

## **Bloomed – Terms and Conditions of Hire**

### **1. Definitions**

"The Company" refers to Bloomed.

"The Hirer" refers to the individual or organisation hiring the items.

"The Items" refer to the decorative wicker basket planters and their contents (e.g., olive trees, white rose bushes) provided for hire.

### **2. Hire Period**

The hire period begins at the time of delivery and setup and ends at collection, typically the following day at 9:00am unless otherwise agreed in writing.

### **3. Set Up Services**

The Company provides full setup of the items at the event location.

Setup must be scheduled to commence at least 4 hours before the event start time.

The Hirer must ensure the venue is accessible and that placement locations are confirmed in advance.

Any delay due to venue inaccessibility may result in additional charges.

### **4. Delivery and Collection**

Delivery and collection times will be confirmed upon booking.

Standard collection is at 9:00am the following day, unless otherwise arranged.

The Hirer must ensure access for timely collection. Delays may incur additional fees.

### **5. Placement and Handling**

Once set up by the Company, the Items must not be moved, watered, altered, or tampered with in any way.

The Hirer must not take cuttings, leaves, or flowers for use in other arrangements.

Unauthorised handling may result in damage charges and is strictly prohibited.

### **6. Payment Terms**

A 40% non-refundable deposit is required at the time of booking to secure the date and items.

The remaining 60% balance is due 8 weeks prior to the event.

Bookings made within 8 weeks of the event require full payment upfront.

### **7. Damages and Loss**

The Hirer is fully responsible for all hired items during the hire period.

Any damage (e.g., breakage, staining, weather-related issues), loss, or theft will result in repair or replacement costs.

These costs will be deducted from the security deposit or invoiced separately if the damage exceeds the deposit amount.

## **8. Use of Items**

The Items are decorative only and should not be used for any other purpose.

They must not be exposed to unsuitable weather conditions unless specifically stated as weather-resistant.

The Hirer is responsible for ensuring a safe, secure environment for the items.

## **9. Cancellations and changes**

Cancellations may be made up to 8 weeks before the event. However, please note that the 40% deposit is non-refundable.

Cancellations made within 8 weeks of the event will forfeit all payments made.

No refund is issued for unused or early-returned items.

Changes to design can be made up to 3 months before the event date, however, may incur extra charges.

## **10. Liability**

The Company is not liable for injury or damage resulting from the placement or use of the hired items.

It is the Hirer's responsibility to ensure safe placement and that the items are not a hazard to guests or staff.

## **11. Ownership**

All hired items remain the exclusive property of the Company at all times.

## **12. Agreement**

By confirming a booking, the Hirer agrees to these Terms and Conditions in full.

## **13. Force Majeure**

The Company shall not be liable for any failure or delay in performing its obligations due to circumstances beyond its reasonable control, including but not limited to extreme weather, fire, flood, strikes, acts of terrorism, or governmental restrictions.

## **14. Insurance**

The Hirer is advised to take out adequate event insurance to cover accidental damage, loss, or cancellation. The Company does not provide insurance for the Hirer's event.

## **15. Health & Safety**

The Hirer is responsible for ensuring that all hired items are positioned safely and do not pose a hazard.

The Company will advise on safe placement, but final responsibility lies with the Hirer.

## **16. Consumer Rights**

These terms do not affect the Hirer's statutory rights under the Consumer Rights Act 2015.

Where the Hirer is a consumer, they are entitled to goods and services of a satisfactory quality, as described, and fit for purpose.

## **17. Complaints and Dispute Resolution**

Any complaints must be submitted in writing within 7 days of the event.

The Company will make reasonable efforts to resolve disputes. If no resolution is reached, disputes will be subject to the jurisdiction of the courts of England and Wales.

## **18. Governing Law**

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of England and Wales.

## **19. Floristry and On-Site Arranging**

Where floristry services are included in the hire or booked separately, the Company will provide floral arrangements as agreed in the booking.

On-site arrangement services may include placing floral installations, table arrangements, archway decor, and other agreed designs.

The Hirer must ensure the venue is accessible at the agreed setup time and that a suitable workspace is available for the floristry team.

Flowers and foliage used are subject to seasonal availability and substitutions may be made where necessary while maintaining the agreed aesthetic.

Once installed, floral arrangements must not be moved, altered, or dismantled by anyone other than a representative of the Company.

Fresh florals are intended for display purposes only and remain the property of the Company unless otherwise agreed in writing.