible for any faults in suspending items and any incidents that may arise due to improper attachment.

**5. Damages/Loss**

5.1. A refundable damage and loss deposit will be added to the 2nd invoice for final balance payment, as per the table below. No items will be released until the security deposit has been paid. This deposit will be returned to the ‘Hiree(s)’ within 7 working days of the items being returned in a good, clean, undamaged condition.

|  |  |
| --- | --- |
| Total Hire Amount | Damage and Loss Deposit Amount |
| £0-£99 | £50 |
| £100-£250 | £100 |
| £250-£499 | £200 |
| £500-£999 | £300 |
| £1,000 + | £400 |

If any damage occurs, beyond reasonable wear and tear, the ‘Hiree(s)’ will be notified via email within 7 days. The cost of replacement or repair will be deducted from the refundable Damage and Loss Deposit. Where the cost of replacement or repair exceeds the Damage and Loss Deposit an additional invoice will be raised for the balance and due for payment within 7 days.

5.2. Loss also includes, but is not limited to, other costs incurred such as loss of staff time through labour, waiting, cleaning etc, inconvenience to other customers as a result of the hirer’s failure to comply with the terms and conditions and agreed hire start end times and other relevant details.

5.3 It is not permitted to use staples, nails, or any item that will mark, indent or damage any hire item. There must also not be anything attached to the hire items that could result in injury from sharp edges or points.

**6. Collection of items**

6.1 Collections for items to be used will be during allocated time slots on a Wednesday. Should the ‘Hiree(s)’ not arrive during the allocated times and the collection is aborted, Big Day Props may not be able to guarantee to rearrange another time slot, especially during peak season.

**7. Return of items**

7.1 Items must be returned in the same condition as collected. Big Day Props retain the right to charge for cleaning time for dirty items at a minimum, but not limited to, cost of £50.

7.2 The returning of used items will be during allocated time slots on a Monday, unless alternative arrangements have been made at the discretion of Big Day Props.

7.3. Failure to Return items by the arranged date will result in the ‘Hiree’ forfeiting their deposit and 20% of the hire costs will be charged per day until the item is returned.

**8. Delivery of items option:**

8.1 For orders over £400, Items can be delivered and collected from your venue and prices will be quoted on application dependent on distance and size of items ordered. Please note that items will be dropped off for the “Hiree(s)” to unpack, layout and style.

8.2. Goods being delivered to ‘Hiree(s)’ or venue need to be checked against the inventory of your order and signed for by the ‘Hiree(s)’ , or their elected representative, upon delivery. Big Day Props will not accept any faults or discrepancies after the courier has left the premises.

8.3 Goods will be delivered to the door of the venue and not carried upstairs. Items being collected after the event must be brought to the door of the venue, ready to collect and packaged in their original packaging. Access by the courier to that door is required by vehicle. If this is not possible, it must be brought to the attention of Big Day Props prior to booking and suitable arrangements made.

8.4 The time of delivery and collection must be agreed in advance. Any waiting time incurred by the courier will be charged (beyond time slot) will be charged.

8.5 Big Day Props cannot be held responsible for delays due to reasonably unforeseen traffic problem, extreme weather conditions, terrorism or acts of God.

8.6 In the event of circumstances outside our control preventing us from supplying goods and services, then the maximum amount of liability will be limited to the amount paid by the ‘Hiree(s)’ to Big Day Props.

8.7 Advertisrened rental costs are for a period of up to 5 days. If you require drop off and pick up over a shorter period, the full amount is still payable. Rates are not pro-rated.

**9. Copyright:**

9.1. All images, designs and concepts created by Big Day Props are protected by copyright and remain our property. These are not to be used, replicated, published or distributed without Big Day Props expressed consent.

9.2. Big Day Props reserve the right to use any photos taken of their items, for advertising, or social media posts.

**10. Order changes**

10.1 Extra items can be added to your order once placed, subject to availability. Any increase in invoice total will be invoiced and payable immediately.

10.2 Adjustments must be made in writing either via email. Any changes will be confirmed and invoiced via email and secured once payment made.

10.3 The original invoice total is a guaranteed minimum. Refunds will not be made. If items are no longer required, alternative items can be substituted, subject to availability, to the minimum value of your order.

10.4 Big Day Props will do their best to supply you with the goods requested but retain the right to supply similar goods of an equal or higher value at no extra cost.

**11. Cancellations:**

11.1. Please note, in any case of cancellation following payment of the ‘Hiree(s)’ deposit, the deposit charged will be retained by Big Day Props.

11.2. Cancellations made within, or including, 28 days, will be liable for the full amount.

11.3 In the very unlikely event Big Day Props has to cancel, the “Hiree(s)” will be notified by email/letter and monies returned in full.

**12. Unpaid Money:**

12.1. The ‘Hiree(s)’ will be charged interest at the rate of 8% every month on any unpaid monies, including but not limited to fees for damage, loss and late return. Big Day Props reserves the right to charge the ‘Hiree(s)’ any fees associated with the retrieval of unpaid monies.

**13. Postponed Events:**

13.1. Whilst we will endeavour to accommodate any changes with the ‘Hiree(s)’ booking, we cannot guarantee that your hire item will be available for your new date. Please contact Big Day Props directly so that we can check availability for you.

**14. Liability:**

14.1. The ‘Hiree(s)’ is strongly advised to take out suitable insurance for their event.

14.2. Big Day Props hold public liability insurance up to £2 million as a safety precaution. Upon request, a copy of our insurance certificate will be supplied should your venue require it. However, we will not be responsible for any injury or damage to persons or property because of this agreement.

14.3. Caution should be used, in particular with the use of candles. Big Day Props shall not be liable for any damage/injury/loss caused as a result of using candles. Permission should be sought from the venue as to the suitability of all items hired.

14.4. A waiver must be signed by the ‘Hiree(s)’ when hiring hanging items. This passes responsibility to the ‘Hiree(s)’ to ensure the safe hanging of these items.

**Customer Declaration:**

☐ I/we confirm I/we have read through the above terms and conditions. I/we understand that a refundable damage deposit of between £50 and £400 is required for items that are unsupervised by Big Day Props & I wish to go ahead with my booking.

☐ I understand that failure to provide a damage deposit will mean that Big Day Props reserve the right to cancel your booking.

Signed:

Print:

Date: / /

Each of the Clauses of these Terms and Conditions of Trading shall be construed separately and independently of each other, and the invalidity of any one part shall affect not the validity of any other part. This agreement shall be governed by the laws of the United Kingdom and you agree to submit to the exclusive jurisdiction of the United Kingdom courts. All rights reserved. These Terms and Conditions of Trading do not affect your statutory rights as a consumer.