

## Mimi and Lu Terms and Conditions

### Definitions

1.1 The “Client” means the person/s, organisation or company booking the equipment, act or entertainment with the “Company”.

1.2 The “Company” means Mimi and Lu – Party Pieces

### Bookings

2.1 All equipment (including supplied props) remains the property of the company at all times.

2.2 It is deemed that the customer has read, understood, fully agreed to and is bound by all of our terms and conditions of hire. Terms and Safety Guidelines are readily available on our website and can be requested by the client at any time.

2.3 In the event of traffic or other uncontrollable circumstances preventing us from being able to fulfil our contracted obligations our liability shall be limited to a refund of any monies paid in relation to the contracted event, or a pro rata reduction in the hire fee in the event of delayed start. No further compensation will be paid irrespective of any loss of earnings.

### Prices, Deposit & Balance Payments

3.1 All hires are subject to a non refundable 50% holding deposit, in order to secure the services of the company. When a booking is made one hour of administration time is used by the company to generate a payment invoice, email it to the customer, check for funds and send confirmations where necessary or requested and create an appropriate folder to store and track all relevant order information. Should any order be cancelled this is to be taken in to consideration. A further one hour administration time is required to cancel any order, liaising with the client, removing or amending the invoice from our system, confirming with the client and cancelling any orders made if applicable, adjusting any delivery schedules, rearranging arranged help for delivery, cancelling any van hire or car hire where applicable. Costs are incurred by the company when a client makes and cancels an order.

3.2 The client must pay the deposit on receipt of a deposit invoice from the company in order to fully secure the requested date(s). .

3.3 Deposits are non-refundable and the customer is to fully understand that and agree before making payment to secure the date and allow work to commence preparing orders and/or making arrangements for their delivery and consequently the company potentially turning away other work. **PLEASE DO NOT BOOK WITH US IF YOU ARE NOT HAPPY WITH THIS POLICY AND HAVE ANY KNOWN INTENTIONS OF CANCELLING ON FINDING DIFFERENT PRICES AND QUOTES.**

3.4 The balance is to be paid in full and cleared at least one week (7days) prior to the event start date. On the event that this falls on a Sunday the payment should be made on the preceding Saturday. The balance paid one week before the event cannot be refunded in any circumstances and if there are any issues with your event please speak to us well in advance of the due date before making your final payment.

3.5 Advertised prices are subject to change without prior notification, and any future promotional offers will not apply to this booking. However, the price agreed at the time of booking will remain in force.

3.6 An idle fee may apply for waiting periods of above 45 minutes – this will be pre-authorized with the client and invoiced accordingly. We'll avoid charging for idle hours wherever possible.

## **Cancellations**

4.1 Refunds are non refundable and will not be returned under any circumstances. Please be sure that you require our services . We appreciate that you may find a price or package that suits you better elsewhere but this is not a valid reason to cancel your order with us and this costs the company in administration and preparation time. Mimi and Lu typically charge their time for services at £35 per hour.

## **Equipment**

5.1 The Client acknowledges that it shall be responsible for any damage or loss to and items supplied for hire by Mimi and Lu (including all props) caused by any misuse of our equipment by its customers or its guests or any theft or disaster (including, but not limited, to fire or flooding) at the client's event.

5.2 Mimi and Lu will require adequate space to erect your item. In the event that you are unsure of your required space please confirm with us before the event. The client will be responsible for providing suitable space. We also require a table to be provided for your Prosecco Wall, Donut Wall and Light Box, if ordered. The light box will also require a safe, nearby, working plug socket to connect to.

5.3 All goods remain the property of the company at all times. The items all need to be together and present for collection including garden games.

5.4 The Hirer is responsible for the safe keeping of the items/equipment hired in good condition whilst in their possession.

5.5 During the period of prop hire, the Hirer is solely responsible for the decorative party props including but not limited to flower walls, donut walls, light boxes, MDF numbers and letters, Perspex acrylic numbers and letters, Prosecco walls, garden games

5.6 In the event of any prop hired requiring repair as a result of the Hirer's negligence, misuse or abuse, then the hirer shall bear the cost of any such repair. Mimi and Lu agree to obtain two quotes for the cost of repair.

5.7 In the event that the goods are damaged beyond economical repair, or are lost, the hirer shall bear the full write off cost.

## **Safety**

6.1 All items hired by the client must be allocated a safe place for their placement by the client for the company on delivery. We strongly suggest the allocated place is;

Flat

Level

Away from any doors that could knock the hired items over

Away from any naked flames due to the material of some of our hirer items

A place not being used by children for playing

Wherever possible we will point out any obvious hazards but cannot be responsible for this.

6.2 Whilst we have made every effort to purchase items/props made from the lightest materials, our props may cause damage to property and people if knocked over, dropped etc. We highlight the need to pay extra attention around children who must be

supervised around any props and adults that are intoxicated. This is not the responsibility of the company.

6.3 Items/props hired must be kept in the place they were placed in on delivery by the company for the duration of the event they were booked for, both to avoid damage and to avoid accidents to any guests or people whilst moving them which can be very dangerous. The company asks that any placement is decided on in advance to ensure the client is satisfied with this before the company leave.

6.4 Many of the items supplied by the company are for decorative use and should not be used for any other purpose.

6.5 Donut walls and Prosecco walls will be wiped down thoroughly before delivery and wiped down again on placement at the venue to remove any dust/dirt accumulated during transportation. All Prosecco glasses hired from the company will be washed in warm soapy water before delivery and dried off and then placed into the appropriate protective packaging for transportation.

6.6 The client is responsible for the safety of their guests and themselves at any the event The Company delivers to. Mimi and Lu do not accept responsibility for any accidents, accidents, injuries or any other harm incurred to any guests or the hirer.

### **Site Location, Facilities & Conduct**

7.1 Hired equipment will be set up in one location only as agreed on arrival and will not be moved once unloaded.

7.2 If access to the venue is delayed for any reason, or events over-run delaying the start of your hire period, no refund shall be given, nor shall the hire period be extended beyond the original finish time.

7.3 The client is responsible for ensuring that the venue has sufficient space available for the hired items , and the venue management have been notified. Our insurance certificates are freely available and will be emailed on request.

7.4 The company reserves the right to cease operation and remove hired equipment from site if at any time a representative of the company feels that guests or clients conduct endangers the safety of the guests, clients, themselves or the safety of the hired equipment. In such cases no refund will be given and full contracted fees will be due to the company.

7.5 Due to the weight and size of the all the items for hire, all items are unsuitable for unsupervised use by small children. We insist that all children are supervised by a responsible adult around any items hired by the client. This includes garden games that require adult supervision.

## **Liability & Insurance**

8.1 The company's liability insurance covers use of the equipment.

8.2 The client agrees to indemnify the company for any damage or theft of the company's equipment whilst on hire.

8.3 The company accepts no liability for any damage or loss of personal property and or any injury arising from the use of the hired equipment.

## **Use of Images**

9.1 The client gives Mimi and Lu permission to use images taken at their event to be used on but not limited to Mimi and Lu's website, social media pages and for advertising and promotional purposes. Images are usually uploaded to our business Facebook and Instagram page directly after your event.

9.2 Mimi and Lu will not use any images that are deemed unsuitable on their website or for advertising purpose and will not use any content that maybe personally damaging to the person(s).

9.3 Retention of Images: We'll keep a digital copy of your photographs for at least 1 year after your event, at which point they may be deleted permanently.

## **Hiring, delivery and service**

10.1 Delivery set up and removal of the equipment is included in the total amount paid for the hire period as stated on the invoice. Delivery may be listed separately on the invoice.

10.2 The client agrees to provide a point of contact number for delivery and set up on the specified day of hire. In the event that this is not provided or the company can not get through and this delays or prohibits delivery, the company will not refund the hire fee and the company will not be held responsible for a reduced hire time.

10.3 Any specific or bespoke requirements for hire including but not limited to balloon colour for letter and number filling, light box message etc must be provided to the company within 1 week of the hire and cannot be changed after this. Any change may incur additional costs and the company retains the right to refuse any such requests.

10.4 Mimi and Lu will endeavour wherever possible to ensure that pre-agreed delivery and collection times are adhered to. However, we cannot accept responsibility for late deliveries or collections, due to any unforeseen circumstances.

10.5 Payment is strictly prior to delivery.

10.6 Our customers are our first priority. If you have any problems with this document or any other aspect of our prop or terms and conditions, please do ask us about it.

#### Balloons

Balloon Float-Times: Quality latex balloons will stay inflated for approx 8-12 hrs depending on size. Therefore, inflate latex balloons as late as possible on the day of the Event. Foil balloons will look good for several days and so these can be inflated the day before the event or early on the day. If you require your balloons to last longer there is an additional charge for this. Mimi and Lu cannot guarantee the float time of any helium balloon but will be reasonable and fair when assessing any complaints about the float time of balloons.