

TO HAVE & TO HIRE

WEDDINGS - PARTIES - EVENTS

TERMS & CONDITIONS OF HIRE

PLEASE READ BEFORE BOOKING.

General

The 'Company' is To Have & To Hire 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, and/or by payment of the order.

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.

Booking

A minimum spend requirement is required within peak wedding season. If the minimum spend is not achieved it is at the discretion of the company if they wish to waive this.

Year	Minimum Charge
2023	£450 plus vat plus delivery & collection
2024	£450 plus vat plus delivery & collection

Minimum spend for DIY collection and return from our warehouse at Barclays Farm Estate, West Chiltington Lane, Coneyhurst RH14 9DN is £125 plus vat.

Delivery and collection will be 8am to 5pm. Delivery and collection outside of these times may incur additional charges.

A 50% reservation fee is required to reserve your booking. This fee is non-refundable. You will be liable for the full balance 16 weeks prior to the hire date. A valid credit/debit card is also required as form of a security deposit. The items will not be available for hire/install if the security deposit payment link is not paid. The security deposit

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amount is based on the value of the items on hire. The maximum charge for the security deposit is £250.00, this will differ based on what you are hiring.

Please see **Payment for Damaged or Missing Items** below. For cancellations please see **Cancellation clause**.

Payments can be paid using credit /debit card, directly into our bank account. We do accept AMEX cards as payments.

Orders

We reserve the right to substitute an item for an alternative design i.e. if breakages, delayed returns, lost items have occurred as a result of a previous customer order. Any necessary substitutions will be communicated as soon as we become aware.

We reserve the right to withdraw our acceptance of your order if the goods requested are not readily available to us and will refund in full any payment you have made.

Delivery and Collection

Deliveries and collections will be made by in person by To Have & To Hire Events Ltd. In most instances items can be collected from our premises by prior arrangement.

Certain items are not available to be collected from our premises due to their fragile nature, and will only be offered as part of an installation and delivery service by To Have & To Hire Events Ltd, if you need further information on this please let us know.

You or an appointed person will be required to inspect and sign for the goods at the time of delivery/collection. If there is no-one available, we will check the items and assume they are correct unless you notify as per detailed in the following section **Payment for Damaged or Missing Items – Security Deposit**.

Any person, other than the hirer who signs a delivery/collection note at the venue is deemed to be authorised to do so.

Please be aware that the goods remain your responsibility until they have been collected by To Have & To Hire Events Ltd, or returned to us. You should therefore make every effort to ensure goods are kept dry and are retained in a secure place until this time.

All items must be replaced and stored together ready for collection: any flowers or additional decorations must be removed. Our team will make every effort to locate any hired items on the day of collection. It is important that you ensure that the items hired are in the same location as delivered and easily accessible to our staff to locate.

- Garden Games - please ensure that the games are together with all parts ready for collection. Please bear in mind that collection may be early in the morning as per some venues guidelines. Our staff will

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spend no more than 15 minutes looking for missing parts. It will be your responsibility to ensure that any missing items or parts are returned back to us, within a reasonable time. Any missing items that cannot be found and returned will be charged as per **Payment for Damaged or Missing Items – Security Deposit.**

- Post Boxes – Please ensure the post box is emptied at the end of the night and the keys are left with the post box for collection. **NOT TAKEN TO THE COUPLES ROOM.** Please ensure the post box is left in an accessible area at the venue with other hire items. If the post box is not available for collection you will be required to return to us within a reasonable time. Please ensure the key of the post box is kept safe. If the post box key is lost the hirer will be responsible for either the cost of the replacement key or the replacement lock.
- Heavy Items for example, hay bales, barrels, sofa's, heavy furniture etc. cannot be moved upstairs or downstairs by our staff without agreement in writing. It may require us to perform a health & safety assessment on site prior to agreeing this. This site visit would be at a cost to the hirer. If you decide to move these items after delivery by our staff to another level, it is the hirer's responsibility to ensure they are returned to the correct position for collection. We may have to refuse collection and return at another time if items have been moved without notice to ourselves.
- Overnight storage of outside items. Outside items that could be damaged by the weather **MUST** be taken inside at night, or if it looks as if it is too rain. This covers items such as Arch Trees, Furniture and flower walls. If you believe the item could be damaged by being outside it needs to be moved in. If items are damaged because they have been left outside overnight then the cost to repair or replace these items will be payable by the hirer.

We will make every effort to collect and deliver your order at the specified times. However, we will not be liable for any loss arising directly or indirectly from any delay in the delivery or collection of goods.

Venue Installation if applicable

If we are installing items on tables, we will require all linen on the tables ready for us to dress. If you have hired table runners from us, please ensure that the venues are aware so that they do not lay the table with crockery/cutlery prior to receiving these. If necessary we can post these in advance at a cost to the hirer.

It is the hirer's responsibility to ensure that the items hired have been accepted and cleared by the venue. If a venue refuses to allow us to install any items no refund will be given.

If you are using the same function room for both your Ceremony and Reception, you will need to arrange with the venue setup of the table items after the ceremony. We are unable to wait until the ceremony is finished to dress the tables unless pre-arranged with us. This service would incur additional charges and needs to be agreed in advance.

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Should we be required to dress an event out of hours (8am – 5pm) or on a bank holiday, there may be additional charge for this, please contact us for more information.

Chair Decor

We are unable to un-stack or put out chairs at your venue. This is something you need to arrange with the venue before our arrival. If there is an issue and we do need to put chairs out, there will be an additional charge. This payment will be taken directly from your security deposit and a receipt will be sent.

It is your responsibility to arrange with your venue to have the correct amount of chairs available for us to dress. We will only cover the chairs that have been put out for us. We are unable to leave any spare covers/sashes. If the correct amount of chairs is not put out and we have to return, there will be an additional fee for this. Should you require more, please notify us 24 hours prior to delivery and if in stock, these will be delivered and this will be charged from your security deposit accordingly.

If your event includes a ceremony, remember to check with your venue if they supply the extra chairs for registrars or to even up the rows. Many venues will add extra chairs to make the rows look even. In this case you may need to order more chairs than you have guests. It is the hirer's responsibility to ensure they have the correct amount of sashes for chairs. Please bear in mind we may not have enough sashes to do this if you do not order the correct amount.

If your venue hires in chairs or you are hiring chairs, you will need to ensure these chairs are on site and in place when we install for your wedding. Please bear in mind this may be the day before if access is allowed.

Electronic Items

All electronic items including neon signs, lighting and audio guest books will be tested to ensure they are working prior to the team leaving site. If for any reason the items fail to work once we have left, we cannot be held directly responsible for this as we cannot predict when electrical faults may happen. If this occurs before the start of your event, we will aim to resolve the issue for you. However this sometimes is not possible. If we are informed of the issue on occurrence with photographic or video graphic proof and our kit once tested back at site is proven to be faulty, we are more than happy to refund you for this element.

Personalised Items

If items are ordered specifically for a client and are personalised for the client., no refund or exchanges will be given if these items are no longer required or not used.

If you are having personalised items such as table plans, welcome signs etc we will request them via email approximately 14 days prior to the event. These need to be supplied in an editable format so that they can be copied and pasted easily to avoid errors.

Once the personalised items are made any changes will be chargeable.

Sourced Items

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In some cases we are asked to source items specifically for a client. If items are sourced for a particular client and then no longer required, no refund or exchanges will be given on these.

Adverse Weather Conditions

We cannot accept responsibility for any of our items that are used outside should they be damaged, soiled or affected by weather conditions after we have left them - Examples are; Garden Games (if soiled and cleaning is not successful you will be charged for a replacement). In the event of adverse conditions, it is To Have & To Hire Events Ltd's sole discretion on all outside decor to provide the hired items due to potential damage and safety. Therefore, no refunds are given for any items not used under these circumstances.

Cancellation Due to Adverse Weather

We take the Health & Safety of our staff very seriously. In adverse weather conditions such as Snow & Ice, or extreme wind, rain (this particularly applies to exterior work), it is To Have & To Hire Events Ltd's decision not to deliver/setup hired goods to the venue if it jeopardises the safety of our staff. To Have & To Hire Events Ltd will endeavor to get the hired goods to the venue and installed. We will exhaust every option that is available before cancellation of the booking or part of the booking. It is the responsibility of the hirer to make sure the hired goods are insured for such incidences.

Return/Collection of Hired Items

Please ensure all items are clean and dry prior to placing in packaging. This is particularly important on items such as umbrellas, garden games or hay bale covers.

All items must be returned in the original packaging otherwise you may be charged an additional fee for replacement packaging. Failure to do so may also result in breakages and therefore charges against your deposit.

Goods not available for collection on the agreed date and time will incur an additional collection fee plus 25% of the listed hire price per item per day. Subject to discretion.

Cleaning Fees

Unless specified in your quotation all items must be returned clean.

If **any** items are returned dirty you will be charged 20% of the hire value of the items as a cleaning fee. This cleaning fee covers, candelabras, drinks dispensers, glass votive etc. this is not an exclusive list. If you are not sure prior to hire, please contact us for clarification. This charge will be automatically taken from your security deposit.

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 collected or delivered at the venue/premises, until it is collected. The charge will be the cost of replacing the equipment with new stock. If you require a replacement cost prior to hire, please contact us.

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Payment for Damaged or Missing Items – Security Deposit

In all cases we will require a pre-authorised amount taken from a valid credit card, or a security deposit amount taken by debit card. Please note if you choose debit card it will physically take the monies from your account. For credit card it only takes a pre-auth which affects your balance available. This means that not physical funds have been taken from your card and as such if we release no funds will come back to you. This value will be based on the items that you are hiring from us and their value and will not exceed £250.00.

This will need to be completed prior to items being delivered/collected. By accepting the hire quotation you are happy for us to take funds from the pre-authorised amount or security deposit we have for any missing/damaged items at replacement cost. If we do take payment we will send you a description of the goods that were missing /damaged. If you are able to send the missing items back, within a reasonable timeframe, we will be happy to refund you.

The security deposit will be released (less any damage/missing costs) within 21 days of your event. This is normally a lot quicker but sometimes in busy times this gets delayed.

We strongly recommend that you check the items before they are collected/returned and sign them off when the driver comes to the venue/when the items are collected, if you are unable to do this we will check the items at the warehouse and our decision is final. Any discrepancies to the order must be notified within 24 hours of the delivery. Any discrepancies that are not notified during this period will be exempt from any credit/refund. Discrepancies can be made by email to team@tohaveandtohireweddings.com or by telephone to 01403 782888. This number automatically goes to our voicemail outside of normal office hours. If damage has occurred, we will require photographic evidence.

Charges for replacements of items hired

Please contact us for replacement costings for hired items. All costs taken are at replacement cost.

Hire Charges - Period of Hire

The hire charge for the products commences from the time that we dress the venue, items are delivered to you or collected from us, and continues until the equipment is collected by us or returned to our warehouse. The company will require a 50% non-refundable reservation fee to secure your booking.

Payment

You are liable for the full balance 16 weeks prior to your event date and an invoice will be sent 16-18 weeks in advance, if for any reason you don't receive an invoice please contact us as soon as possible. If payment is not received 30 days before, we will assume our services are no longer required and will cancel the order. Cancellation fees apply see **Cancellation Clause**. In respect of changes to an order please see the below clause **Changes to an order**.

No refunds or credits will be issued for any items that are returned unused.

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Changes to an order

You can make changes to your order up to the point of the event (subject to availability). Having accepted an order by making payment, we are unable to offer any refunds for unwanted goods but can offer exchanges subject to stock availability. Any significant changes to an order that may result in reducing the original value of the contract, must be replaced with items of similar value and not less. No refund will be given should there be a deficit on your order. Items can be added on as long as they are in stock at any point.

In the case that you wish to add additional items to your order, a revised order will be issued to you detailing prices. Adding items to an order, removes these items from our stock and we cannot offer these to any other couples. Therefore, any items added onto an order will be deemed to be part of your contract after 7 days and therefore will be non-refundable, but can be exchanged for items of a similar value. If you do not wish to keep the items we require you to inform us within 7 days.

However, once you have received your final guest numbers, if your table numbers decrease or your chair décor numbers decrease we will waive the above.

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Cancellation

Should you wish to cancel your contract with To Have & To Hire Events Ltd, the following cancellation charges will apply to the total balance. In all cases the reservation fee is non-refundable.

CANCELLATION CLAUSE	PERCENTAGE OF TOTAL BALANCE THAT WILL BE RETAINED BY TO HAVE & TO HIRE EVENTS.
On payment of reservation fee	50%
111 days or less	100%

YOU ARE STRONGLY ADVISED TO TAKE OUT INSURANCE IN ORDER TO COVER YOURSELVES IN THE UNLIKELY EVENT OF YOU HAVING TO CANCEL YOUR FUNCTION.

All cancellations must be received in writing from the client and will be deemed to take effect from the date of receipt.

Cancellation charges will automatically be deducted from your credit/debit card or added to your invoice.

In the unfortunate event that you cancel your order due to government guidance, we are happy to transfer the balance to another event within 6 months of the original event date. This is based on our availability for that date, if we are not available on that date, no refund will be given. Our prices increase each year if your event moves from one year to the next our annual price increase would be reflected on the order.

Termination of Liability

The Company shall be relieved 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.

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Barclays Farm Estate
West Chiltington Lane
Coneyhurst
West Sussex
RH14 9DN