



## CUSTOMER TERMS AND CONDITIONS

### Acceptance of Conditions

The customer's acceptance of goods on hire implies acceptance of our Conditions of hire as given below.

**Fee for Services:** The estimated fee for executing the above-mentioned services is to be discussed. The current estimate is based on our presence on the event day before the arrival of guests and number of guests

**Definitions:** "THE CLIENT" means the person or company hiring equipment, staff or a service from AMANDA JANE. "THE EQUIPMENT" equipment and/or accessories either used with a hire or production. "THE AGREEMENT" means the Hire Agreement between AMANDA JANE and THE CLIENT for the hire of the equipment. "HIRE CHARGES" means the total amount due to AMANDA JANE including charges in respect of delivery assembly operation or disassembly or collection of the equipment and the deposit. "THE HIRE PERIOD" means the period set out in the AGREEMENT or any other agreed period or agreed extension thereof. "GUEST" means person attending the event for which the equipment or service hired from Amanda Jane has been hired for.

**Agreement:** Amanda Jane will issue a contract of hire agreement, which the client shall accept by returning a copy of the agreement with the signature of the client and necessary booking fee. No booking is confirmed until the signed hire agreement and the booking fee have been received by Amanda Jane and Amanda Jane has confirmed its acceptance to the Client in writing. Orders are accepted subject to equipment being available at the time of order

**Force Majeure:** Amanda Jane reserves the right should unforeseeable circumstances arise to substitute any equipment for another of similar specification, but in the event of Amanda Jane having no similar equipment available, Amanda Jane shall be entitled to terminate the Agreement whereupon Amanda Jane shall refund the deposit or full amount paid for set equipment to the Client. The Client shall not be entitled to any other payment by way of compensation from the Company.

**Charges and Payment:** A non-refundable booking fee of £100.00 or 30% whichever is greater is due immediately to confirm the booking. The balance of the fee is due 4 weeks prior to the wedding day. If payment in full is not received by Amanda Jane before the date of the Hire Period, the Client will be deemed to have terminated the Agreement and will be liable to cancellation charges. An administration fee of £30 will be charged for cheques with insufficient funds. The hire charge for the goods is from the time that the goods leaves the Company's premises, and continues until the goods are returned to the Company. In the event of loss or theft of the hire goods, we ask for a £75.00 damage/lost bond, this will be refunded once all items have been returned in a resale condition. Any lost/damaged costs will be deducted from this security fee.

In the event of damage to the goods, the company will, at its option, invoice the Customer in full for the repairs to, or the replacement cost of the item that are above the Security bond sum. In the event of the goods being returned incomplete, the company reserves the right to invoice the Customer for the missing item(s) in full and to waive the additional hire charges.)

**Please note there is a £50.00 charge for collections after 11.00pm the same day.**

**General Timings:** Whilst every effort is made to ensure our timely arrival at your event, in the event of uncontrollable circumstances our liability shall be limited to a pro rata reduction in the hire fee in the event of a delayed start. Alternatively or if agreed with the Client the hire shall be extended to recover any lost time from the delayed start. We will not accept liability for any late starts caused by the client or the venue

**The Client** must satisfy themselves at the time of delivery that all equipment ordered has been delivered and our attention should be drawn to any miscounts, omissions or damaged equipment prior to the commencement of the function.

**Retention of Title:** The equipment is hired by Amanda Jane to the Client for the Hire Period at the Hire Charge set out in the Agreement and the Client. All goods remain the absolute property of Amanda Jane. (Hereinafter called the Company), and the customer undertakes not to sell, offer to sell, assign, charge, pledge or underlet, lend or otherwise deal with the equipment; nor allow any lien to be created on the goods. This Agreement is personal to the Client and is not capable of assignment for sub-hire nor may the Client part with possession of the equipment.

**Site, Site Access, Parking & Tolls:** We require a safe access to the site which meets environmental health standards. If the event is in Central London congestion charge will be added to the balance. Parking expenses will be charged back to the client or billed in advance. Parking tickets obtained through the operators incorrect parking will not be paid by the client; however some venues have a 15 minute unloading time which is unrealistic for large equipment rentals. Tickets obtained while unloading at such sites will be charged back to the client.

**Liability to Third Parties:** Amanda Jane will not be liable for any claim for personal injury, death, loss or damage to property howsoever caused unless it is proved that such injury was caused by faulty material, workmanship or negligence on the part of Amanda Jane.

#### **Limit of Liability for Defect or Failure**

The Company's liability in respect of any defect or failure of the goods supplied on hire is limited only to making good such defect or failure by repair or replacement of the goods at the Company's option.

**Frustration:** Amanda Jane shall not be responsible for any failure in the performance of any of its obligations under the Agreement caused by factors outside of its control, including but not restricted to, trade disputes, fire, Act of God, War, civil emergencies, failure, breakdown or restrictions on the use of transport, fuel or power.

**Customer Collections for Dry Hire:** The client may collect selected items from Amanda Jane. We require production of a valid UK photo card driving license or passport, supported by a bank statement or utility bill. A security deposit for the booking will be taken and refunded once all hire goods have been return to Amanda Jane in a resale condition. Whilst every effort will be made to ensure the client has full operation details of the equipment (verbal and written instructions) Amanda Jane will not be held responsible for equipment being set up incorrectly. All equipment must be returned by midday the following day, unless otherwise agreed between Amanda Jane and the client. When equipment is returned it will be inspected for damage within 5 working days. If damage is evident, an additional charge may be levied on the deposit provided as security.

#### **Packaging**

All goods must be returned in the same packaging as they were delivered in. Any lost or damaged containers will be charged accordingly.

**Damage:** Any damage that occurs to Amanda Jane equipment during a hire period that is not caused by Amanda Jane's member of staff is at the liability of the client and will be subject to a repair or replacement charge at the current market value. Insurance of the equipment is the responsibility of the Client. The client assumes complete responsibility for loss of or damage to the hire goods (Other than fair wear and tear) from the time the goods leaves the Company's premises or transport, until it is returned to same. The Customer will indemnify the Company against any and all claims of risks

**Venue Damage:** The client agrees that damage caused to a private venue as a result of a guest is not the responsibility of Amanda Jane.

#### **Condition of Goods**

Goods are dispatched clean and undamaged. All shortages or breakages, including chipped or cracked items will be charged at the replacement costs shown in the price list. Customer's goods cannot be accepted as replacements.

#### **Fabric Goods**

Table linen, chair covers, backdrops, draping and bunting must not be returned or stored damp or wet. Damage resulting from mildew or other stains and burn marks that will not respond to laundering, therefore the client will be charged at full replacement cost.

#### **Use of Goods**

The hired goods are solely intended for use and storage indoors unless specifically designed and manufactured for use outdoors. If the goods are used or stored outdoors the hirer is fully responsible for damage caused by the weather or any other associated hazard.

#### **Lights**

Our freestanding LOVE lights are for indoor use only. We request that no one sits on the letters.

**During your Event:** During an event if Amanda Jane staff are at anytime under verbal or physical abuse, or if we feel that the Equipment has been misused and are no longer following health and safety rules, Amanda Jane reserve the right to remove the equipment with no reimbursement to the client.

**Inspection:** The Client shall permit any person authorised by Amanda Jane at all reasonable times to enter upon the premises upon which the equipment is for a time being placed or kept for the purpose of inspecting and examining the condition of the equipment.

**The Client** is responsible for all equipment hired from Amanda Jane from time of delivery to date of collection, any loss or damage will be charged to the client at replacement cost, no substitutes will be accepted.

**Clients' Conditions:** Unless otherwise agreed in writing by Amanda Jane these conditions shall override any Terms or Conditions stipulated, incorporated or referred to by the Client in his order or negotiations.

**Cleaning Charges:** It is not the responsibility of Amanda Jane to collect rubbish from the client's event. Amanda Jane will endeavour to clean up items from services hired in the contract after each event by bagging up rubbish from services which will then be left in a convenient place. Amanda Jane does offer a cleaning service for events which if hired will be agreed at the time of booking by contract.

**Digital Photographs Disclaimer:** We reserve the right to publish digital images (photographs) from your event on our internet site and social media. If you do not wish for photographs to be used, please contact us and we will note and respect this request. All pictures taken by Amanda Jane staff at events are copyright of Amanda Jane

**Weather:** Amanda Jane will not be held responsible for cancellations due to severe weather conditions. If our company is unable to delivery due to weather extremes, the event may be re booked with a new event date subject to availability or a full refund (minus booking fee) will be issued. If Amanda Jane arrives at the venue to find the event has been cancelled due to weather extremes no refund shall be issued. If the event is cancelled 12 hours prior to the event time, the event may be re booked with a new event date subject to availability or a full refund (minus booking fee) will be issued. **During winter months we recommend that our clients seek event insurance against snow and other extreme weather conditions.**

**Cancellation:** The client has 14 days from the date of receiving confirmation to cancel their booking and will receive a full refund in this timescale.

If Amanda Jane arrives at the venue to find the event has been cancelled no refund shall be issued.. If the event is cancelled the following will apply:

4+ weeks prior to event – A refund of any payments received minus booking fee and any costs incurred e.g. Stationery, flowers. Client will be able to transfer booking to a new date subject to availability but may incur extra costs due to fresh flowers or stationery.

2-3 weeks prior to event – Full payment is required. Client will be able to transfer booking to a new date subject to availability but may incur extra costs due to fresh flowers or stationery. The date will be released again, if a new client books to the same value or more a refund minus the booking fee and any costs incurred will be issued.

0-1 week prior to event – Full Payment is required. No refund issued, however the client will be able to transfer booking to a new date subject to availability but may incur extra costs due to fresh flowers or stationery.

#### **Amendments of These Terms of hire**

No amendments to these conditions of hire will be allowed or recognized unless given in writing by the Company at the request of the Customer and duly signed by an officer of the Company.

#### **Goods Identification**

On no account may any serial number plates, manufacturer nameplates, or any other identification marks, be removed, covered, or defaced.

#### **Security deposit**

The client agrees to pay a refundable security bond of £75.00, 4 weeks prior to the event/wedding, which will be returned once all items have been counted and checked. Amanda Jane has the right to deduct funds for any losses or damage products.

The hire charge is for a period of 24 hours unless otherwise stated. This contract shall be governed by English Law in the Courts of England.

Amanda Jane

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