

TERMS AND CONDITIONS

1. DEFINITIONS

For the purposes of these terms and conditions the hirer of the Equipment shall be referred to as the “Client” and Balloon Party Box Ltd, the Owner and supplier of the Equipment shall be referred to as the “Owner”. “Equipment” means all items i.e. balloon decoration set ups that are hired by the Client. The Equipment shall always remain the property of the Owner whilst on hire.

2. DISCLAIMER

The Client accepts full responsibility for the use and or operation of the hire Equipment and hereby agrees to release and fully indemnify the Owner against any third-party claims, actions, demands, suits, costs and expenses for damage or injury or death to person or persons or property arising directly or indirectly out of the hire or use of the Equipment by the Client or persons associated with the Client.

3. GENERAL OBLIGATIONS

The Client accepts full responsibility for the correct use and or operation of the hired Equipment. The Client agrees not to modify or permanently attach anything to the Equipment for their own purposes whilst on hire and shall return the Equipment in the same condition as he or she received it. All Equipment or part thereof and associated packaging that are lost, damaged, broken or stolen whilst on hire will be charged to the client at full present day replacement value. In addition to that the Client will be responsible for ensuring the equipment is not damaged or stolen from the event by third parties.

Once the Owner has delivered the Equipment or the Client has collected the Equipment, it is the responsibility of the Client to handle and operate the Equipment in a proper, safe and careful manner and only for the purpose and capacity for which it was designed. If on the rare occasion the Equipment develops a fault during the correct manner of use whilst on hire, then it is the Client’s responsibility to operate or handle the Equipment until it is made safe and the Owner is contacted or the Equipment is collected whereupon an assessment will be made of its condition.

All balloon garlands belong to the Client, except that all equipment belongs to the Owner, and the set up staff will take all the equipment back to the Owner.

4. PROPERTY ACCESS TO HIRED EQUIPMENT

The Client acknowledges that all property in and title to the Equipment at all times remains with the Owner, the Client does not acquire any property in or title to the Equipment and the clients interest in the Equipment is as Bailee of the Owner only.

The Owner also reserves the right to terminate these Terms and Conditions at any given time and is entitled to take possession of the Equipment immediately. Equipment that has not been returned by the Client or access to collect Equipment at the end of the hire has been denied causes the Equipment to be deemed stolen the relevant authorities will be notified to facilitate in the retrieval of the Equipment.

5. DEPOSITS, PAYMENTS, CANCELLATIONS AND REFUNDS

Deposits

The Owner shall keep the Client's deposit of \$100 bond until the Client returns the equipment while in good condition.

Payment Terms

The client agrees to pay the Owners hire charge at the rate specified, from the commencement date of the hire until the Equipment is returned to the Owner or collected by the Owner or the Owners employees. Client understands that the hire period is 3 days for Clients. The Owner reserves the right to amend or revise its rates or prices without notice.

Cancellations

If the Client is forced to cancel their event due to Government restrictions, the deposit remains non-refundable. The remaining balance paid over the required deposit amount may be refunded or turned into credit, at the Client's request.

All other orders and equipment cancelled less than 5 working days before the hire date will be charged at full rate.

Refunds and Bonds

The Owner, at their discretion, may require a refundable bond to be paid before the hire period commences. This bond will be refunded to the Client once all the Equipment is returned undamaged and in the same condition as it was received by the Client. Any damage or losses will incur a fee to the value of the full replacement cost of the Equipment. This cost will be added to the total cost of the hire or deducted from the refundable bond. If the refundable bond is not

sufficient to cover the total of the additional charges, then the balance will be paid by the Client to the Owner.

6. ACCEPTANCE OF TERMS AND CONDITIONS

The Client accepts the Terms and Conditions once a booking has been made and confirmation has been made alongside an invoice.

By accessing and or using this website you agree to comply with the Terms and Conditions. Every effort is made to keep the website operating correctly; however, Balloon Party Box Ltd takes no responsibility for, and will not be liable for the website being temporarily unavailable due to technical problems beyond its control. The terms and conditions at any time can be modified to suit the changing business needs and as soon as the changes are posted and visible the amended terms and conditions are affective.

The Client hereby unconditionally accepts these terms and conditions and acknowledges that the acceptance is a conditional procedure that is fully understood and confirmed by the Client once possession of the Equipment is taken from the Owner.