



Booking Terms and Conditions

Please ensure you have read and understood these before securing your booking.

Definitions

'THE COMPANY' is Boho and Bubbles UK

'THE HIRER' is the person hiring the equipment from the Company and whose name appears on the booking form. The Hirer must be at least 18 years of age.

'THE PERIOD OF HIRE' means the time commencing with the arrival of the equipment onsite, and terminating when the equipment is removed by the Company.

'A BOOKING' is the contract entered into by the hirer and the Company.

'THE EQUIPMENT' is the prop hire, styling items and/or furnishing/s provided by the Company for the use of the Hirer.

'HIRE CHARGES' is the total amount due under the invoice including delivery, assembly, installation, disassembly and collection of the equipment.

General

These terms and conditions apply to all contracts entered into between the Company and the Hirer upon payment of the deposit where the Hirer is deemed to have accepted them.

1. Bookings

1.1 It is the responsibility of the hirer to provide all necessary information required on the booking form. This includes informing Boho & Bubbles of the location of set up, access to the set up location and parking situation. The more information given will allow Boho & Bubbles to plan delivery and installation of hired equipment.

1.2 Where the hirer has withheld relevant information from Boho & Bubbles, which affects delivery and installation, Boho & Bubbles reserve the right to refuse installation of hired items.

1.3 Bookings are not confirmed until the deposit has been received. The quote sent will be valid for up to 48 hours, then the date will be offered to other potential customers. Time after this may require an updated quote.

1.4 When agreeing upon a design concept the company may provide the hirer with a conceptual mood board. The hirer agrees that only the design concepts specified in the mood board will be used as inspiration for their booking once agreed.

1.5 The hirer agrees that any conceptual designs and/or moodboards provided by Boho & Bubbles are strictly confidential and may not be used for commercial or private hire inspiration by any other company.

2. Prices and Deposits

2.1 Quotes are provided on the basis that a booking is not confirmed until a deposit and a note accepting the quote and signed Terms and Conditions are received by completing the Booking Form from the company.

2.2 A non-refundable booking fee is required to hold the date of the party. The non-refundable booking fee will be calculated at 25% of the package price. Deposits can be paid via bank transfer.



2.3 The remaining balance is due to be paid at least 14 days before the date of the party. Payments not made by this date may result in cancellation of your party.

2.4 All prices are subject to change, prices quoted at the time of booking will be honoured.

2.5 An additional, fully refundable security deposit of either £100 OR 15% of total booking amount (whichever is greater) is added to the final invoice. The security deposit covers damage, breakages and/or extra cleaning that may be required. This will be returned within 7 days of departure, minus deductions if applicable, which will be fully itemised. The security deposit may be more if more items are hired.

3. Cancellations

3.1 We require 14 days prior to the booked date for cancellations. No refunds will be made for cancellations made less than 14 days before the event and will result in 100% of the hire charge being forfeited.

3.2 The booking fee taken at the time of booking is non-refundable.

3.3 Rescheduling of dates cannot be done less than 14 days before the party. If you want to reschedule after this time but cannot have the new date you want, you will forfeit your deposit. If you have paid in full and want to reschedule, it will depend on the amount of time left before your party, availability and if the old date can be rebooked.

4. Hirer

4.1 The Hirer should not touch or disturb the equipment or hire items whilst the Company is setting up.

4.2 It is the responsibility of the person hiring the equipment to ensure reasonable steps are taken to avoid injury or prevent damage.

4.3 It is the hirers responsibility to ensure all equipment is in the original condition when collected. Any damage or loss of items will be charged. The hirer is encouraged to check over the equipment before we collect and inform us of any damages prior to dismantling hired items. If any issues arise during the hire, please do not hesitate to contact us via the following contact details:

Lucy: 07496364606 / Caz: 07496327079

4.4 The Hirer should not tamper with the structure or any part of the equipment.

4.5 The Hirer should not use any naked flames, lighting, heating, cooking or other gas or electrical appliances of any kind, other than what is provided for and appropriate to use around hire items.

4.6 No animals are allowed within close proximity of the hire equipment, without the previous consent in writing of the Company.

4.7 No smoking is allowed on Company furnishings.

4.8 The Hirer agrees that the Company, its Agents, Officers or Employees, accept no liability for any personal injury or damage to any persons or property suffered during the period of your usage. Your statutory rights are not affected.

4.9 Barbecue equipment or open fires outside are to be placed a minimum of eight feet from any hired equipment and not left unattended whilst in use.

4.10 The hirer will be responsible for any additional costs incurred to the company as a result of any booked equipment not being able to be erected/laid due to incorrect measurements, varying height levels or undisclosed site complications of which the company was not informed in writing.



4.11 The client understands that any permanent damages to stock will be charged at full price/the full amount of the security deposit (whichever is greater) to the client and must be paid within the 7-day security deposit time frame due to future Company event commitments.

5. Conduct

- 5.1 It is the responsibility of the hirer to ensure a duty of care and supervision is provided at all times during the hire.
- 5.2 Smoking is strictly prohibited for fire hazards and to prevent hired items smelling of smoke. If evidence of smoking will be found on hire items we will retain the full security deposit.
- 5.3 Please keep items away from fire, naked flames and other sources of heat – this includes but is not limited to; real candles, hair straighteners etc. (We provide battery operated candles within the hire).
- 5.4 Hired Items should be used for the intended purposes. Climbing or hanging from any backdrops or structures provided is dangerous and MUST NOT be allowed. Do not jump or lean on the items as it may break.
- 5.5 DO NOT attempt to take apart or move the items at all during the hire.
- 5.6 Please remove shoes and any sharp objects before standing on any soft furnishings.
- 5.7 To avoid staining and damage to the equipment we kindly ask that items such as make up, slime or pens are not used in close proximity to hired items.
- 5.8 We advise turning off all fairy lights, battery lights and electric lights before sleeping for safety reasons. If provided as part of hire packages, we do ask that any extension leads provided are left unplugged when not in use.
- 5.9 We advise that phones or other electrical items are not charged using the extension lead as this can cause it to overheat. The extension lead does have an overheat switch, for safety.
- 5.10 All rubbish and any recycling must be removed by the hirer before collection.
- 5.11 Vomit / urine found on any soft furnishings or hired equipment will result in a minimum charge of £50 to the full security deposit being retained for the cleaning of the equipment.
- 5.12 The Company accepts no responsibility or liability for any damage or theft of any property left in tents or the duration of the hire period.

6. Equipment

- 6.1 Equipment remains the property of Boho & Bubbles unless stated on booking. All the equipment is on a hire basis only and is not to keep permanently unless stated otherwise.
- 6.2 If any damages (including stains) occur, this will result in holding the security deposit. Should this not cover the cost of cleaning or replacing items, these will be invoiced to the hirer.
- 6.5 It is the hirers responsibility to ensure that there is no ease of access to the hired items overnight from other people/persons.
- 6.7 Boho & Bubbles has Public Liability insurance but we are not responsible for any injury caused by our equipment and strongly advise adult supervision for the duration of any children's parties.

7. Delivery and installation

- 7.1 All equipment is delivered, installed and styled by Boho & Bubbles. A handover will be given on the day of set up for you to read and sign. This will ensure you are happy with the set up, understand the main conduct of use and understand the risk assessment completed upon installation.
- 7.2 We charge 0.60p per mile. For some set-ups, we will also include van hire in order to transport items. A cost for transport will be given on your quote.



7.3 It is the customers responsibility to pay for parking charges, zone charges, tolls. The Company will make every effort to park outside of restricted areas i.e double yellow lines, if delivery falls outside this and parking charges incurred this is payable by the Hirer. No step free access can occur additional charges.)

7.4 In the event of traffic or other uncontrollable circumstances that prevent delivery of hired equipment at the agreed time, Boho & Bubbles will contact the hirer. No compensation will be paid unless a delayed start to the event occurs. Boho & Bubbles will offer an extension on the hired items.

7.5 Set up timings will be arranged and confirmed by both the Hirer and Company and collection the next day will be 24 hours after the completed set up (unless stated otherwise). It is the hirers responsibility to ensure that the Company will have access to the venue at the agreed times and that a contact number for the venue will be provided by the hirer should they not be available.

7.6 It is the responsibility of the hirer to check they have the required space for the hired equipment. Please ensure you have the correct spacing for any backdrops/props and the area is clear of debris and furniture upon arrival. We are unable to help with furniture/debris being moved on the day of set up. An additional charge will be made from the security deposit should we have to wait for the area to be cleared on arrival. The minimum space requirement will be provided by the Company prior to the event.

7.7 Please ensure there is clear access to the place of installation and set-up. Please advise us if there is not adequate parking outside of the delivery area and if access is shared please ensure relevant neighbors are aware.

7.8 The hirer must ensure the area is clean, safe and ready for installation of hired items. Boho & Bubbles reserves the right to refuse installation should the location be unsuitable. The full hire fee and security deposit will be kept.

7.9 Once equipment has been installed please do not tamper or move the equipment. The equipment has been set up to ensure full safety, including trip hazards.

7.10 Boho & Bubbles will return the following day at an agreed time to dismantle and remove the hired equipment. Items will be inspected prior to taking down.

8. Site

8.1 The Hire charges are based on the assumption that the site is a flat level firm ground with easy access for motor transport, and that no drains, cables or other services are buried beneath the surface or otherwise concealed. The Hire charges do not include any making good or repairing of damage to the site.

8.2 The Hirer is required to provide the Company with either a plan or a photo showing the position in which the hired equipment is to be erected or should have a representative on the site for that purpose. In the absence of a plan showing the position in which the hired equipment is to be erected the Company will erect the equipment where they deem appropriate and shall be deemed to have completed the contract.

8.3 The Hirer should never presume that any other equipment is included in the Hire other than what is stated in the Company's booking forms and related website, specific to their booking.

8.4 The Hirer is required to select a site that is not susceptible to bogginess or has poor drainage. Any flooding caused is the responsibility of the Hirer.

9. Insurance and Liability to Third parties

9.1 Exclusions of insurance include but are not limited to:



- (a) Furniture
 - (b) Insurance excess – the insurance cover excludes the first £100 of any claim and this is payable by the Hirer.
 - (c) Cover only applies to equipment that is delivered by the Company and does not include any equipment provided by a sub-contractor, unless invoiced by the company.
 - (d) Disappearance, Unexplained or inventory shortage.
 - (e) Consequential Loss.
 - (f) Acts of fraud or dishonesty by any party to whom the property insured has been entrusted or hired.
 - (g) Any breach of the Company terms and conditions as herein stated will negate the insurance policy.
 - (h) The Hirer is to keep the Equipment on site at all times and not attempt to move the equipment to any other location without the Company's prior written consent; to keep the Company fully informed of all material matters relating to the Equipment; not to use the equipment for any unlawful purpose.
 - (i) Failure to report the loss or damage arising from fire, theft or vandalism to the police immediately upon discovery and to the Company within 24 hours.
- 9.2 The Company will not be responsible for and the Hirer will indemnify the Company against all claims for the injury to persons or loss or damage to property howsoever caused unless it be proved that such injury or damage was caused by negligence of the Company.

10. Cleaning

10.1 Cleaning of equipment between hires is done to a high standard. We ensure necessary measures to keep in-line with the safety precautions surrounding Covid-19. All items are on a hire basis only, therefore, all items are disinfected and sanitised thoroughly. Soft furnishings are laundered on a higher temperature with Dettol laundry cleanser, hard objects are cleaned with antibacterial cleaning products and other soft furnishings are cleaned using a good quality disinfectant Dettol spray. For more information, please see our Covid Policy.

11. Force majeure

11.1 The Company will not be responsible for natural disaster; War, civil war, sabotage or act of terrorism; Government sanction, Global Pandemic, embargo, import or export regulation or order; Labour disputes, including strikes, lockouts, boycotts or other industrial action; Failure in the transportation of equipment, machinery or personnel or in the provision of any utility including power, gas, water, or communication services.

11.2 While every effort will be made by the Company to carry out any booking accepted, however, the full performance of it is subject to variation or cancellation by the Company consequent upon the Act of God, War, Strikes, Riots, Lockouts or any other disturbances. Fire, Flood, Storm, Gale or Tempest restrictions on the use of Transport, Fuel or Power. Requisitioning Storage of material or transport or labour or any other cause beyond the control of the Company.

12. Weather

12.1 Boho & Bubbles are unable to guarantee against rain, winds or other conditions that will have an adverse effect on the hire. As the main premise for the setup is 'outdoors' the hire is dependent on fair and good weather, therefore if on the day of the hire if persistent rain and/or strong winds are forecast



we will contact you on the morning of the booked date to discuss what options are possible such as postpone to another available date

12.2 Refunds due to weather are refunded at the company's discretion. There is of course the chance the weather can change through the day despite the forecast. Should the onset of rain or high winds become obvious, the client should contact Boho & Bubbles advising of such changes; we will make an assessment and if satisfied safe to proceed, will agree for the use of the hired equipment to go ahead as long as the client follows our instructions.

12.3 However, should the weather worsen we would expect the client to contact Boho & Bubbles without delay and switch off the equipment at the power source (internal sockets) and ensure any electrical equipment is safely (and without any risk to persons) moved under cover.

13. Balloons

13.1 Colours: The Company will endeavour to use any specified colours but reserve rights to adapt colours or shades dependant on stock levels

13.2 Popping: Extreme weather can cause balloons to pop / cannot be responsible for balloons popping. It is the customers responsibility to ensure popped balloons are disposed of correctly.

13.3 Shape of design: The company reserves the right to adapt design based on area, placement, venue and weather conditions.

13.4 Use of attachments: The rights to use required attachments on all surfaces

13.5 It is the clients responsibility to remove attachments correctly/ instructions for removal are provided/ cannot be responsible for damages occurred by the removal process.

14. Other

14.1 As all edible extras are purchased through our collaborative companies, please inform us of any dietary requirements or allergens at least 7 days prior to the event.

14.2 With regards to GDPR we assure all of our customers that we never will use your data for any other reason other than to contact you regarding your booking with us. You may receive correspondence from us following on from your booking but usually it may be to ask for reviews or feedback. All of your data held by us is password protected and never ever shared with any third party or will it ever be.

14.3 The Company reserves the right to amend their website and terms and conditions at any time, without prior notice, the Hirers obligations not being limited to the above.

14.4 We reserve the right to use any photographs taken of our products or services for promotional/marketing purposes. Please let us know in advance if you would not be agreeable to this.

14.5 The contract will be terminated in the event of non-payment, or if there is a breach of the terms and conditions.

If any clause is deemed invalid it will not affect the rest of the terms and conditions.

14.6 Boho & Bubbles welcomes any discussion prior to a booking to be agreed regarding any and all terms stated and expressed within this document.

15. Complaints

15.1 The hirer should raise any complaints direct with the company within 12 hours of the event.



Security Deposit

An additional, fully refundable security deposit is added to the invoice. This is to cover any loss or damages to the hired equipment. It will be returned to you no later than 7 days after the collection and inspection of items. Security deposit amount is dependent on the number of items hired and will be given on your quote/invoice.