

## TERMS AND CONDITIONS

### 1. General

- a. The contract is for the hire and/or supply of items and services detailed on the quotation upon which an initial booking fee is paid and an order secured. The parties to the contract are:
  - i. The Client, as an individual or an organisation whose official representative will be the signatory of the contract.
  - ii. The Company, It's Your Day of 41 Chaucer Grove, Exeter EX4 7BX
- b. All hired items remain the property of the Company at all times.
- c. Agreed hire rates will be maintained for the length of the contract unless agreed, in writing, by the Company.
- d. The Client(s) is responsible for any loss or damage to goods including any packaging supplied until returned to or collected by the Company.
- e. Deliveries to third parties or unoccupied premises are made entirely at the Client's risk.
- f. Minimum orders may apply due to the time of year and location and are at the discretion of the Company. Any minimum order will be specified by the Company in initial correspondence and prior to any booking fee being payable.

### 2. Hire Periods

- a. Hire periods are agreed on an individual basis between the Client and the Company and are set out at the time of the contract.

### 3. Payments

- a. An initial non-refundable booking fee of £50 is payable to secure the order.
- b. A further payment equating to 50% of the total order is payable no less than 6 months prior to the order date.
- c. Final payment is payable 1 month prior to date of the order.
- d. If the hire required date is less than 6 months from the date of booking then a 50% non-refundable booking fee is required.
- e. If the hire required date is less than 1 month from the date of booking then a full non-refundable payment is required.
- f. Payments can be made by cash or by bank transfer.
- g. By making the payment of the booking fee you, The Client, are agreeing to these Terms and Conditions.
- h. Failure to make payments by the required dates may, at the Company's discretion, lead to cancellation of the order.

### 4. Amendments

- a. Amendments may be made to an order at any time up to 1 month prior to the required date.
- b. Where amendments are made that reduce the order by 50% of its initial value the Company reserves the right to cancel the order altogether.

### 5. Deposits and Cancellations

- a. A refundable damage deposit will be required for hired items and are based on the value of the order as follows:
  - i. Orders under the value of £300 = £50
  - ii. Orders over the value of £300 = £100
- b. The damage deposit is to be paid and will be used to cover the cost of any missing/damaged items. If the deposit is insufficient to cover this cost a further

invoice will be raised to meet the shortfall. This invoice will be payable immediately upon receipt.

- c. The deposit will be refunded within 5 working days of the return/collection of the hired items less the replacement cost of any damaged/missing items.
- d. Cancellations of orders must be in writing.
- e. Refunds are only payable when additional payments over and above those set out under the Payments section above have been made by the Client.

**6. Delivery and Collection**

- a. Charges may be incurred for delivery and collection depending on locations, distance and out of hours.
- b. Any such charges will be set out clearly in any quotation/contract
- c. Adequate delivery and collection access must be provided/arranged by the client. This includes making the necessary arrangements with any third party venue.
- d. Items or part items not ready for collection at the agreed time may incur extra hire and/or collection charges.
- e. The Company will endeavour to collect all hireable items within two days or at a specific time agreed with the Client, however we cannot always guarantee this during busy periods. It is the responsibility of the Client to keep all items dry, secure and safe until collection is made. This includes all items at third party venues.

**7. Breakages, damage and loss of hired items**

- a. Any hire items that are damaged, broken or lost will be charged at the current replacement value. This includes any boxes and laundry bags when left.
- b. Lost items subsequently found and returned to the Company will be credited accordingly. However further collection charges may apply.
- c. Replacement costs and charges of missing/damaged items will be deducted from the relevant deposits.
- d. Where the deposit is not sufficient to cover replacement costs, the Client is liable for the balance.

**8. Client(s) Responsibility**

- a. The Client will be responsible for all items belonging to the Company from the moment set up or delivery of the items occur.
- b. The Client accepts full responsibility for the security of all hired items until collection by or return to the Company.
- c. The Client accepts full responsibility for the replacement of any loss or damaged item whether that loss or damage is as a result of their own action or that of any third party until such time as the items have been collected by or returned to the Company.
- d. Any items returned that do not belong to the Company will be notified to the Client and it is the Client's responsibility collect and return them to their rightful place.

**9. Liability**

- a. The Company will not be held responsible or liable for any injury, accident or damage caused by the use of the hired items.
- b. Any item subsequently moved/repositioned by the Client or any Third Party following initial set up is entirely done so at their own risk and the Company will, under no circumstances be liable for any direct or indirect injury, loss or damage caused.
- c. For all items hired on a supply only basis the Client does so at their own risk and is responsible for their own health, safety and welfare as well as for those they may instruct to use, move or lift any item on their behalf.