|  |  |
| --- | --- |
| Contact Name: Email Address: Contact Number:  | Contact Address: |
| Date of Event: Time of Event Start:  | Venue Address including post code:  |
| **The below are the products we offer please tick ✓ interested products or add notes. (Copy & paste tick)** **Confirmation of actual product booking is taken 4 weeks before and can be changed amended up until this time** | Occasion:Colour:Theme:Number of tables: |
| **Chair covers/chair hire**Chair /chair cover option:Number:Colour: Sash colour/s: Doubled Tied Y/N:Colour on top for double:Style of tie:Buckle/brooch:Flower inserts:Number of Guests:Number of Tables: | **Swags, runners & extras**Swags:(buffet cake, present)Runners: Trees (canopy, bay or swirl):Red carpet:VIP Poles & ropes: Table linen:Napkins:Napkin decor:Charger plates: | **Table decorations**Centrepiece: Mirror/log slice: Tea Light choice: Table scatter choice:Colour of Lights:(ice white or warm white) | **Favours & Popcorn**Donut Stand:Popcorn StandPopcorn Flavour Req:Candy Bar:Sweet buffet:Vintage Cart Large:Vintage Cart Small:Tiki Bar:Gin Bar: |
| **Twinkle products,** Twinkle backdrop: Drape Twinkle backdropFlower wall:Sequin Wall:Arch:Paper Lanterns:Bunting:Ceiling canopy:Festoon lighting:Neon Sign:LED letters/numbers:Up lighting:Colour of up lighting: | **Balloons:**Clusters:Double bubble top Y/N:Cloud 9:Arch:Exploder:Champagne arch:With lights:Columns:Foil Numbers:Foil letters:Moongate:Bubbles:Orbz:Flower deliveries: | **Stationery**Invites:Welcome Sign:Table plan:Table numbers: Name cards: Menu: Post Box: | **Quote:****Total:**  |

**Deposits
Deposits can be paid by:
Cash or Card in person
Bank transfer to: Glamourpuss Weddings (Business account) Santander, Account: 23894028 Sort Code: 09-01-27
Invoice: By Paypal, Credit or Debit Card please ask us to email across the invoice.**

**What Happens Next:
We request final numbers four weeks before your event along with if required, your table plan and menu. This can be done by email, telephone or an in-person appointment. We require payment in full 2 weeks before your event. You can change the order by adding or removing products up until 4 weeks before your event.**

**Stationery Samples:
Samples are posted (postage included in sample) for you to proof, once agreed your order will be created then invoiced for. If you are collecting the order you can pay on one of the above methods, if we are posting your order. The price of postage will be added to the invoice and sent across and you can pay by one of the above invoice methods.**

**TERMS AND CONDITIONS – IT IS IMPERATIVE THAT YOU READ OUR TERMS AND CONDITIONS ON THE WEBSITE AS PAYING YOUR DEPOSIT MEANS YOU HAVE ACCEPTED OUR TERMS.**

**TERMS AND CONDITIONS**

 “We” are:

Samantha Foster & Karen Stevens Trading as Glamourpuss Events Ltd

of 32 Wright Crescent Wombwell Barnsley S73 0ET (“Hirer”)

“You” are:

The customer who receives Services and/or hires the Equipment from us (and where there is more than one person, they shall be jointly and severally liable). (“Client”)

These are the Terms & Conditions subject to which we allow you to hire our Equipment and provide our Services.

1. **Definitions**In this agreement:

“Charge(s)” Means the fee to hire the Equipment and for our other services and includes all costs related in any way to this agreement.
“Deposit’’ Means a sum of money paid by you to us at the commencement of this agreement to secure the Hiring Services and the Equipment for a specific date for your Event and to allow the Hirer to commence work.
“Event” Means the event, wedding, party or function at which Hiring Services will be provided.
“Equipment” Means any items we provide to your Event in accordance with the Quotation and our Hiring Services.
“Hire Period” Means the period of time in which you are entitled to possession of the Equipment.  This will usually be for 24 hours for the Event **but is as identified in the Quotation** which is generated by our software system and accompanies these Terms, unless agreed otherwise in writing.
“Quotation” Means a price offer by us, based on your instructions, which you have accepted.  It sets out the Charges.
“Services” Means the hire of Equipment and any Hiring Services we provide to you under this agreement.
“Hiring Services” Means our advice, and attendance to prepare, install and subsequently remove any Equipment we provide, which is provided by us following consultation and by agreement, and is based on your requested theme, style or specifications.
“Site” Means the place where the Equipment is to be used by you and the location of the Event.
“Terms” Means these Terms and Conditions.

1. **The Basic Contract**2.1.      This is a hire agreement.  We own the Equipment and hire it to you for the Hire Period, for a Charge.  You may not deal with the Equipment in any way which is contrary to our ownership of it.  If you do, you will be in breach of this agreement and will also be committing a criminal offence.
2.2.      The Hire Period is for 24 hours.  The Hire Period can be extended thereafter by agreement in writing.
2.3.      The Quotation is an invitation to hire. Neither of us is bound to a legal agreement until you accept and confirm this agreement.

2.4.      The Hiring Services are provided under a contract for services.  Unless set out in the Quotation, any additional Hiring Services are charged at £20.00 per hour.
2.5.      The Terms and the Quotation together contain the entire agreement between us and supersede all previous agreements and understandings between us.  By signing, or instructing us to progress with the Services, you accept the terms set out in the Quotation and the Terms.
2.6.      Risk in the Equipment passes immediately to you when the Equipment leaves our possession and is delivered to Site.  That means you are responsible for taking care of it.  You remain responsible until the Equipment is safely back in our possession.  The Equipment we provide for the Hire Period is at your risk, and you are required to insure it for the Hire Period.
 2.7      We will comply with all relevant Health and Safety laws and complete the relevant risk assessment for any Equipment that we install or hire to you, and we reserve the right to decline or adjust our Hiring Services, Equipment, delivery or installation in any unsafe environments. or if installation requirements (such as weather conditions, installation at height, outside electricity supply without the correct safety provisions etc) are unsafe. In such circumstances, where the Hiring Services and or installation of Equipment have been substantially provided to the Event, no refunds shall be payable.

1. **Delivery**3.1.      We deliver the Equipment to Site and the charges for delivery and our Hiring Services (including installation) are included in our Charge.
3.2       You will also pay for any extra materials, facilities, access or working conditions to enable delivery and installation, including parking charges or fees, that we may reasonably require or incur in order to supply the Hiring Services and install the Equipment, and ensure that such information regarding any delivery or installation is complete and accurate in all material respects.
2. **Charges and Deposit: Payment Procedure**4.1.      All Charges are specified in the Quotation.
4.2.      All the payments of the Charges are made on invoice and in accordance with Clause 13 below or otherwise as specified in the Quotation.
4.3.      The Deposit specified in the Quotation shall be paid by you to us on entering this agreement.  The Deposit is non-refundable unless you cancel the agreement in accordance with Clause 5.
4.4.      Payment of the balance of all Charges is due 14 days before the Hire Period.
3. **Cancellation Terms: Hired Equipment**Under consumer law, you have a right to cancel this hire agreement.  You may exercise the cancellation right under following conditions:

5.1.      This agreement comes into existence on the day you accept the Terms.
5.2.      As required by the Regulations, details of our after-hiring service and guarantees, if any, are given along with these Terms.
5.3.      You may cancel this agreement within 14 days of entering it.  That means we will not be able to hand over the possession of the Equipment for 14 days. If you are booking an event less than 14 days away you waive the right to your 14 day cooling off period.  In the event of cancellation within this 14-day period, the Deposit that you have paid will be returned to you.
5.4.      In the event of cancellation beyond the 14-day period set out in Clause 5.3, Clause 6 will apply.

1. **Cancellation Terms: Services**6.1.      The Services can be cancelled by either party in writing or by email subject to the matters set out in this clause.
6.2.      If the Hirer cancels the Services, any Charges paid will be repaid to the Client within 14 days of cancellation, and no further refunds, sum or compensation will be payable to the Client by the Hirer arising from such cancellation.
6.3.      If the Client seeks to cancel the Services more than 30 days before the Event, then the Deposit shall be forfeited.  No further sums will be due from the Client to the Hirer.
6.4.      If the Client seeks to cancel the Services less than 30 days before the Event, then the Deposit will be forfeited.  Any expenses incurred as at the date of cancellation must also be paid by the Client, and those paid shall also be non-refundable.  In addition, a cancellation fee will be immediately due, which shall be 100% of the Charges, less any Deposit paid.
2. **Equipment Not as Ordered**7.1.      We shall use all reasonable endeavours to ensure that:
7.1.1.    the Equipment complies with its description on the Quotation; and
7.1.2.    is of satisfactory quality and/or fit for purpose.
7.2.      Immediately upon taking possession of any Equipment, you should examine it and satisfy yourself that it complies with the Quotation and has arrived in safe, clean and usable condition.
7.3.      If you find any defect in the quality or quantity of the Equipment, or a failure to comply with the Quotation, you must immediately inform us of that defect.
7.4.      If you claim that the Equipment was defective, you must return it to us in the exact same condition as you received it.
7.5.      In returning defective Equipment, please state the fault and when it arose.
3. **Breakdown and Repair**8.1.      You must inform us immediately of any problem or defect with the Equipment.
8.2.      We will, as soon as practicable, repair or replace Equipment showing a defect.
8.3.      If we repair or replace Equipment, you have no additional claim against us in respect of the defect or problem.
8.4.      If you have been negligent in your care or use of the Equipment, you will pay us for appropriate replacement Equipment of the same quality without deduction for depreciation or use.
4. **Client’s Other Obligations**You agree that you will:

9.1.     provide us with such information and materials as we may reasonably require in order to supply the Hiring Services and the Equipment and any installation thereof and ensure that such information is complete and accurate in all material respects. This includes information about the location and nature of the supply of where the Equipment is to be used, and any requirements for set up of equipment such as the preparation of tables and chairs. Our quotation does not include the set up of the venues own equipment (ie chairs and tables) if we are required to unstack chairs or set up the room to install our equipment, we shall charge an additional fee.
9.2       not permit any other person to use the Equipment outside the scope of the Services and/or the Event without our written consent.
9.3.      not take the Equipment away from the Site without our consent.
9.4.      use the Equipment with care, and to keep the Equipment safe.
9.5.      return the Equipment to us in the condition in which we delivered it to you.
9.6.      not attempt to repair the Equipment without our consent.
9.7     We cannot be held responsible for any loss of any nature arising from noncompliance with these Terms and/or other misuse of the Equipment by you or your guests, Event staff or visitors.

1. **Loss or Damage Caused by Third Parties**10.1.     You must inform us immediately if the Equipment is stolen or damaged by a third party.
10.2.     You undertake to report the theft to us and to the Police, and after that to co-operate with us and with the Police so far as your help may be required.
2. **Disclaimers and Limitation of Liability**11.1.     Conditions, warranties or other terms implied by statute or common law are excluded from this agreement to the fullest extent permitted by law.
11.2.     We are not liable to any person in any circumstances if at any time:
11.2.1.  the Equipment has been damaged in any way whatever.
11.2.2.  the Equipment has been repaired or serviced by someone not authorised by us to provide that service.
11.3.     We shall not be liable to you for any loss or expense which is:
11.3.1.  indirect or consequential loss; or
11.3.2.  economic loss or other turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.
11.4.     Except in the case of death or personal injury, our total liability, arising in any way out of this agreement, shall not exceed the total sum of our Charges.  This applies whether your case is based on contract, tort or any other basis in law.
3. **Termination**This agreement terminates on the first to happen of the following events:

12.1.     at the expiry of a fixed Hire Period set out in the Quotation or in this agreement, or any extension of it;
12.2.     if the payment of the Charge is not made in accordance with these Terms; or if the Client commits a material breach of any of these Terms and fails to remedy the breach within 14 days of being notified in writing; or the Client makes any statements or behaves in any way or requests the Hirer to undertake any actions that are discriminatory, illegal or immoral; or if the Client enters into any form of insolvency arrangement, or suspends their business.
12.3.     Upon termination, the Client shall immediately pay any outstanding Charges to the Hirer.

1. **Miscellaneous Matters**13.1.     Verbal or email instructions, or the return of a ‘soft’ email signature via our software application by the Client to proceed will constitute an acceptance in full of these Terms.
13.2.     The Charges will be paid after invoices rendered from time to time.  Payment terms are ‘on invoice’, and payment is not deemed to have been made until the Charges have been paid in full.  If payment is not made in full and within time, the Services may be suspended and payment in advance may be required before the Services are recommenced.
13.3.     If payment is not made in accordance with the above clauses, the Hirer reserves the right to charge an administration fee of £50 and interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made.
13.4.     Each party will keep the confidential information of the other party and any third party confidential and secret, and only use it for the purposes of supplying the Services or making proper use of the Services.  Each party recognises and accepts its obligations with the regard to the control and processing of personal data under the current data protection legislation and regulations.  For more information on this, please see our Privacy Notice on our website <https://www.glamourpussevents.com/privacy>
13.5.     The Client grants to the Hirer, consent to use any work including photographs created as part of the Services to show off their services and designs, together with the right to display images as part of their portfolio and to write about the Services on websites, and in their marketing materials.  If the Client does not wish to grant this consent, they must confirm this in writing within 7 days of entering into this agreement.
13.6.     Nothing in the Terms is intended to create a partnership or joint venture between the Hirer and the Client, and no party has the right to act as agent for the other or to bind the other party in any way.
13.7.     Variations to the Services, may only be agreed in writing.  Services outside the scope of the Quotation will attract additional charges.  Any change of date or postponement of the Event will be agreed subject to our availability or will be deemed a cancellation by you and our cancellation terms shall apply unless we agree otherwise in writing.
13.8.     Following the conclusion of the Services, the Hirer may wish to contact the Client to request testimonials, recommendations or feedback on the Services.  By agreeing the Terms, the Client is consenting to that contact by the Hirer after the conclusion of the Services.
13.9.     In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
13.10.1 If the Hirer is limited or hindered from providing any facility or services or goods booked by the Client due to circumstances beyond its control eg: Government intervention, Acts of God, civil disturbance, war, national or local disaster, strikes, labour disputes, epidemic or pandemic, we will discuss our proposed steps to minimise the impact of this on the Event and your options with you. These options will differ on a case-by-case basis depending on the nature of the Assignment. We will offer an alternative date for the delivery of the Assignment and the Event if the circumstances beyond our control prevent the Event progressing.
13.10.2 If the Hirer is limited or hindered from providing any Goods or Services booked by the Client due to circumstances beyond its control eg. government intervention, Acts of God, civil disturbance, war, national or local disaster, strikes, labour disputes, epidemic or pandemic, then the liability of the Hirer to the Client shall not exceed the amount paid by the Client for the Services. The Deposit shall be non-refundable, (being an approximation of the value of Services already rendered) and the Hirer shall (where the value of the Services already delivered to the Client is greater than the value of the Deposit) be entitled to be paid additionally for all Services delivered to the Client up to that point. The Hirer shall not be liable for any additional losses incurred by the Client in such circumstances.
13.11.   The validity, construction and performance of this agreement shall be governed by the laws of England and Wales.

Hire Conditions

**March 2023**