



## TERMS & CONDITIONS

**WE COMPLETELY UNDERSTAND HOW ORGANISING ANY EVENT CAN BE STRESSFUL AND AT TIMES COMPLICATED. WITH THIS IN MIND, WE WANT TO MAKE YOUR EXPERIENCE WITH JOYOUS MOMENTS AS STRAIGHT FORWARD AND ENJOYABLE AS POSSIBLE. BELOW YOU WILL FIND A COPY OF OUR TERMS AND CONDITIONS. PLEASE TAKE SOME TIME TO READ THROUGH THEM TO MAKE SURE THAT YOU ARE HAPPY WITH EVERYTHING IN THEM. IF FOR WHATEVER REASON YOU ARE UNSURE OF OR UNHAPPY WITH ANYTHING STATED BELOW PLEASE CONTACT US RIGHT AWAY AND WE WILL ENDEAVOUR TO RESOLVE YOUR QUERY AS QUICKLY AND FAIRLY AS POSSIBLE.**

**BY AGREEING TO THE QUOTE PROVIDED TO YOU FOR HIRE ITEMS AND SERVICES AND SECURING YOUR EVENT DATE WITH A BOOKING FEE, YOU ARE AGREEING TO THE FOLLOWING TERMS AND CONDITIONS.**

- Placing an order with us verbally, by phone, Internet or any other method of communication constitutes you having read, understood and agree to the following terms and conditions.
- Please read this agreement carefully. Upon entering into this agreement, you the hirer, agreed to be bound by the terms within.
- These are the only terms and conditions upon which will form a binding contract with you.
- We reserve the right to change or amend these terms and conditions at any time without prior notice.
- If any provision of this agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability, or unreasonableness be deemed severable and the remaining provisions of this agreement and the remainder of such provision shall continue in full force and effect
- The contract into which these terms and conditions are attached, any separate list or specification expressly referred to in it and these terms and conditions constitute the entire understanding between the parties with respect to the subject matter of this agreement and supersede all prior agreements, negotiations and discussions between the parties relating to it.
- Save as expressly provided in this agreement, no amendment or variation of this agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it. For the avoidance of doubt, and without limiting the generality, this shall apply notwithstanding any terms or conditions which are endorsed upon, delivered with or contained in the Clients purchase order, confirmation of order, specification or other document.

## Deposits, Payments & Cancellations

- A booking fee is required at the time of booking any item(s) or service(s) with Joyous Moments, this then secures your date and our attendance at your event.
- A booking fee is required to secure the date of your event and allocation of products for hire. Bookings are not allocated to a client until a full booking fee is received. Provisional bookings can be made but at the discretion of Joyous Moments, should there be a clash of dates between 2 parties both will be notified and the booking allocated to the first successful payment.
- Should prices from Joyous Moments increase, and should a booking fee not have been paid, you will be charged the new increased prices. However, clients will be informed of any price increases before-hand. Said booking fee is non-refundable & is subtracted from the final amount owed.
- Your booking is not confirmed until we receive payment of a booking fee of £100.
- Joyous Moments offer a 14-day cooling off period in which you may change your mind, cancel or amend your booking with no liability and your booking fee will be refunded. After the 14-day period has elapsed, you may still cancel at any time, however your booking fee and any other amounts paid are no longer refundable.
- You are able to make amendments to your booking at any time – amendments include changing the goods hired and increasing the number of goods hired. Joyous Moments cannot accept number reductions once the final balance is paid or less than 2 weeks prior to the wedding date, whichever comes first.
- Upon receiving any payments made to Joyous Moments, we will update your booking confirmation detailing these changes and this will be sent back to you as a receipt of payment.
- 12 months prior to the event date 25% of the balance is due.
- 6 months prior to the event date 50% of the balance is due.
- Your remaining balance is due 2 months prior to setting up at your event unless otherwise agreed.
- Joyous Moments is not currently VAT registered. Balances on invoices are therefore not inclusive of VAT.
- Joyous Moments cannot set up until full payment is received.
- Should these payment dates not be adhered to, Joyous Moments reserve the right to cancel your booking with no refunds offered.
- Joyous Moments understands that cancellations to bookings may occur for a variety of different and potentially difficult circumstances. If a cancellation were to occur, you will unfortunately forfeit the booking fee you have paid along with any other additional payments deducted from your final balance. If you need to cancel your booking and give us less than 2 months' notice you will be liable to still pay the full amount of the hire and services.
- Should you wish to postpone or change your event date, this will be treated as a cancellation and booking fees and payments forfeited.
- In the instance of a date change or postponement, Joyous Moments cannot guarantee their availability for both the items hired and/or their services to be transferred to another date. Joyous

Moments may however, at their discretion, try to accommodate a date change, but hire items may need to be substituted due to unavailability.

## Orders

- It is your responsibility to inform Joyous Moments of any increase to numbers prior to the day of set up. Joyous Moments cannot accept number increases on the day of the event.
- Joyous Moments are not responsible for incorrect timings, numbers, hire items etc. It is your responsibility to ensure all details within your quote are correct prior to the event date and you must inform Joyous Moments as soon as possible if any details are incorrect. By agreeing to the quote and paying your final balance, you the hirer are confirming that all details are correct.
- We reserve the right to substitute an item for an alternative design i.e. if breakages, delayed returns, lost items have occurred as a result of a previous customer order. Any necessary substitutions will be communicated prior to your order being dispatched.
- We reserve the right to withdraw our acceptance of your order if the goods requested are not readily available to us and will refund in full any payment you have made.
- We reserve the right to substitute an item for an alternative design i.e. if breakages have been incurred as a result of a previous customer order. Any necessary substitutions will be communicated prior to your order being dispatched.
- Lycra chair covers are provided as standard. By booking with Joyous Moments, you are agreeing that you are satisfied with the description of the colours and styles etc. Joyous Moments are providing. Please be aware that we cannot ever guarantee exact colour matches but will endeavour to match as close as possible, with samples shown to you and agreed prior to the event. The hirer must be satisfied with the fabric, design and fit of the chair covers before booking Joyous Moments.
- If required, Joyous Moments can move items from one room to another if there is substantial time to do so. We cannot be held responsible if our set up is not complete due to unreasonable or inadequate time allowances.

## Liabilities

- In no circumstances shall our liability to you exceed the invoice value of the contract.
- Joyous Moments, any of their employees or assistants shall not be liable in respect of damages/injury/loss or any other damage incurred in respect of this hire, as a result of any defect or damage to the item and the customer shall satisfy himself/herself of the suitability/condition/placement of the equipment upon receipt.
- Caution should be exercised in particular with the use of candles; we shall not be liable for any damage/injury/loss caused as a result of using candles or hot wax. Permission should be sought from the venue as to the suitability of all items hired. We would like to stress that Joyous Moments will provide candles for decorative purposes but never in any circumstances light them. It is solely the

responsibility of you the hirer to arrange for candles to be lit. It is also the responsibility of the hirer to seek permission from the venue prior to lighting the candles at the event.

- We will not be held liable for any damage/injury/loss caused by goods falling over, being pushed over, misused or lent on.

### Venue Requirements & Accessibility

- Please ensure that you have obtained the appropriate permission at your venue to use Joyous Moments
- Joyous Moments electronic equipment is PAT tested and certification of these details can be provided if required.
- Please ensure there is access to a plug socket close to set up points. Joyous Moments will provide extension leads but these cannot be running through walkway areas for health and safety purposes.
- We will not be held responsible for any damage/injury or loss caused by our equipment, including power leads and wiring.
- Please ensure there is sufficient space at your venue to set up the equipment for example 2m x 1.5m minimum for the selfie mirror.
- Please ensure there is clear access to load and unload at the venue.
- Please inform us of any circumstances that would make setting up more demanding, including going upstairs, long distances from unloading area to venue etc. We allocate a set period of time for setting up our equipment at your venue which is included within your price. However, if there are any complications that are not made known to us beforehand then unfortunately this will come out of the run time of your hire or may result in our set up being delayed and exceeding the agreed starting time. Complications include but are not limited to; poor access to the area in which the equipment is to be set up or the room not being ready (waiting for the venue employees to clear the room, set up tables etc.). • In the event that Joyous Moments are not ready to commence at the agreed time due to our fault, then we will still give you the agreed hire period by extending the finishing time of the hire. In the event that the hire does not start at the agreed time, as setup has been delayed due to any unforeseen circumstances that are no fault of Joyous Moments then the hire will still end as per the agreed time upon booking. In the event that we have set up in time but the hire does not start at the agreed time due to over running of previous activities by you or venue, the hire will still end as per the agreed time.

### Venue Dressing & Policy on Candles

- Joyous Moments ability to perform our services depends on us having adequate access to the venue both prior to event for dressing, dancefloor, lighting and Magic Mirror or Photobooth hire, and after for removal.
- All hired goods remain the property of Joyous Moments
- During the period of hire, the hirer is solely responsible for the hired goods and the hirer shall at all times be responsible for insuring all goods, from the time of acceptance of the goods until the time it is returned and accepted back into the possession of Joyous Moments.
- Hired goods will be counted and checked when they are collected and our decision as to losses/damages will be final.
- Joyous Moments shall not be responsible for any injury or damage to persons or property arising from the use of any equipment, props, decorative items or candles purchased or hired. Joyous Moments shall in no circumstances be liable for any direct, indirect or consequential loss, damage or extra costs incurred caused by its negligence or other default in the performance of its duties.
- We shall not be held responsible for any injury, damage or deaths as a result of props and other hired items falling over, being pushed over, lent on, misused or mistreated.
- Joyous Moments can provide candles on a supply basis only – we will not light them in any circumstances. It is solely the responsibility of the hirer to make arrangements for candles to be lit and it is the responsibility of the hirer or person(s) who light them to ensure that they are safe to be used. We often find candles are not required to be lit until later in the day after Joyous Moments have left.
- Joyous Moments will not be held liable or responsible for any injury, fire or death caused by candles/hot wax or any other items provided.
- We will endeavour to supply specific items requested; however, we reserve the right to use our discretion to supply an appropriate alternative where necessary.

#### Photobooth Props

- Joyous Moments provide a selection of props to be used for photographs taken by the selfie mirror or photo booth only.
- Many of the props are not suitable for children and infants. It is the responsibility of you, the hirer, to ensure that your guests understand that the props are not toys and are not to be used by those unsuitable. We require that you make your guests and anyone else attending your event aware that accompanying adults are responsible for children and infants at all times.
- Props must stay by the magic mirror and are not to be taken elsewhere e.g. on the dancefloor.
- If props are not returned to the Magic Mirror, you will be liable to pay to replace them.

#### LED Starlit Dance Floor & Other Electrical Goods

- Joyous Moments will not be liable should an injury occur during the hire of our chair covers, sashes, hoods, brooches, trees, lighting or any other products.
- The hirer will be responsible for ensuring the chair covers and lighting are fitted correctly and not tampered with once the event is taking place, to prevent any injury to their guests, and that those hiring an LED Dancefloor ensure that their guests wear the appropriate footwear (no high heels) and that their guests do not carry drink onto the dancefloor nor are intoxicated while using the dancefloor.
- It is the responsibility of the hirer to ensure that their guests or anyone attending the event does not lean, sit, place drinks on or press on the freestanding LOVE letters, MR & MRS lights, canopy trees or any other props. Charges may apply if goods are damaged through breaking these terms. Joyous Moments will not be held responsible for any damage, injury or deaths incurred. • We cannot be held responsible for unforeseeable occurrences such as loss of electrical power, fuses or other electrical components failing.
- Joyous Moments will always do everything within their power to make your day perfect. However, we cannot be held responsible for any circumstances that may prevent us from attending your event or fulfilling our duties, these may include but are not limited to severe weather conditions, traffic delays, breakdown of our vehicles, sickness or equipment failure. In the case that we cannot attend or fulfil your hire due to events beyond our control we will contact you or the venue as soon as possible. In these instances, our liability will be limited to refunding all of monies paid.
- Provider agrees to have a Photo Booth operational for a minimum of 80% during this period; operations may need to be interrupted for maintenance of the Photo Booth. Maintenance includes inserting new ribbons of ink and paper, rebooting software for unexpected updates and repairs to the booth.

#### Damaged Goods

- Goods in your care shall remain your responsibility at all times.
- When goods are returned badly damaged in any way we have the right to charge you the replacement cost or treatment charge and add this to your invoice or deduct the amount from your deposit.
- Details of these charges are available upon request. The hirer shall be solely responsible for the hired goods. Hotels/venues/florists/wedding planners/ or any other third-party involvement will be exempt from any responsibility regarding hired goods and will not be held accountable should any damage occur whilst in their possession.

#### Policy on Children & Abusive Behaviour

- All children under the age of 14 years old must be accompanied by an adult at all times when using or being near Joyous Moments equipment. This is particularly relevant to the use of the candles, blossom trees, centrepieces and the Magic Selfie Mirror, photobooth and props. Joyous Moments

are not responsible for and will not be held liable in the event of damage, injury and/or death caused by misuse of props or equipment. It is you, the hirer, who is responsible for ensuring that everyone at the event understands and complies with this rule.

- Joyous Moments will not tolerate any abuse or threatening behaviour to our staff. If this does occur Joyous Moments are within their right to terminate the hire. We are providing a service to yourselves and guests and therefore feel that our staff should be treated with the respect they deserve.
- Joyous Moments are also within their right to terminate a hire if they feel that any equipment or property belonging to Joyous Moments is in danger of getting damaged or has been damaged due to unruly behaviour from guests. We also reserve the right to refuse guests admission to use the photo booth if we feel they are too unruly.
- In any instances where we feel there is a need to terminate the hire we will always speak with the host first to try to resolve the matter before terminating. If we do have to terminate the hire due to reasons stated above, the full cost of hire is still payable and we will not issue any refunds for hire time that has been cut short.

#### Photographs, Videos & Other Documentation of Your Event

- Joyous Moments may use any of the photographs or material from your event for suitable means, this includes but is not limited to advertising and promotional material either in print or on the internet. Attending/styling your event would mean we are of the understanding that permission has been granted to do so by yourselves and your guests.

#### Law

- These items and conditions and any contract formed between us shall be governed by the laws of England and you agree to submit to the exclusive jurisdiction of the English courts.
- If for any reason you are not entirely satisfied with your goods your statutory rights are not affected and complaints can be made in writing to Joyous Moments [Info@joyousmoments.co.uk](mailto:Info@joyousmoments.co.uk)