

07446168631

Melolivia.Flowers@hotmail.com

www.MeloliviaFlowers.co.uk

**TERMS AND CONDITIONS OF HIRE**

When you place an order with us either verbally, by phone, internet or by any other method of communication constitutes that you have read, understood and upon signing this contract you will be bound by the following terms and conditions of hire. No alteration or substitution to these terms and conditions shall be valid unless agreed in writing by a representative of Melolivia Flowers.

**ACCEPTANCE OF CONDITIONS**

 The customer’s acceptance of goods on hire implies acceptance by signing and agreeing to our conditions of hire as given below.

**GENERAL**

The ‘Company’ or ‘us’ is MELOLIVIA FLOWERS. Trading as MELOLIVIA FLOWERS. The ‘HIRER’ is any person or Company who hires or has agreed to hire ‘Goods’ from the Company.

‘Goods’ ‘item/s’ or ‘equipment’ means goods provided by the company in accordance with the Company’s standard Terms and Conditions of hire.

Hire period covers up to 48hrs. If the hired items are needed for re-hire the following day, we reserve the right to collect hired items after midnight following your event. This allows us to clean and prepare the items for our next customers. If this is required, we will discuss this with you prior to delivery but the final decision lies with us. If any decorations are attached to our items, we reserve the right to remove them to the best of our ability and leave them at the venue. For instance, flowers will be removed from our vases.

Late charges may apply if the items are not ready for collection at the time agreed.

Items must be checked/signed for upon delivery by the hirer. If the hirer is unavailable a representative can be appointed, of which they will be responsible on your behalf for any discrepancies. Items will be checked upon collection and any damage will be highlighted to the hirer and/or the appointed representatives.

In adverse weather conditions, any outdoor hired items must be kept sheltered from the elements.

**RETENTION OF TITLE**

All goods remain the absolute property of Melolivia Flowers. The hirer agrees not to sell, offer to sell, assign charge, pledge or underlet, lend or deal with the products unless agreed otherwise with the company.

**BOOKING**

A £15 non-refundable deposit is required to secure your date. This will be deducted from your overall balance. Booking will be confirmed in writing once initial deposit is paid. This confirmation will be sent either by email or other preferred electronic means. An additional security deposit will be required before delivery/collection of goods. (See deposits section)

**DELIVERY/COLLECTION**

We offer free delivery and collection within 20 miles radius of our premises in East Leake, Loughborough. Any distance greater than 20 miles will be charged at £0.45 per mile thereafter. Free delivery is subject to a minimum order value of £50. Full balance and security deposit will be required 4 weeks prior to delivery date.

**MINIMUM ORDER VALUE**

Within reason we do not have a minimum spend requirements.

**SECURITY DEPOSITS**

A security deposit must be provided to ensure the safe and prompt return of the hired items. The sum of money is dependent of the value of the goods being supplied. We reserve the right to deduct costs from the security deposit to repair or replace missing/damaged items. This action will not be taken without prior discussion with the hirer. Substitute items will not be accepted and all damaged items remain the property of Melolivia Flowers and should therefore be returned.

**PAYMENTS**

The full invoice balance plus security deposit must be paid no later than 4 weeks prior to the delivery date. If this payment is not received within this allocated time, we reserve the right to withdraw our acceptance of the order.

 If you would like to extend the hire of the items please contact us prior to delivery to check availability and costs for extended hire. We cannot guarantee the extended availability of the items.

All payments can be made using PayPal (fees apply of 3.4%), BACS payment, cash or cleared cheque.

If items are returned unused, we are unable to issue refunds or credits.

**CANCELLATION**

If for any reason you should wish to cancel your order please contact us straight away.

You will incur a cancellation charge depending on the notice period of cancellation.

Prior to 4 weeks before delivery date – No cancellation charge (The £15 fee to secure the date is non-refundable)

Less than 4 weeks before delivery date – 50% of full invoice balance will be retained.

Less than 7 days before delivery date – 100% of full invoice balance will be retained.

**GUARANTEES**

We will guarantee at the time of delivery that the goods will be of satisfactory quality. If any items are damaged in transit, we reserve the right to choose an appropriate replacement. If no replacement is available you will be offered a refund for that item only.

We will make every effort to deliver your hired items promptly at the specified times as stated in the rental agreement. If however this cannot happen due to unforeseen circumstances we will contact you to arrange an alternative time. We cannot accept responsibility for timely delivery or cancellation due to adverse weather conditions that may not allow us to reach the delivery address safely.

**LIABILITIES**

Under no circumstances shall our liability to you exceed the invoice value of the contract.

Melolivia Flowers and representatives shall be relived of all liability for obligations incurred to the Hirer and any other third party.

Melolivia Flowers do not permit the use of naked flames with any of our hire items. LED and flameless candle substitutes are recommended..

Flameless candles and LED lights can be supplied upon request.

**LAW**

These terms 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 by telephoning; 07446168631 or made in writing to Melolivia Flowers, 48 Jackson Crescent, East Leake, Loughborough LE12 6AH

**PRIVACY POLICY**

Melolivia Flowers treats any personal information you provide in accordance with the provisions of the data protection act of 1998. The information you supply will only be used in connection with the services provided

We do not sell, trade or rent your information to third parties.