Terms and Conditions of Grace My Events Umbrella Hire with Delivery and Collection

These Terms and Conditions (“Agreement”) govern the hire of umbrellas, including delivery and collection services, provided by Grace My Events (“we,” “our,” or “us”) to the customer (“you” or “your”). By booking or accepting the hire services, you agree to these Terms and Conditions.

1. Definitions

“Hire Period” means the period during which the umbrellas are hired by you, starting from the agreed delivery date and ending on the agreed collection date.

“Hire Fee” means the total fee payable for the hire of umbrellas, including any additional charges for delivery, collection, and damage.

“Delivery Address” means the location where the umbrellas will be delivered, as specified by you.

“Collection Address” means the location where the umbrellas will be collected, as specified by you.

“Delivery and Collection Charges” means the costs associated with the transportation of umbrellas to and from the specified address.

2. Hire Agreement

2.1 Contract Formation

By submitting a booking request, you make an offer to hire umbrellas from us under these Terms and Conditions. A contract will only be formed once we send you a confirmation email acknowledging receipt of your booking, confirming the details of your hire and payment has been received.

2.2 Hire Period

The Hire Period begins on the date of delivery and ends on the date of collection, unless otherwise agreed in writing. Any changes to the Hire Period must be confirmed by us in writing.

2.3 Booking and Payment

Bookings must be made at least 30 days in advance of the intended hire date. Bookings that are less than 30 days may be considered upon request. A deposit of £25 of the total Hire Fee which is £2.00 per umbrella and is due at the time of booking, with the remaining balance due 8 weeks before the delivery date. Postage charges will be between £10.00 and £25.00 depending on location. Payments can be made via bank transfer (secure business account), Debit or Credit card via Stripe (secure) or PayPal (this will incur transaction fees).

2.4 Minimum Hire Duration

The minimum Hire Period is 3 days to cover delivery, your event and return. If your event is within 15 miles of DE13 the hire period can be reduced. If you require the umbrellas for less than the minimum period, the full Hire Fee will still apply.

3. Delivery and Collection

3.1 Delivery

We will deliver the umbrellas to the Delivery Address on the agreed date within a reasonable time frame. The delivery window will be confirmed in advance.

3.2 Collection

We will collect the umbrellas on the agreed collection date. If the umbrellas are not available for collection at the agreed time, additional charges may apply.

3.3 Delivery and Collection Charges

Delivery and collection charges will be outlined in your booking confirmation and are based on the Delivery and Collection Addresses. If any additional charges are incurred due to changes in the location or timing of delivery/collection, these will be billed to you.

4. Your Responsibilities

4.1 Proper Use

You are responsible for the proper use, handling, and storage of the umbrellas during the Hire Period. The umbrellas must not be used for any purpose other than their intended use, and must be returned in the same condition as when delivered.

4.2 Access and Location

You must ensure that the Delivery and Collection Addresses are accessible and suitable for the delivery and collection of the umbrellas. If access is blocked or otherwise unavailable, you may be liable for additional delivery or collection fees.

4.3 Weather Conditions

You are responsible for ensuring that the umbrellas are not exposed to extreme weather conditions, such as high winds or heavy rain, which could cause damage. If the weather conditions are deemed unsafe for umbrella use, we recommend that you take appropriate precautions.

4.4 No Sub-hire

You are not permitted to sub-hire, lend, or transfer the umbrellas to any third party without our prior written consent.

5. Cancellation and Changes

5.1 Cancellation by You

If you wish to cancel your booking, the following cancellation fees will apply:

- More than 1 month before the hire date: Partial refund - minus £15.00 admin fee, which covers the cost of enquiry to booking.

- More than 14 days but less than 1 month before the hire date: 50% of the total Hire Fee will be refunded.

- Less than 14 days before the hire date: No refund is payable, due to us not being able to secure another booking on your date.

5.2 Cancellation by Us

We reserve the right to cancel or reschedule the hire if we are unable to provide the umbrellas due to unforeseen circumstances, such as equipment damage, weather conditions, or other force majeure events. In such cases, we will offer you a full refund or an alternative booking date.

5.3 Changes to the Hire Period or Delivery/Collection

If you wish to alter the Hire Period or change the delivery or collection details, we will try to accommodate your request. However, changes may incur additional charges and are subject to availability.

6. Damage and Loss

6.1 Responsibility for Damage

You are responsible for any damage to the umbrellas during the Hire Period. You must notify us immediately if any damage occurs. You agree to pay for the repair or replacement costs if the umbrellas are damaged, lost, or stolen during the Hire Period. You agree to be responsible for them throughout the whole hire period, from delivery to collection. This includes any 3rd party involved with your event.

6.2 Inspection upon Return

We will inspect the umbrellas upon collection and notify you of any damage or loss. You may be charged for repair or replacement costs as applicable. You will be notified within 24 hours of receipt of the umbrellas if we have any issues. If we do have any issues you agree to us deducting £10.00 per umbrella from your retainer fee. If there is any damage to the box, you agree to us deducting £5.00 from your retainer fee. This also includes if they are not returned in the original packaging.

7. Liability

7.1 Limitations of Liability

We will not be liable for any indirect, special, or consequential loss or damage arising out of the use of the umbrellas, including any loss of income or business, except where such liability cannot be excluded by law.

7.2 Force Majeure

Neither party shall be liable for failure or delay in performance of obligations under this Agreement caused by events beyond its reasonable control, including but not limited to natural disasters, strikes, lockouts, acts of terrorism, Covid, or any other events of force majeure.

8. Governing Law and Dispute Resolution

8.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

8.2 Dispute Resolution

In the event of a dispute, we advise you to contact us directly as soon as possible to report the issue and allow us reasonable time to resolve it. If the dispute cannot be resolved informally, it may be referred to mediation or, if necessary, the courts of England and Wales.

9. Data Protection

9.1 Data Collection

We may collect and process personal data, including your name, address, contact details, and payment information, for the purpose of fulfilling this Agreement. We will handle your data in accordance with our Privacy Policy and applicable data protection laws.

10. General Terms

10.1 Entire Agreement

This Agreement constitutes the entire understanding between us regarding the hire of umbrellas and supersedes any prior agreements or communications.

10.2 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

10.3 No Waiver

Any failure by us to enforce any provision of this Agreement shall not be deemed a waiver of our right to do so in the future.

By booking the umbrella hire services, you acknowledge and agree to these Terms and Conditions. If you have any questions or require further clarification, please contact us at gracemyevents@gmail.com

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