

## **Terms & Conditions:**

Please read these Terms and Conditions carefully as acceptance of these is a prerequisite of any booking. All bookings are accepted, subject to the following Terms and Conditions, which form part of the contract of hire. Any terms attached to the hirer's PO are withdrawn in favour of Event Prop Shop Ltd. Terms and Conditions.

All equipment remains property of Event Prop Shop Ltd.

## **Payment:**

To secure a booking, payment of a non-refundable deposit is required, together with a signed confirmation of booking via a completed booking form. An Invoice will be issued for any deposit paid. When there is a remaining balance, payment of the remaining balance **must** be paid no later than 14 days before the event. In the event that the hirer does not pay a separate deposit and balance, then full payment is due at the time of booking.

Once the hirer has signed and returned the booking form, whether physically or digitally, then the hirer accepts and agrees, that these Terms and Conditions apply to the booking.

## **Minimum Spend Requirement:**

Event Prop Shop has minimum spend requirements to make bookings viable. This amount is declared on initial quotes.

If the total amount payable for the specific items requested is below the minimum spend, then the amount payable is rounded up to the minimum spend amount.

## **Cancellations:**

When a booking is received, Event Prop Shop Ltd. is financially obligated to engage the services of staff, suppliers and make

logistical arrangements. Therefore the following cancellation terms apply:

If cancellation is made by the hirer outside 28 days of the date of the event, the hirer is liable to pay 50% of the booking value.

Cancellations between 28 days and 14 days of the date of the event, the hirer is liable to pay 75% of the booking value.

Cancellations inside 14 days of the event will be charged at full cost.

Event Prop Shop Ltd. reserves the right to cancel any bookings made by clients that refuse or fail to comply with our Booking Conditions. In this instance, when cancellations have to be made within 14 days of the event, full payment will be required.

### **Event Duration and Timings:**

The period for which the event shall be run will be stated in the Booking Form, this is generally a maximum of 6 hours, unless otherwise agreed at the time of booking. For events that last more than 6 hours additional charges may apply. Any specific requests for extended hire or for early set up will incur additional charges.

Whilst every effort will be made to ensure our timely arrival, if due to circumstances outside our control, the event starts late, our liability is limited to a pro-rata reduction in hire rates, alternatively, the event can run on, if in agreement with the hirer, to recover lost time.

### **Equipment and Damage:**

All equipment hired, remains the property of Event Prop Shop Ltd. Deliberate acts of vandalism, accidental damage or theft of equipment hired, will be chargeable to the hirer at our standard rate applicable at the time of hire. Event Prop Shop reserves the right to alter or amend equipment if necessary due to unforeseen circumstances. If this occurs, Event Prop Shop Ltd. will attempt to notify the hirer in advance of these changes, and offer a substitute or alternative prop, of a similar value. If no alternative item is

available, a refund of the amount charged for that item can be made, post the event.

### **Insurance:**

Event Prop Shop Ltd. has £5,000,000 public liability insurance cover. The policy document is available for inspection on request.

Event Prop Shop Ltd Liability insurance is in place to cover our own activities only, and does not extend to cover the activities of other suppliers, nor is this cover a substitute for event insurance for other suppliers/ organisers or any other contributors to events.

A Health and Safety officer has been appointed within the company and the Health and Safety Policy document is available for inspection. Event Prop Shop Ltd. regularly conducts risk assessment analysis before staging an event, nevertheless, Event Prop Shop Ltd. shall not be responsible for any injury or damage to persons or property arising from the use of any equipment under hire. All persons use the hire facilities provided entirely at their own risk. All electrical items should be tested by the client prior to use.

### **Hirer Responsibilities:**

With the exception of negligence by Event Prop Shop Ltd.:

The hirer assumes responsibility and liability for all hire items once they have been delivered to the venue.

Event Prop Shop Ltd. does not accept any responsibility for any injury or damage, to persons or property, resulting from the use of items hired. Event Prop Shop does not accept any liability for loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the hirer in connection with the hire agreement.

### **Exclusion of Indemnity:**

To the maximum extent permitted by applicable law, Event Prop Shop Ltd. expressly excludes any and all indemnity obligations.

This means that Event Prop Shop Ltd. shall not be liable to indemnify, defend, or hold harmless any user, third party, or other entity for any loss, damage, liability, claim, cost, or expense (including legal fees) arising out of or in connection with the use of our services, products, website, or content.

Hirers agree, that they are solely responsible for their use of the services and for any consequences thereof. Event Prop Shop Ltd. makes no guarantees or warranties, express or implied, and accepts no liability for any damages or losses, whether direct, indirect, incidental, or consequential.

This exclusion applies regardless of the nature of the claim, whether in contract, tort (including negligence), breach of statutory duty, or otherwise.

Event Prop Shop's total liability to the hirer in respect of all other losses arising under or in connection with the services provided shall in no circumstances exceed the value of the agreed cost of items hired..

Event Prop Shop Ltd. hire items are intended for indoor use only and are supplied 'dry-hire' only. The hirer assumes responsibility for any injury or damage caused as a result of moving or positioning hire items in any unsafe, outdoor or hazardous location. In the event that equipment hired from Event Prop Shop Ltd. is required to be left unattended, the hirer is responsible for providing adequate and suitable security arrangements for the safe keeping of the equipment during the period of hire.

The hirer must take all necessary steps (at its own expense) to retain possession and control of the equipment and in the event of losing possession or control will take all necessary steps to recover the equipment. The cost of replacing or repairing the equipment will be borne in full by the hirer. The hirer will pay Event Prop Shop Ltd. the full retail cost of any repairs and/ or the full retail cost of any equipment that is lost, stolen or damaged beyond economic repair.

The hirer shall be required to take out a public liability insurance policy with a minimum indemnity of £5 million which shall cover both

the Hirer, Event Prop Shop Ltd. and also any contractors used by the Hirer with regard to claims, proceedings, costs, charges and expenses associated with damage to or loss of property or injury to any person which may occur, under the period of hire, by the hirer, it's employees, contractors or guests.

The hirer shall produce evidence to Event Prop Shop Ltd. of adequate and credible insurance, required under this Clause before the start of the Hire Term.

### **Installation, Delivery & Collection.**

Installation at your venue is not included in the hire price unless charged separately in your hire agreement.

Our standard hours of operation are between 9.00am and 5.00pm, Monday to Friday. Items are generally delivered or collected within these working hours. If you require a late/ early delivery/ collection or de-rig outside of these hours, this is not included in the hire price and you should request a specific quotation for this service. Due to logistical constraints, it is not always possible to offer the option for an out of standard hours delivery or collection, and this service may be completely unavailable at your venue. Unless otherwise stated in your quotation and invoice, items are collected the morning following events, after 9.00am.

It is the hirer's responsibility to confirm with the venue that props hired are to be collected the following morning after 9.00am. Late night collections, when available, are always at an additional charge, dependent on the time required.

The hirer is responsible for arranging adequate access arrangements at the venue. Where the venue does not have its own parking facilities, Event Prop Shop Ltd. reserves the right to pass on incurred parking fees and/ or incurred penalty charges for refund by the hirer. In compliance with Health and Safety regulations, Event Prop Shop Ltd. will refuse to unload where hazardous and severely restricted access conditions exist.

Event Prop Shop Ltd. reserves the right to refuse to deliver or unload when is unable to navigate blocked or restricted loading bays. If your venue uses a Traffic Marshalling System and time restrictions are placed on delivery and collection, this must be declared at the time of booking. If your venue imposes financial time penalties for loading and unloading, the hirer accepts responsibility for reimbursing Event Prop Shop Ltd. the full amount of any penalties incurred after the event. If your venue requires valid credit/ debit card details to charge overstay penalties, this is the responsibility of the hirer to provide. The hirer will be responsible for any additional costs incurred in providing additional staff to assist with restricted access conditions. Our vehicle must be permitted to remain on site at your venue for sufficient time to facilitate both delivery and collection by one delivery driver. If this is refused by your venue, then delivery will be declined and no refund offered.

If your venue requires advance notice documentation, to be submitted prior to delivery, this must be declared at the time of booking. Site visits, prior to events, to accommodate venue security protocols are at additional charge and this service may not be possible.

The hirer agrees to pay any parking charges or penalties incurred, in the event that Event Prop Shop and/ or sub contract delivery drivers working on their behalf, are required to load/unload in areas subject to parking restrictions.

Your delivery will include all items you have listed on your Booking Form. If after completing a Booking Form, you subsequently add additional items, then a new Booking Form is required to include these. At the time of delivery, It is incumbent on the hirer to check off all items delivered, and raise any issues at this time. No refunds shall be offered for any missing items after delivery has been accepted by the hirer.

### **Restricted Access:**

If your venue uses a Traffic Marshalling System and time restrictions are placed on delivery or collection, this must be

declared at the time of booking. If your venue imposes financial time penalties for loading and unloading, the hirer accepts responsibility for reimbursing Event Prop Shop Ltd. the full amount of any penalties incurred, post the event. The hirer will be responsible for any additional costs incurred in providing additional staff to assist with restricted access conditions. Restricted access conditions include, but are not limited to, restricted time permitted in loading bays, inaccessible loading bays, access to loading bays being declined by the venue, single or double yellow lines, red lines, bus lanes, bollards, steps up or down, long carries or access that cannot be navigated by the use of a wheeled goods trolley. Loading bay entranceways that are above road level and that necessitate items to be lifted or raised from the ground. If any of these undisclosed conditions exist at your venue, then delivery may not be possible and refused by our delivery driver. No refunds will be available.

Event Prop Shop Ltd. delivery vehicles must be allowed to remain on site at your venue to facilitate delivery by one delivery driver. If your venue requires advance notice documentation, prior to accepting deliveries, or site visits, prior to events, to accommodate venue security protocols, this service is not available.

### **Congestion Charges, Ulez & Clean Air Zones**

Delivery & Collection Incurred Congestion, Ulez & Clean Air Zone charges, will be added to the hire charge. When these charges are not known at the time of accepting a booking, they will be invoiced and payable by the hirer, post event delivery and collection.

### **Goods Lifts & Access at your Venue:**

If access to your event room is via a goods lift, it is the responsibility of the hirer to check all items will fit inside the lift before ordering. The dimensions of all our props are available on request.

Event Prop Shop Ltd. does not accept responsibility for any consequential losses incurred by the hirer, if access is delayed or prevented due to inadequate size of the goods lift or if access inside the lift is restricted due to unattended items inside the lift.

### **Termination of Hire:**

Event Prop Shop Ltd. shall be entitled to terminate the contract immediately and repossess the equipment at any time where the hirer is in breach of these terms and conditions, or if the hirer takes any steps, or if any process or action is started which, in the owners reasonable opinion suggests that the hirers solvency is in doubt. In this instance, the hirer authorises Event Prop Shop Ltd. to enter any property where we reasonably believe equipment to be, in order to repossess such equipment.

### **Event Photography:**

Photographs are routinely taken at events and event venues where props hired form part of the set or venue decoration. Unless prohibited by a Non Disclosure Agreement, signed by both parties, the Hirer consents to any photography, audio and video recording and its release, reproduction or publication on social media, websites or any other promotional purpose. Images, photos and videos may be used to promote similar events to prospective clients, to highlight the service provided and to showcase the service provided.

The hirer waives all right to any claims for payment for any royalties in relation to the publication and distribution of any images or videos taken at their event. The Hirer also waives any editorial control, approval or inspection of images taken at their event.

### **Copyright & Intellectual Property:**

All of our products, images, website materials, content, and intellectual property are protected by copyright laws. Unauthorised copying or reproduction is classed as infringement of copyright.

Legal action will be taken against any individual or company copying or attempting 'passing off' any of our products, images, artwork or designs.

### **Risk Assessments and Method Statements for Third Party Event Companies:**

Event Prop Shop Ltd. regularly conducts its own Risk Assessment analysis prior to events, however, when contracted by a third party event company, props hired are classed as 'dry hire' only. i.e. Delivered to a suitable loading bay or drop off area. It is the responsibility of the third party event company that is in overall control of the event, to conduct its own risk assessment and method statement regarding their intended use for any of the props hired.

### **Force Majeure:**

Event Prop Shop Ltd, will not be liable for any failure or delay in providing our services, where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: Traffic delays, road and bridge closures, road blockages by protestors, inclement weather, snow, ice, floods, that impact on the delivery of props by a specified time, inclement weather rendering the use of props impossible, unsafe or likely to be damaged, power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, flood, storms, snow, freezing conditions, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, outbreak, epidemic, pandemic or any other natural disaster, or any other event that is beyond our control.

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