

General Terms and Conditions of Hire

Agreement to hire

Any person or company accepting our products for hire are in fully agreement of the terms and conditions outlined below.

General

Any person or company hiring goods or services has agreed to hire from Blue Orchid Events. Goods or services provided by the company in accordance with Blue Orchid Events standard terms and conditions. These terms and conditions supersede any previous terms and conditions.

If Blue Orchid Events waiver these terms and conditions on any occasion it will merely act as a waiver on that occasion and will not affect Blue Orchid Events right to enforce the terms and conditions on any further occasions. Any person or company hiring can not stipulate their own terms and conditions unless agreed in writing with Blue Orchid Events.

Cancellations

Any person or company cancelling hire within 60 days of the first day of hire will lose 50% of their deposit. Cancelling hire within 30 days of the first day of hire will lose 75% of their deposit. Cancelling hire within 10 days of first day of hire will result in any person or company losing 100% of their deposit. Any person or company cancelling within 24hrs of the start of the period of hire will be charged in full.

Insurance to cover loss or damage

Any person or company hiring from Blue Orchid Events accepts full responsibility for any damage or loss to hired stock. Full liability begins from the time Blue Orchid Events equipment leaves our premises or transport until it is returned to same. Any person or company hiring from Blue Orchid Events will arrange insurance cover to be provided at the risk of Accidental damage, Personal Injury, Fire, Theft and Public Liability. Any person or company hiring will indemnify Blue Orchid Events against any claims for the above risks.

Payment Terms

Full payment should be received by Blue Orchid Events no later than 2 weeks before the event date.

Late Payment

Blue Orchid Events may refuse to supply further goods or services on hire until such time that any outstanding balances have been paid. Any payment received will be applied against any outstanding invoices in date order (*oldest invoice first*).

Ownership of property

Any goods remain full property of Blue Orchid Events. Any person or company hiring agree not to sell, offer to sell, assign, charge, mortgage, lend or underlet or otherwise deal with the equipment nor allow any lien to be created on the equipment.

Deposit

A refundable deposit is required to secure any bookings. The hire charge for the equipment begins from the time that they equipment leaves Blue Orchid Events premises and continues until all equipment is returned to Blue Orchid Events.

Late or incomplete returns

Any equipment not returned to Blue Orchid Events on time by the end of the hire period, unless a prior agreement has been agreed with Blue Orchid Events, the hire charge will continued to be levied at the daily rate until all equipment is returned in full to Blue Orchid Events. If any items of hire are not returned, Blue Orchid Events has the right to invoice the customer for the missing items in full and will waive the additional hire charges.

Liability for Defect or Failure

Blue Orchid Events liability in respect of any defect or failure of hire equipment is limited to only making good such defect or failure by repair or replacement of the equipment at Blue Orchid Events option.

Pricing Structure

Blue Orchid Events reserve the right to alter the price of any quotation or items for hire without notification.

Hire or use of candles

Blue Orchid Events do not accept any responsibility for any damage caused by candles or tea lights when in the possession of any person or company. Blue Orchid Events advise that any candle or tea light remains in its holder, vase or candelabra whilst lit.

Agreement of conditions

Blue Orchid Events are not bound by any conditions of business of any person or company hiring unless agreed in writing and signed off by a director of Blue Orchid Events. Any difference in agreement between the person or company hiring, Blue Orchid Events conditions will prevail.

Product Descriptions

Blue Orchid Events makes every effort to ensure full accuracy of technical data or literature available in relation to goods provided. Blue Orchid Events accepts no liability for any damage or injury which may arise from errors or omissions in technical data to hirer or any third party. No contract can be invalidated due to printing or clerical errors. Any product advice or information is for guidance only and will not constitute the contract 'safe by description'.

Termination of liability

Blue Orchid Events will be relieved of all liability for obligations incurred by any person or company hiring. Wherever and to which the fulfilment of such obligation is prevented, frustrated or impeded in consequence of any statute, rules, regulations, orders or requisitions issued by any national or foreign government department, council or other duly constituted authority or by reason of any strikes, breakdown of plant, accident, civil commotion, war or any other cause beyond the control of Blue Orchid Events. Including to cause arising from acts omissions of the hirer.

Law

English law in the courts of England shall govern this contract.

Terms and conditions last updated February 2012