

Terms and Conditions of Trading

ACCEPTANCE

- 1 All orders for goods and/or services, without limitation, from DumDumDeDum are subject exclusively and strictly to these 'Terms and Conditions of Trading' and no alterations proposed by you shall be binding unless expressly agreed by us in writing.
- 2 For the purposes of this agreement; 'we', 'us', 'our', 'the company' and 'DumDumDeDum' are all understood to mean the supplier. A customer of the company can be referred to as the 'Hirer' or 'Customer' which will be understood to mean the same thing. A 'booking', 'order' or 'service' are all understood to mean goods and/or services purchased or hired from the company.
- 3 Once you sign an order from DumDumDeDum you automatically enter into an agreement with DumDumDeDum accepting these Terms and Conditions of Trading both for the relevant order and all other subsequent transactions.

DELIVERY/COLLECTION OR PROVIDING A SERVICE AT A LOCATION OUTSIDE OUR PLACE OF BUSINESS

- 4 It is the customer's responsibility to ensure that the venue will allow access from 7:30am on the morning of the event (unless otherwise arranged and confirmed in writing) in order to setup.
- 5 If goods or services are to be supplied in a specific area at the venue or placed onto items supplied by either the venue or the customer, everything must be ready for delivery and/or fitting and/or locating within the venue from 7.30am on the morning of the event (unless otherwise arranged and confirmed in writing) in order to setup.
- 6 If goods or services are to be moved, relocated or installed by the company on behalf of the customer at a specific agreed time, we will do everything in our power to complete the order at the allocated time and in a reasonable time, however, we may be subject to time constraints due to other commitments, and, if we cannot move, relocate or install the goods or services as arranged due to us not being able to gain access to the venue, or it not being safe to do so for health and safety reasons, then our contract will be fulfilled and no refund will be available.
- 7 Due to health and safety concerns, any items being moved, relocated or installed at any particular venue can only be carried out if members of the public are - in the opinion of our attending staff - at a safe distance from the work area. This includes any area where items have to be carried in, moved to be installed or relocated.
- 8 If items are to be moved, relocated or installed by the company and we are delayed due to not being able to gain access for any reason outside our control, we may - if we have no other commitments at or near the time - be able to wait until we can gain access, however, a charge of £20 per hour or part thereof per person attending, will be charged to the customer.
- 9 A booking can be carried out anytime before the sitting down time provided it is a closed room, ie: Separate from the bar or other public area, so that the public will generally not be in the room before the function starts. If the public have access to the room before the meal, we will aim to have the decoration finished before the time of arrival, however, this is not guaranteed.
- 10 Any hired items that we have agreed to collect from the venue must be available for collection by our staff within 48 hours of the function ending, unless alternative arrangements have been made and agreed in writing.
- 11 Any hired items that are not available for collection after the function will incur a daily hire charge equivalent to the hire charge shown on the order.

ACCESSORIES

- 12 Providing that we will be attending the venue to deliver products or services with an agreed delivery before the function, we will include delivery of the hired goods itemised on the order at no extra cost, however, the placement and setting up of the products will be the responsibility of the hirer.
- 13 If we are not attending the venue with other products or services, then the goods itemised on the order will have to be collected from our premises and returned on the next working day after the function as shown on the order.
- 14 Providing that we will be attending the venue to collect other supplied products with an agreed collection, we will include the collection of the goods itemised on the order at no extra cost.
- 15 A refundable deposit as shown on the order will be charged prior to collection/delivery, which will be returned after collection and inspection of the hired items on the order. This deposit can be accepted in cash or cheque which we will not cash until after the event, and then, only if necessary.
- 16 Hired items Goods not returned on the next working day after the function - or at a time agreed in writing by the

company - will incur a daily hire charge equivalent to the hire charge shown on the order.

- 17 Reasonable time for inspection and counting must be allowed when returning hired items.

BALLOONS

- 18 Prices shown are all inclusive and include helium/air, labour, necessary collection of props, your choice of colours for balloons and ribbons (or tulle if applicable for that design), and balloon weights.
- 19 Free delivery anywhere in Northern Ireland applies only if order value exceeds £150, otherwise a 35p per mile charge may be added up to a maximum charge of £35.00.
- 20 In the event of there being extra tables or items that could reasonably be assumed to require balloons at the venue, we will decorate these, and invoice the customer for the extra charges as necessary.
- 21 In the event of there being less tables or items requiring balloons at the venue, we will use the overrun to decorate any other area of the function, at our discretion.
- 22 Once balloons have been inflated and positioned, and our setup area cleaned, our contract will have been fulfilled and we will not then be responsible for the safety or security of the product at the venue after that time.
- 23 Balloons can burst without warning and without any apparent reason, however, we allow a ten minute inflated rest period for our balloons before we leave the venue, after which time our responsibility ends.
- 24 Various air conditioning/heating appliances used in venues can disrupt the balloon positioning and possibly cause the balloons to burst, especially if forced air is directed at the balloons, and as heating/ventilation is usually started just before the guests arrive, we cannot be held responsible if this occurs.
- 25 Bookings involving balloon releases, designs and/or sculptures outside can be affected by adverse weather conditions, and are accepted on this understanding.
- 26 In the event of a balloon release, designs and/or sculptures having to be cancelled on the day, due to adverse weather conditions, or CAA refusal to authorise, or any other valid reason, then we will agree an alternative date for the booking. A mileage charge + £30 will apply to the alternative date organised. No refund will be given under any circumstances.
- 27 Decorating/entertaining items such as balloon stands, exploder kits or confetti cannons, etc, (props) will be collected by us within 48 hours of the function from the venue. Full responsibility for the value of the items detailed in the order is accepted by the customer until collected.
- 28 Supplied balloon cannons or exploder kits must be discharged by the customer or his/her agent.
- 29 Balloon cannons or exploder kits must not be discharged where they might injure a person.
- 30 Where balloon cannons or exploder kits are to be used at a venue, full responsibility for the discharge of the balloon cannons or exploder kits is accepted by the customer and no responsibility will be accepted by the company unless due to malfunction.

CHAIR COVER AND SASH HIRE

- 31 All chairs should be positioned and ready for the covers.
- 32 A returnable deposit of is required prior to the event, which will be returned after collection and inspection of the covers. This deposit can be accepted in cash or cheque which we will not cash until after the event, and then, only if necessary.
- 33 In the event that the chairs are not ready and if circumstances allow, (eg: we are not subject to time constraints due to other bookings) we will do everything in our power to complete the job in the allocated time, however, if the time allocated is exceeded by non availability of the chairs, or for any other reason outside our control, then a charge of £20 per hour or part thereof per person attending, will be charged to the customer.
- 34 We will not unstack chairs or set out chairs or remove chair covers that have been supplied by another company.
- 35 Once setup, the chair covers must not be removed or the chairs stacked.
- 36 Where an arrangement has been made to place items such as, but not limited to, flowers, etc., in the sashes or other locations on the chair, we will only be under an obligation to provide this service if the items are available from 7.30am at the venue. If the agreed items are not available before we finish the order, we will have fulfilled our obligation in full

- 37 Once an order is confirmed, we will, at our own expense, visit the venue before the function to ensure that the seat covers are suitable for the chairs which the venue uses. If our covers are not suitable, we will refund any deposit paid and the order will be cancelled.
- 38 Once we confirm that our covers are suitable for the chairs, it becomes the responsibility of the customer to ensure that the venue does not change the design of the chair prior to the function or use two or more different types of chair.
- 39 In the event that the venue does change the chairs prior to the function and the covers are then unsuitable, we will not be held responsible, however, if this means that we cannot complete the booking, then the booking will be deemed to have been cancelled and number 90 of these Terms and Conditions of Trading will determine the outstanding balance payable.
- 40 Final numbers of covers and sashes are required to be confirmed no later than 14 days prior to the function. Slight adjustments can still be made after this time at the discretion of DumDumDeDum.
- 41 In the event of there being extra chairs at the venue at the time of setup, we will, if possible, include these as part of the booking and invoice the customer for the extra charges as necessary, however, only the confirmed amount will be guaranteed.
- 42 In the event of there being less chairs than confirmed, no refund will be made as we will have brought the correct amount of covers and sashes and allocated the required staff for the confirmed number.
- 43 All chair covers and sashes are laundered as necessary prior to hire, however, whilst every care is taken in the laundering of our hire stock, blemishes may be visible that the cleaning process may not totally remove and it is at our discretion as to whether the covers are in a useable condition prior to delivery
- 44 In the event that the chair covers and sashes are not available for collection, a charge of £2 per day will be charged for the covers and 50p for the sashes, until the items are either returned or made available for collection or deemed to be missing.
- 45 Chair covers Items that are not returned or that are returned in an unusable condition will require full value payment according to the following values: White, black and ivory chair covers with no pattern £12 each; Damask and Satin chair covers £18 each
- 46 Sashes that are not returned or that are returned in an unusable condition will require full value payment according to the following values: Organza sashes £4.50 each; Satin sashes £7.50 each
- 47 Standard laundering of supplied items is included in our prices. Stains resulting from accidental spillage of food and/or drinks and marks made at the bottom of chair covers from shoes are considered standard acceptable stains, however, any damage that is perceived to have been caused purposefully or resulting from a person or persons standing on the covers or treating them without due care and attention, resulting in rips, footprints on the seats, ink, candle wax, chewing gum or other stains caused by writing/drawing instruments, or burns, will result in an additional laundering/repair or full replacement charge being charged to the hirer.
- 48 Where there is damage to the equipment hired, the hirer will reimburse DumDumDeDum for the full replacement value, or parts and labour value to repair the damaged item, whichever is appropriate.

CHOCOLATE FOUNTAIN HIRE

- 49 It is the customers responsibility to inform the venue that a chocolate fountain is being supplied and ensure that the venue will allow access to setup the chocolate fountain 60 minutes before the start time
- 50 Once setup, the chocolate fountain cannot be moved.
- 51 It is the customers responsibility to ensure that a suitable table of no less than 6 square foot and a live 240v/13amp power supply and the use thereof, is available for the hire period.
- 52 If the necessary table and/or power supply is not available, thereby preventing the use of the Chocolate Fountain, or if access is not granted to our operators, we will provide the dipping food only, however, no refund will be given.
- 53 The fountain can only be setup within 15 feet of the electrical socket. (We recommend that access to the fountain is from one side to allow our operator to maintain the supply of dips and other items.)
- 54 We reserve the right to refuse service to any person whose condition, in the opinion of the operator, is likely to interfere with, the enjoyment of the service by other participants.
- 55 In the event that the operator at the venue considers that there is risk, either to themselves or the chocolate fountain, we reserve the right to dismantle the chocolate fountain and leave the premises. No refund will be considered in these circumstances.

- 56 The quantities of dipping items provided may be dependent on accurate guest numbers being advised by the hirer and if these numbers are incorrect, no liability will be accepted for any decision to shorten the dipping time due to non availability of dipping items.
- 57 The hirer agrees to be responsible for any claim against DumDumDeDum for chocolate spillage on any item of clothing, furniture, carpet or any other item, caused by others attending the function.
- 58 In the event that a particular dipping food is not available when expected or is of unsatisfactory quality, we reserve the right to provide an alternative product.
- 59 Additional operator time over and above the agreed service time will be charged at £30 per hour or part thereof.
- 60 In the event that the chocolate fountain fails to cascade as a fountain, but the heated chocolate is still available for dipping, then 25% of the total paid will be refunded.
- 61 In the event that the chocolate fountain fails completely, then the full amount paid by the customer will be refunded
- 62 Both the chocolate and dipping items supplied may contain traces of nuts

LIGHT CURTAIN HIRE

- 63 It is the customers responsibility to ensure that the height of the roof where the light curtains are to be placed exceeds 8 foot 6 inches or approximately 2.65m to allow the placement of the curtains. If there is insufficient height to allow the light curtains to be placed at the required location, we will attempt to place them elsewhere in the room at our discretion, however, no refund will be given if we are unable to place them in the room due to the height being less than shown.
- 64 Light curtains are single sided only and are not possible to walk through when assembled.
- 65 Once setup, the Light Curtains must not be moved. If they are moved, a charge of £15 per curtain will be charged for untangling the wires.
- 66 The total number of items delivered to the function must be available for collection from the venue the following day or at a time agreed in advance.
- 67 In the event that items are not available for collection the following working day, a charge of £85 per 2m wide panel per day will be charged until the items are either returned or made available for collection or deemed to be missing.
- 68 Items that are not returned or that are returned in an unusable condition or are deemed to be missing will require full value replacement payment according to the following values: £420 per two metres of curtain supplied. This figure includes all electrics, stands, lights, curtains, etc..
- 69 Due to the heavy nature of the light curtain structure and for health and safety reasons, we cannot attempt to transport or assemble the curtains if members of the public are in the surrounding area.
- 70 If for any reason, our staff consider a job to be unsafe to start due to members of the public being in close proximity to the job, and no immediate solution can be found, then we will have fulfilled our duties and no refund will be made.

PRINTING

- 71 Designs, colours and sizes may vary slightly
- 72 We will provide proofs of all proposed printing prior to commencement of the printing, which, when signed as correct, or confirmed as correct by email or other communication medium, cannot be changed unless agreed in writing by the company and which may incur an additional typesetting charge.
- 73 Where corrections only involve spelling, we will go straight to print after corrections have been done, therefore, we will not be held responsible for any errors subsequently printed but uncorrected prior to printing.
- 74 Where internet proofs are offered, they will usually be posted online within two working days in pdf format
- 75 Paper proofs (if required) will usually be dispatched by first class post within two working days of confirmation of wording.
- 76 It is the responsibility of the customer to obtain copyright permission for the use of hymns, readings, wordings, or any other material to be printed by us on behalf of the customer.
- 77 Please allow up to 21 days for delivery from approval of the proofs.

- 78 If your order is urgent, please inform us by e-mail or telephone and we will give a guaranteed dispatch date for you order.
- 79 Orders will be delivered by courier (Monday - Saturday)
- 80 A signature will be required on delivery so please ensure that you supply us with a delivery address where a signature can be obtained. If you are not available when delivery is attempted, our couriers will leave a card informing you how to obtain the order from them.
- 81 If our couriers have to leave a card informing you how to obtain the order from them, all obligations regarding delivery of the goods will have been fulfilled by the company and it will be the customers responsibility to arrange the redelivery (if available) or collection of the goods at their expense.
- 82 If you are not entirely satisfied with your order, you may return the goods at your own expense within seven working days of delivery for a full refund.
- 83 Personalised items or items made or prepared to your specific requirements cannot be refunded, however, any faulty or damaged goods will be replaced or refunded at our expense within 10 working days.
- 84 Returned goods must be received in perfect condition and in the original undamaged packaging.
- 85 You will be responsible for the cost of returning the goods to us. Goods dispatched by us require signature and we also require returned goods to be sent to us requiring signature. A Certificate of Posting will not be accepted as proof of delivery to us.
- 86 An order subsequently cancelled will be subject to charges for work already carried out and any deposit paid will be forfeited.

GENERAL

- 87 A minimum deposit of £100.00 (or full payment if less than £100) is required when confirming an order (unless a standing order has been set-up or other arrangements have been agreed in writing), which is non-refundable, except in circumstances necessitating the booking having to be cancelled by us.
- 88 If a standing order has been set up, then the first £100 paid will be considered to be the initial deposit as shown in 87 above, and shall be non-refundable, except in circumstances necessitating the booking having to be cancelled by us.
- 89 Unless account facilities have been approved and confirmed by us in writing, full payment must be made before any delivery of goods or services, either by cheque (minimum 14 days or more before the event) or by cash.
- 90 We can only accept cancellations by recorded or special delivery post to: Unit 1 Agnes Street Industrial Estate, Belfast BT13 1GB. This is to ensure that cancellations are genuine and that we have written confirmation. *Once we receive your cancellation, we will write back to confirm same.*
- 91 In the event that this booking is cancelled by the customer, then the following will apply. If the booking is cancelled;
- 12 months or more before the event, then you will lose your deposit of £100;
 - 11 - 12 months before the event, then you will lose your deposit plus 1/12 of the remainder of the agreed price will be payable;
 - 10 - 11 months before the event, then you will lose your deposit plus 2/12 of the remainder of the agreed price will be payable;
 - 9 - 10 months before the event, then you will lose your deposit plus 3/12 of the remainder of the agreed price will be payable;
 - 8 - 9 months before the event, then you will lose your deposit plus 4/12 of the remainder of the agreed price will be payable;
 - 7 - 8 months before the event, then you will lose your deposit plus 5/12 of the remainder of the agreed price will be payable;
 - 6 - 7 months before the event, then you will lose your deposit plus 6/12 of the remainder of the agreed price will be payable;
 - 5 - 6 months before the event, then you will lose your deposit plus 7/12 of the remainder of the agreed price will be payable;
 - 4 - 5 months before the event, then you will lose your deposit plus 8/12 of the remainder of the agreed price will be payable;
 - 3 - 4 months before the event, then you will lose your deposit plus 9/12 of the remainder of the agreed price will be payable;
 - 2 - 3 months before the event, then you will lose your deposit plus 10/12 of the remainder of the agreed price will be payable;
 - 2 months or less before the event, then you will lose your deposit plus 11/12 of the remainder of the agreed price will be payable.

This is due to the fact bookings are normally made well in advance of the date and that we may have been unable to accept further bookings for the date, due to the time allocated for delivery, setup, service and take down of the equipment shown on this order.

- 92 If the order has to be cancelled by DumDumDeDum, we will initially notify the customer by telephone and then confirm by recorded or special delivery to the address on the order.
- 93 In the event that this order has to be cancelled by us, at any time, then a full refund of all monies paid by the customer will be refunded.
- 94 No liability will be accepted for loss of use, or any consequence arising out of failure to deliver all or any part of the

goods.

- 95 If the outstanding balance is not paid by the date due, we will regard the booking as cancelled and number 90 of these Terms and Conditions will determine the outstanding balance (if any) payable.
- 96 If we receive an unpaid cheque or standing order payment from the customer, then an administration charge of £10 + any bank charges will be charged
- 97 Although this order may be changed at a later date on the request of the customer and at the discretion of DumDumDeDum, the total amount can only be decreased by a maximum of 10% of the total value. This is due to the fact that we may have been able to accept further bookings if the amount of time allocated to your booking was originally less than that shown on the booking confirmation.
- 98 In the event of circumstances outside our control preventing us from supplying goods or services, then the maximum amount of liability will be limited to the amount paid by the customer to the company.
- 99 It is the customers responsibility to ensure that the venue will allow items listed on the order.
- 100 If the venue refuses access or refuses to allow all or certain items which may be listed on the order, we will not accept liability and no refund will be given.
- 101 We cannot be held responsible for delays due to reasonably unforeseen traffic problems, extreme weather conditions, terrorism or acts of God.
- 102 During the continuance of the Agreement, any items hired to the customer remain the property of DumDumDeDum at all times and the hirer shall not sell or offer for sale, assign, mortgage, pledge, lend or otherwise deal with the equipment and shall take all reasonable precautions to safeguard the equipment
- 103 Where damage to the equipment hired is caused; the hirer will reimburse DumDumDeDum for the full replacement value, or parts and labour value of the damaged item, whichever is appropriate.
- 104 It is the responsibility of the customer to ensure that any necessary public liability insurance is obtained, prior to the use of any supplied goods, such as, but not limited to, balloon exploder kits, confetti cannons, candelabras, candles, first dance balloons, etc..
- 105 The customer accepts that photographs of the completed order may be taken for publicity purposes and that any photographs taken may include people using the goods or services supplied
- 106 Any photographs used by DumDumDeDum after the event which may show persons attending or connected to the function, may be removed or modified on request by the customer at the discretion of DumDumDeDum
- 107 Any details provided by the customer as part of the order shown overleaf will be added to our customer database for the purposes of mailing further information on the services provided by DumDumDeDum, unless the customer has opted out of database inclusion.
- 108 A thirty one day cooling off period is applicable to this contract from the date we receive your deposit, during which time, for whatever reason, you may cancel this contract without penalty and receive a full refund of any monies paid.
- 109 Telephone calls to DumDumDeDum are recorded for legal business purposes which include training, monitoring and verification purposes.
- 110 We routinely video record the delivery and/or collection of all hired and/or purchased items, such as, but not limited to; balloons, chair covers and sashes, light curtains, chocolate fountain bookings, ice sculptures, centrepieces etc., for the purposes of verifying that the goods and/or services were supplied and/or available for collection after use.
- 111 The customer accepts that these Terms and Conditions of Trading can be updated at any time as circumstances and/or products dictate and the company will be under no obligation to notify the customer of any changes made, however, current Terms and Conditions of Trading will always be displayed at Unit 1, Agnes Street Industrial Estate, Belfast, BT13 1GB and are always available on request.
- 112 The Terms and Conditions of Trading current at the time of supply or fulfilment of the order will be those deemed to be in force on the date that any dispute may occur.
- 113 Each of the Clauses of these Terms and Conditions of Trading shall be construed separately and independently of each other, and the invalidity of any one part shall affect not the validity of any other part.
- 114 This agreement shall be governed by the laws of the United Kingdom and you agree to submit to the exclusive jurisdiction of the United Kingdom courts.
- 115 All rights reserved.

116 These Terms and Conditions of Trading do not affect your statutory rights as a consumer.