



# THE CEDARS EVENTS

## Terms & Conditions

*Event décor, balloon styling, prop hire and personalised event services*

Customer Terms • England & Wales

|                           |                                                                            |
|---------------------------|----------------------------------------------------------------------------|
| Legal entity              | The Cedars Events LTD                                                      |
| Trading name              | The Cedars Events                                                          |
| Registered company number | 17004814                                                                   |
| Website                   | <a href="http://www.thecedarsevents.co.uk">www.thecedarsevents.co.uk</a>   |
| Email                     | <a href="mailto:info@thecedarsevents.co.uk">info@thecedarsevents.co.uk</a> |
| Telephone                 | +44 7784 069646                                                            |

### Important: how these terms work

- These Terms & Conditions form part of the contract between The Cedars Events (“we”, “us”, “our”) and the person or organisation making the booking (“you”, “your”, “Customer”).
- Your quotation, invoice, booking form and any written agreed changes are part of the same contract. If there is a direct conflict, a specific written term in your quotation takes priority over these general terms.
- Nothing in these terms removes or reduces any legal rights that a consumer cannot lawfully waive.

## Customer summary

- Your event date is reserved only when we confirm the booking and receive the required booking deposit.
- Final payment is due on the date stated in your quotation or invoice; if no date is stated, it is due 14 days before the event.
- Hired items remain our property and must not be moved, altered, climbed on or used other than as intended.
- Outdoor balloon décor is weather-sensitive. Heat, cold, rain, wind, sunlight and humidity can change balloon appearance and lifespan, and we may change or refuse an unsafe outdoor installation.
- Professional balloon-shine products may be used. These can transfer residue and may make smooth floors or surfaces slippery if overspray or contact occurs. Venue permission and safe placement are required.
- Children and pets must be supervised around balloons, weights, cords, electrical items, frames and décor. Helium must never be inhaled.

If you cancel, any amount retained or charged will be limited to our reasonable losses and costs, subject to your statutory rights.

## Acceptance of Terms & Conditions

**By paying the booking deposit or any other payment towards your event, you confirm that you have read, understood and agreed to be bound by The Cedars Events' Terms & Conditions in full.**

## 1. Definitions and scope

“Services” means the event décor, balloon styling, installation, delivery, collection, design, personalisation and related services described in your quotation. “Hire Items” means any item supplied for temporary use and required to be returned, including frames, shimmer walls, sailboards, plinths, easels, signage stands, LED numbers or letters, lighting, weights, bases and other props. “Event” means the event identified in the quotation or booking confirmation.

These terms apply to private and corporate bookings unless a written agreement says otherwise.

## 2. Quotations, prices and booking

Quotations are based on the information available when issued and remain open for the period stated on the quotation. Prices may change if the scope, venue, timings, quantities, access requirements, materials or delivery arrangements change.

A booking is not confirmed until we have issued written confirmation and received the booking deposit shown on the quotation or invoice. The booking deposit will commonly be between 25% and 50% of the booking value, but the exact amount stated in your quotation applies. The booking deposit is non-refundable once the booking is confirmed, except where required by law or where The Cedars Events is unable to fulfil the booking. Until confirmation and payment, dates and stock remain available to other customers.

The booking deposit forms part of the total contract price unless expressly described as a separate security deposit. It is not automatically treated as non-refundable: cancellation amounts are dealt with under clause 7 and applicable law.

Where a minimum spend applies, it will be stated clearly in the quotation. Consumer prices will include mandatory taxes and charges that can reasonably be calculated in advance; any variable delivery, parking, venue or access costs will be explained as clearly as practicable.

- Delivery, set-up, collection, parking, tolls, congestion/clean-air charges, difficult access, waiting time, stairs, extended installation time or venue-mandated labour may be charged where stated or where reasonably incurred because of information not supplied at quotation stage.
- Any promotional price applies only to the exact scope and booking conditions stated in the promotion. Gift vouchers, where accepted, are also subject to the voucher terms issued with them.

## 3. Customer information and approvals

You must provide complete and accurate event information, including venue, date, access times, finish/collection times, contact details, ceiling heights where relevant, restrictions on fixing or attaching décor, loading/parking arrangements and any venue rules that affect our work.

You are responsible for checking and approving names, dates, ages, wording, logos, spellings, colours and other personalised details before production. We are not responsible for errors that appear in information or artwork you approved, unless we introduced the error after approval.

Inspiration photographs are used as guidance only. We do not guarantee an exact copy of another supplier's work or a photograph because stock, lighting, venue proportions, balloon batches and handmade styling naturally vary.

## 4. Design, colours and substitutions

Balloon décor and event styling are handmade creative services. Minor variations in size, shape, placement, colour tone, spacing and finish are normal and are not defects.

Balloon and material colours can appear different in photographs, on screens and under venue lighting. Exact colour matching cannot be guaranteed unless expressly agreed in writing.

If a material, balloon shade, flower, prop or component becomes unavailable or unsuitable, we may substitute a reasonably similar alternative of comparable quality and value. We will seek approval for material design changes where reasonably practicable.

## 5. Payments and security deposits

The outstanding event balance is due on the date stated in your quotation or invoice. If no different date is stated, the balance is due no later than 14 days before the Event. We may suspend preparation, refuse delivery or treat the booking as cancelled if payment remains overdue after reasonable notice.

A separate refundable Hire Item security deposit may be required in the amount stated in your quotation. It is security for loss, damage, stains, wax, burns, excessive cleaning, missing components, unauthorised movement or late/non-return of Hire Items and is not part of the event price.

We will return any undisputed balance of the security deposit to the original payment method after collection and inspection, normally within a reasonable period. If deductions are required, we will provide a reasonable explanation of the amount claimed. Our right to recover proven loss is not limited to the value of the security deposit where the loss exceeds it.

## 6. Changes requested by you

Requested changes are subject to availability, safety, lead time and additional cost. A change is binding only when confirmed by us in writing.

Once the event design, colour scheme, theme or agreed styling has been confirmed, any subsequent changes requested by the customer will incur an additional **£50 design and administration charge**, plus the cost of any new, replacement or additional materials required.

Any materials already purchased specifically for the original agreed design remain chargeable. All changes are subject to availability and sufficient notice, and The Cedars Events cannot guarantee that late changes can be accommodated.

Changes made after materials have been ordered, personalised work has started or staff/transport have been committed may result in additional charges reflecting the extra work and unrecoverable cost.

We may set a final design/quantity deadline. Requests after that deadline will be accommodated only where reasonably practicable.

## 7. Customer cancellation

You may cancel by giving us clear written notice. The date we receive the notice is the cancellation date.

If you cancel, we may retain or charge only amounts that are reasonable in the circumstances, taking into account work already performed, personalised or non-returnable materials, committed third-party costs, administration, the proximity of the Event and the net loss caused by keeping the date unavailable. We will take reasonable steps to reduce avoidable losses, including taking account of any genuine replacement booking for the same resources/date.

Where payments already made exceed our reasonable cancellation loss, the balance will be refunded. Where our reasonable loss exceeds payments already made, you may be required to pay the shortfall.

## 8. Rescheduling or postponement

A request to move the Event to another date is treated as a request to vary the contract, not an automatic right. We will try to accommodate a new date, but this depends on availability of staff, Hire Items and suppliers.

Reasonable costs already incurred or caused by the change may be payable, including replacement personalised items, storage, supplier charges or extra travel. If we cannot accommodate the proposed new date, the original booking may need to be cancelled under clause 7.

## 9. Our cancellation or inability to perform

If we cancel for reasons within our control and cannot provide a reasonable alternative, we will refund amounts paid for the affected Services. This does not affect any further rights you may have under law.

We may stop, postpone, modify or refuse an installation where continuing would create an unreasonable safety risk, breach venue rules, damage property, expose staff to abusive/threatening behaviour, or require unsafe access or working conditions. Where the problem is caused by information, instructions, conditions or conduct for which you or the venue are responsible, reasonable wasted costs may remain payable.

## 10. Statutory cancellation rights for consumers

Where you are a consumer booking at a distance or away from our business premises, statutory cancellation rights may apply under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. There are exceptions, including certain clearly personalised goods and certain services related to leisure activities where the contract provides for a specific date or period of performance.

If a statutory cancellation right applies, it takes priority over any inconsistent contractual cancellation term. If you expressly ask us to begin a cancellable service during a statutory cancellation period, you may have to pay a proportionate amount for work completed before cancellation, as permitted by law.

Nothing in these terms affects rights under the Consumer Rights Act 2015 or other rights that cannot legally be excluded.

## 11. Venue permission, access and working conditions

You are responsible for obtaining permission from the venue or property owner for our attendance, delivery, installation, fixing methods, power use, balloon-shine treatment, collection and any other required activity. Any venue forms, risk assessments, certificates, insurance requirements or method statements must be requested from us with reasonable notice.

You must ensure safe, timely access to the agreed installation area. The area should be clear of guests, furniture and obstacles unless agreed otherwise. Delays outside our control may reduce installation time or result in waiting/overtime charges where reasonably incurred.

We may refuse to attach décor to walls, ceilings, fixtures, fire equipment, fragile surfaces or structures that we consider unsuitable. We will not obstruct fire exits, alarms, sprinklers or emergency equipment.

## 12. Fixings, surfaces and property

We use reasonable care when installing décor. However, adhesive products, hooks, tapes, ties, weights and temporary fixings can react differently with paint, wallpaper, plaster, glass, timber and other finishes. You must tell us about fragile, newly painted, specialist or restricted surfaces before installation.

We will not be responsible for pre-existing damage or for damage caused by a venue-required fixing method, an unsuitable surface that was not disclosed, or unauthorized movement/removal by the customer, venue staff or guests. This does not exclude liability where damage is caused by our negligence.

Only our team, or a person expressly authorised by us, should move structural displays or Hire Items after installation.

## 13. Hire Items and props

Hire Items remain our property at all times. You receive a temporary right to use them only for the agreed Event and venue.

You must take reasonable care of Hire Items and prevent climbing, sitting, leaning, hanging items from them, unauthorized relocation, outdoor exposure not agreed in advance, tampering with wiring, or use for any purpose for which the item was not designed.

You are responsible for loss or damage caused by you, your guests, venue staff or other suppliers while Hire Items are in your control, except for fair wear and tear or where we are responsible. Reasonable repair, cleaning or replacement costs may be deducted from the security deposit or invoiced separately.

Hire Items must be available for collection at the agreed time and location. If access is unavailable, we may charge reasonable additional collection or waiting costs.

## 14. LED numbers, letters, lighting and electrical equipment

Electrical Hire Items must be used only as instructed and connected to a suitable indoor power supply unless they are specifically rated and agreed for outdoor use. You must ensure that power sockets are accessible and that cables can be routed safely.

Do not unplug, dismantle, move, cover, decorate over, expose to liquids, or tamper with electrical equipment. Keep drinks, water sources, smoke machines and open flames away unless the equipment is expressly suitable for the environment.

If we provide an extension lead, it remains part of the Hire Items and must not be altered or overloaded.

## 15. Balloon décor – general characteristics and lifespan

Balloons are temporary decorative products. Their appearance and lifespan depend on balloon type, inflation method, temperature, sunlight, humidity, air movement, handling and the venue environment. We cannot guarantee that every balloon will remain identical throughout an Event.

Latex balloons may naturally oxidise and become matt, cloudy or slightly smaller over time. Foil balloons can expand in heat and contract in cooler temperatures. Occasional popping or deflation can occur even where balloons were installed correctly.

Once the display has been handed over, we are not responsible for deterioration caused by guest handling, venue staff, pets, children, sharp objects, heat sources, air-conditioning vents, doors, direct sunlight, weather or moving the display, except where the cause is our failure to exercise reasonable care and skill.

## 16. Balloon shine, sprays and finishing products

To improve the appearance of latex balloons, we may use professional balloon-shine spray, including silicone-based or other manufacturer-approved finishing products, where appropriate. These products are applied as a decorative finishing treatment in accordance with product instructions and are not intended for food-contact surfaces.

Balloon-shine products can transfer from balloons or overspray onto hands, clothing, fabrics, walls, floors or nearby surfaces. On smooth flooring or other surfaces, residue may create a slip risk. Balloons treated with shine should not be rubbed against floors, seating, table linen, clothing or delicate finishes.

You must tell us before the Event if the venue prohibits sprays/aerosols, silicone products or surface treatments, or if there are sensitive surfaces, food-preparation areas or other restrictions. We may omit shine treatment where we consider it unsuitable or unsafe.

Once shine spray has been applied, it may attract dust, airborne particles and small insects to the balloon surface; this is a natural effect of the product and is outside our control after the display has been completed and handed over.

We will use reasonable care when applying finishing products, including controlling overspray where practicable. If a balloon display is moved or handled after handover, any resulting transfer or residue is outside our control unless caused by our negligence.

## 17. Outdoor balloon and décor installations

Outdoor installations are inherently less predictable than indoor installations. Sunlight, UV exposure, heat, cold, rain, wind, humidity, insects, dust and sudden weather changes can cause balloons to expand, contract, oxidise, fade, stick together, deform, move, deflate or pop and can affect signage, backdrops and other décor.

No specific outdoor lifespan is guaranteed. We may recommend different colours, balloon types, placement, anchoring or design methods to improve safety and durability, and the finished outdoor display may differ from an indoor inspiration image.

You must provide accurate information about whether the area is fully outdoors, covered, exposed to wind, in direct sun, on soft ground or hardstanding, and whether secure anchoring is allowed. You must also obtain venue/landowner permission for stakes, weights, ties or other anchoring methods.

We may postpone, relocate, simplify, remove or refuse any outdoor element if we reasonably believe weather or site conditions make it unsafe or likely to cause property damage. Safety takes priority over the original design.

After handover, you and the venue are responsible for monitoring outdoor displays. If conditions worsen, keep guests away and contact us where practicable. Do not attempt to move a large structure in strong wind.

## 18. Balloon safety, children, pets and allergens

Latex balloons contain natural rubber latex and may be unsuitable for people with latex allergy or sensitivity. You must tell us before booking if you require a latex-free or reduced-latex arrangement; availability and design options may differ.

Uninflated balloons and fragments of burst balloons can present a choking or suffocation risk, particularly to babies and young children. Children must be supervised and broken balloons should be removed promptly. Pets should also be kept from chewing or ingesting balloons, ribbon, weights or décor components.

Helium must never be inhaled. Helium cylinders, if present during installation, are for trained use by us and must not be handled by guests. Foil balloons and metallic ribbon should be kept away from overhead power lines and electrical equipment.

Balloons must be kept away from naked flames, heaters, hot lamps, sharp objects and other hazards. Intentional balloon releases are not part of our service unless specifically lawful and agreed, and we encourage responsible disposal after use.

## 19. Food, cakes, candles, flames, smoke and other suppliers

Unless expressly agreed, our décor is not designed for direct food contact. Food, cakes, candles, sparklers, heating appliances and open flames must be positioned at a safe distance from balloons, fabrics, signage and electrical items.

We are not responsible for the acts or omissions of caterers, venue staff, entertainers, florists, photographers or other suppliers. You must coordinate suppliers so that their equipment, smoke effects, heat, liquids, movement or installations do not interfere with or damage our décor.

## 20. Installation, handover and collection

We will aim to install within the agreed access window. Timings are estimates unless a precise deadline is expressly agreed. We are not responsible for delays caused by venue access, traffic incidents, security procedures, other suppliers, unavailable lifts/loading bays or circumstances beyond our reasonable control, although we will take reasonable steps to minimise disruption.

At handover, you or the venue representative should identify any obvious issue as soon as reasonably possible so we have an opportunity to correct it. Failure to inspect does not remove statutory rights.

Disposable balloons and consumable décor become your responsibility after handover unless collection is included. Hire Items remain ours and will be collected at the agreed time.

## 21. Customer-supplied items and logos

If you ask us to use items, artwork, logos, photographs, signage or equipment supplied by you, you are responsible for ensuring they are accurate, safe, suitable and that you have any necessary permission or intellectual-property rights to use them.

We are not responsible for defects, failures or damage caused by the inherent condition or unsuitability of customer-supplied items, except to the extent that we damage them through our negligence.

## 22. Photography, portfolio and marketing

We may photograph or video the completed décor for quality records and portfolio purposes. If you do not want the décor from your Event used in our public portfolio or social media, tell us in writing before the Event and we will respect that request.

We will not deliberately publish clearly identifiable close-up images of guests, especially children, as marketing content without an appropriate lawful basis or permission. Venue or customer restrictions on photography must be notified to us in advance.

## 23. Personal data and privacy

We use personal information such as names, contact details, event information and payment/booking records to administer enquiries and bookings, perform contracts, meet legal obligations, prevent fraud, resolve disputes and operate our business. Marketing communications will be sent only where permitted by law.

Personal data will be handled in accordance with applicable UK data-protection law and our privacy information. You should avoid sending unnecessary sensitive personal information in booking correspondence.

## 24. Intellectual property and mock-ups

Our original design concepts, mock-ups, layouts, graphics and photographs remain protected by applicable intellectual-property rights. Payment for an Event does not automatically transfer ownership of our underlying design files or templates.

You may use final event photographs for personal purposes and may share our supplied mock-ups privately with your venue or other suppliers for planning. Commercial reproduction, resale or use of our design files to commission an identical installation from another supplier requires our written permission, except where law provides otherwise.

## 25. Third parties and subcontractors

We may use employees, freelancers, delivery partners or specialist subcontractors to perform parts of the Services. We remain responsible for performance of our contractual obligations to you to the extent required by law.

Where a third-party venue or supplier imposes a charge or condition that materially affects the booking after confirmation, we will explain the impact and any reasonable additional cost before proceeding where practicable.

## 26. Events beyond reasonable control

Neither party is responsible for delay or failure caused by an event genuinely beyond its reasonable control, such as severe weather, road closure, widespread transport disruption, fire, flood, major utility failure, government restriction, venue closure or similar event, except for obligations that by law cannot be excluded.

If such an event occurs, we will contact you as soon as reasonably practicable and try to agree a fair solution, which may include changing the design, timing, venue, collection arrangements or rescheduling. Any refund or charge will take account of Services already provided and reasonable, unavoidable costs already incurred, subject to your statutory rights.

## 27. Complaints and problems

Please raise any problem as soon as possible, ideally while we are still on site, so that we have a reasonable opportunity to investigate and put matters right. Complaints after the Event should be sent in writing with photographs or other relevant information where available.

Where the Consumer Rights Act 2015 applies, Services must be performed with reasonable care and skill. Statutory remedies may include repeat performance where possible or an appropriate price reduction. These rights are not restricted by this complaints procedure.

## 28. Liability

Nothing in these terms excludes or restricts liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or restricted.

Subject to the paragraph above, we are responsible for losses that are a foreseeable result of our breach of contract or negligence. We are not responsible for losses caused by matters outside our reasonable control or by your failure to follow these terms, venue rules or reasonable safety instructions.

If you are a consumer, we do not exclude liability for damage to your property caused by our failure to exercise reasonable care and skill. We are not liable for business losses such as loss of profit, revenue or opportunity where you contracted with us wholly as a consumer.

## 29. Business customers

If you book wholly or mainly for purposes relating to your trade, business, craft or profession, consumer-specific statutory protections may not apply. Any limitation or exclusion of liability applicable to a business booking will operate only to the extent permitted by law and, unless a separate written commercial agreement applies, our aggregate liability for ordinary direct loss will not exceed the total price paid or payable for the affected booking. This cap does not apply to liability that cannot legally be limited.

### 30. Behaviour, safety and right to leave site

We operate a zero-tolerance approach to threatening, abusive, discriminatory or unsafe behaviour towards our staff or contractors. We may suspend work or leave the site if we reasonably consider it unsafe to continue. Where the cause is the conduct of you, your guests, venue staff or other suppliers, reasonable wasted costs may remain payable.

You must ensure children, guests and other suppliers do not enter an active installation area unless invited by our team.

### 31. Notices and communications

Important booking communications, approvals, cancellations and changes should be made in writing by email or another written channel we have agreed. You are responsible for checking that the contact details you provide remain current.

We may rely on an approval or instruction sent by the person who made the booking or another contact you have authorised.

### 32. General legal terms

If any provision of these terms is found to be invalid or unenforceable, the remaining provisions will continue to apply so far as legally possible.

A delay in enforcing a right does not mean that right is waived.

These terms and the booking documents contain the agreement between us about the Event, but they do not exclude statements or rights that the law says cannot be excluded.

For bookings in England and Wales, these terms are governed by the law of England and Wales. If you are a consumer resident elsewhere in the UK, any mandatory rights to use the courts of your home jurisdiction are unaffected.

## Acceptance of Terms & Conditions

**By paying the booking deposit or any other payment towards your event, you confirm that you have read, understood and agreed to be bound by The Cedars Events' Terms & Conditions in full.**