

## **Terms & Conditions**

### **Hire Items**

The hire period for all items from Ruby Tuesday Events will be agreed at the time of booking and will be dependent on the day/date of the event. Any extension to the hire period must be agreed by Ruby Tuesday Events and the customer will be charged extra at a pro rata rate. Please ask for a quotation for longer periods of hire.

The goods shall at all times remain the property of Ruby Tuesday Events. The customer is solely accountable for the goods during the period of hire, from the time the goods are delivered by Ruby Tuesday Events until the goods are collected and accepted back into the possession of Ruby Tuesday Events.

### **Delivery and Collection**

Ruby Tuesday Events will deliver to you or your venue, usually on the day of your event. Delivery is charged at £0.50 per mile travelled plus travel time for each person required and this based on a minimum order of £100.00. For orders of less than £100.00 a higher delivery charge will be applicable each way. The customer is able to collect and deliver the goods to avoid any delivery charge - this must be arranged upon booking. Mileage will be calculated on the total journey from our depot point, to the venue and back to the depot again for each required journey.

When the goods are delivered to the customer or venue, the customer is responsible for inspecting the goods to confirm that they are in good condition. In the event of any shortage or damage, the customer shall note this at the time of collection or delivery. If the customer fails to do this, the goods will be deemed to have been collected/delivered in a clean and undamaged condition. If there is no one available to check the items, again the items will be deemed to have been collected/delivered in a clean and undamaged condition.

When Ruby Tuesday Events collects the items, everything should be safely packed in any boxes/packaging provided and should be ready to load onto our vehicle. If Ruby's Tea Party feels that the items are not safe for transit and has to re-pack the items, this will incur additional charges based on the work involved.

### **Styling & Set Up Service**

Ruby Tuesday Events will set up items provided by the client and/or other suppliers, but this must be agreed in advance. Any items not agreed in advance will not be part of the bespoke package and may not be set up on the day of the event.

The set up service does not include the dismantling or packing away of any items after the event. This must be organised by the client and items must be packed away and ready for Ruby Tuesday Events to collect at the agreed time.

All items that are required to be set up by Ruby Tuesday Events must be agreed in advance. Any items not mentioned in advance may not be set up on the day or may incur an extra charge.

Items provided by the client must be delivered to Ruby Tuesday Events or the venue on a date agreed in advance by both parties, usually a day or two before the event. Items must be packaged ready to be transported and labelled adequately. All items must be supplied ready to be placed at the venue. All original wrapping and labels must be removed before being handed over to Ruby Tuesday Events. If tags and wrapping haven't been removed an additional fee will be charged for removing these or they may just be placed with tags and wrapping still attached. Items are transported in a van used to transport floral arrangements and therefore all items must be packaged and protected adequately in order to arrive at the venue clean and in tact.

The set up service does not include the storage, transport or handling of cakes but does include dressing with cake toppers and similar. No liability will be accepted in case of any damage to the cake.

The set up service does not include lighting of any candles.

The set up service does not include any part of clearing away or removal of items from the venue.

### **Hire of Items from a Third Party**

Where items are hired by Ruby Tuesday Events on behalf of the client from a third party additional terms and conditions may apply. The client remains responsible for the items during the hire period and is liable for any damage or loss during the hire period.

### **Fresh Flowers**

Ruby Tuesday Events will provide fresh flowers at a suitable quality for the event as agreed in advance. Due to the nature of sourcing a natural product in time for an event, it is not always possible to guarantee the availability of specific flowers. It is not possible to guarantee specific colours and quality may vary slightly depending on season and availability. Ruby Tuesday Events reserves the right to substitute flowers, foliage and sundries for a suitable alternative as required. No refunds will be given due to not being able to provide exact varieties of fresh flowers or plants. Flower prices are expected to rise as the UK exits the European Union. Due to this, Ruby Tuesday Events can not guarantee to honour prices quoted in advance for specific flowers, arrangements or designs agreed more than 3

months in advance. Ruby Tuesday Events will discuss any significant price increases in advance with the client. The Covid-19 crisis is also expected to affect an increase in fresh flower prices and this price rise will need to be passed onto the client. This will be reviewed once large scale events are permitted again and then periodically after that until the situation is clear.

### **Consultations & Communication**

Face to face consultations are not always necessary. Once a booking is confirmed then face to face consultations are subject to availability and will incur an additional charge for time and work involved. A face to face consultation may be offered free of charge prior to booking in order to gather the required information to produce a proposal, however, this process can also be done via email and over the phone. In some cases, a consultation fee may be charged for a face to face meeting prior to booking, especially if a considerable design input is required from Ruby Tuesday Events. Our preferred method of communication is via email so that we can keep a written record of all information.

### **Confirming a Provisional Booking**

Once an event agreement is issued your provisional booking will be held for a period of two weeks. Within this time a signed copy of the agreement must be returned to Ruby Tuesday Events along with an initial payment to the amount stated on the agreement. This booking fee is non-transferable and non-refundable. After two weeks if the booking fee has not been paid and the signed agreement received then your booking may be released.

If the booking form is signed without the booking fee being paid it is understood that the terms and conditions are accepted and the client is confirming the booking. If the booking fee or full balance is paid in the absence of a signed booking form or event agreement, it is understood that the terms and conditions are accepted and that the details on the booking form are correct.

### **Peak Dates:**

A minimum spend of £750.00 may apply to peak dates including but not limited to weekends in June/July/August, Bank Holiday Weekends, Easter, Christmas and New Year. This will be explained upon booking. If the client requires a set up service only on a peak date, a surcharge may apply; this will also be explained upon booking.

### **Changes to the Order**

It is understood that the number of items may change due to final numbers of the event being confirmed near to the event date. Any changes must be made no later than one month before the event.

Ruby Tuesday Events accepts that these changes may occur and will accept a decrease of each item by a maximum of 15% of the original order. Items that are not dependant on the number of guests can not be reduced. Once items are agreed on the booking form it is not possible to remove them entirely. Changes to the style or colour is at the discretion of the company.

Any changes made less than a month before the event or any reduction greater than 15% of any individual item items will incur the full charge as agreed on the signed booking form.

Items hired from a third party, set up and travel costs will not be included when calculating the 15% allowance.

Where a redesign of floral arrangements is required due to the client changing their mind on particular items, a fee will be charged based on the work and time required.

### **Mileage**

Mileage is charged at £0.5 per mile travelled including site visits, collection of items and any other journey relating specifically to your event. A charge will also be made for the time taken to travel at £15.00 per hour per person.

### **Terms of Payment**

A non-refundable, non-transferable initial payment/booking fee will be required to secure your order at the point of booking. This secures all the items and services you have specified on your order along with the date. We will thoroughly discuss your requirements with you prior to booking so that you only need to book items that you need. 6 months prior to the event a total of 50% of the full amount must be paid. E.g. if your total booking value is £1000.00, a total of £500.00 must be paid 6 months prior to the event. This percentage includes the booking fee already paid. 3 months prior to the event a further 25% of the total payable must be paid and the final balance must be paid one calendar month prior to the event. Failure to make any of these payments on time may be considered as a cancellation by the customer or it may incur an additional late payment fee of up to 5% of the total payable for each week that the payment is late.

A refundable damage deposit will also be required when paying the final balance and will be returned once your hire order has been returned and checked for any damage or loss of items. You will be informed within 4 working days if there is any damage/missing items to your order. Shortages and or damage to the hired goods will be charged at the

prices below and deducted accordingly from the damage deposit. If you break/damage more items than the damage deposit covers, you will be billed for any extra costs and this will be paid within 5 working days. Damage deposits will be returned within 10 working days, either in full or deducted accordingly to any breakages or items damaged. Please note that this includes the bubble wrap packaging and the storage boxes that items are delivered in.

We kindly ask you to ask your venue/caterer, that if they break any items that they keep the broken items so that Ruby Tuesday Events can identify what is missing from your order.

### **Cancellation**

If the customer wishes to cancel the booking, this must be notified to Ruby Tuesday Events in writing. The customer will lose their booking fee and any other payment made according to the payment schedule. Upon receiving cancellation in writing from the client, Ruby Tuesday Events will notify the client of any outstanding charges which are required to be paid within 7 days. Failure to make scheduled payments on time as agreed on the booking form or event agreement may be considered as a cancellation and the stated cancellation charges will apply. Failure to make cancellation payments

If booking is cancelled by the hirer, the following charges will apply;

<b>Notice given prior to event date</b>	<b>Charge</b>
91 days or more	50%
31 – 90 days	75%
Less than 31 days	100%

(The booking fee paid to confirm your booking in non-refundable and non-transferable and covers for the work done in order to secure your booking in the first instance including any consultation, proposals and costings and all communications)

*We strongly recommend taking out wedding insurance to cover any costs in the event that you may need to cancel. It is company policy to pursue outstanding fees via small claims court.*

### **Liability**

Ruby Tuesday Events shall not be responsible for any injury or damage to persons or property arising from the goods supplied, however caused.

Ruby Tuesday Events' liability is limited to the total value of the contract agreed and no more.

Ruby Tuesday Events shall not be liable for any breach of copyrights, trademarks or rights of privacy or publicity relating to materials supplied by the Customer.

Ruby Tuesday Events shall not be liable for any loss or damage caused to any third party arising out of any work carried out by the Company for the Customer.

Ruby Tuesday Events will not be held responsible for loss or damage caused as a result of a third party or environmental issues associated with the venue.

Where candles are incorporated within the design, i.e. table centre candelabra, it is the customer's responsibility to agree with the venue provider whether the venue and the proposed location of the piece deem it safe within their health and safety policy for the candles to be lit. The Company will supply good quality, drip proof candles in secure holders but cannot be held responsible should the provider of the venue deem it unsafe, at the time, for them to be lit.

### **Professional Images**

The client agrees to share professional images and videos with Ruby Tuesday Events with the intention of sharing them on social media platforms, our own website and as reference images to promote our services and provide inspiration to future clients. Ruby Tuesday Events will credit all other suppliers as required.

### **Safe Working Environment**

Ruby Tuesday Events reserve the right to refuse to attend or leave any venue or event space that they feel does not meet current health and safety regulations. This also applies if any representative of Ruby Tuesday Events does not feel safe in the working environment due to the venue, venue staff, other suppliers or guests at the event.

Ruby Tuesday Events reserves the right to add a clause relating to Pandemics within the near future. Ruby Tuesday Events reserves the right to supplement and/or amend these terms and conditions from time to time.