

Green Cockatoo Events

Terms and Conditions

Welcome to Green Cockatoo Events (“**we**” “**us**” or “**our**”) Terms and Conditions (the “**Terms**”). The Terms you find below are important as they outline your legal rights and obligations as well as our rights when you use the website, our Equipment and/or Services. These Terms shall apply to all bookings for the hire of Equipment or Services to the exclusion of all other terms and conditions.

Please read these Terms carefully. By paying your non-refundable deposit and confirming your booking with us, you acknowledge you have read these Terms and agree to be bound by them.

We reserve the right to make any amendments or variation to these Terms, our website and our policies (including any special terms and conditions). Should we make any variations, we shall endeavour to notify you in writing as soon as practicable.

We retain all property title and interest in Equipment used by you during your Hire Period.

1. DEFINITIONS

In this document the following words shall have the following meanings:

“**Equipment**” means all hireable or hired items as detailed in your booking invoice, or any other additional equipment used in the organisation or setting of your event;

“**Hire Period**” has the meanings as detailed in Condition 3;

“**Services**” means, if so requested our provision of support in the organisation and performance or your event to the degree agreed which may be varied from time to time;

The “**Site**” means the ground floor of the premises or site specified by you where the Equipment is to be delivered or the Services are required;

“**You**” means the company, firm or person who has booked to hire Equipment or Services.

2. DISCLAIMER

We make no warranty or representation that the use of this website will be uninterrupted or error free or that this site or the server that makes it available are free of viruses or bugs. To avoid any doubt, articles and other information are for general guidance only and should not be specifically relied on without taking advice.

3. HIRE PERIOD

- 3.1. The standard Hire Period for Equipment is 3 days, unless otherwise arranged, such days to be specified to us.
- 3.2. The Hire Period of the Services shall be agreed between the parties.
- 3.3. You agree to hire the Equipment and Services for the Hire Period only, unless otherwise agreed. Should you wish to extend the Hire Period, you must contact us and we reserve the right to charge 10% of your total booking cost for each additional day.

4. DELIVERY AND RISK

- 4.1. Unless otherwise provided in writing, delivery will take place on your collection of the Equipment or delivery of the Equipment to the Site as agreed by the Parties on the first day of the Hire Period.
- 4.2. Where the Equipment is to be delivered by us to the Site, we shall be deemed to have delivered the Equipment on the first day of your Hire Period.
- 4.3. The risk in the Equipment shall pass to you at the time of delivery and you shall thereafter be liable for all loss and damage to the Equipment once delivered.
- 4.4. Delivery of Services shall be agreed between the parties.
- 4.5. Time shall not be of the essence of any contract.

5. DELIVERY AND RETURN

- 5.1. Unless otherwise agreed in writing, you are responsible for loading, transporting and unloading the Equipment at the Site and returning it to us, and for all costs incurred in connection therewith.
- 5.2. Upon delivery of the Equipment, any defects or dissatisfaction must be notified immediately to us within 24 hours. In the absence of such notification the Equipment shall be deemed to be in good order in accordance with the terms of the contract and to your satisfaction.
- 5.3. All Equipment must be returned in accordance with Conditions 6.7.
- 5.4. All Equipment will be checked within 3 days of its return to us and we reserve the right to charge for any damage in accordance with Condition 7.

6. YOUR OBLIGATIONS

You must and undertake to:

- 6.1. Use the Equipment in a reasonable and proper manner and not use the Equipment for any purpose beyond its capacity;
- 6.2. Be responsible for any damage or loss arising from the continued use of Equipment;
- 6.3. During the Hire Period ensure the security and safekeeping of the Equipment;
- 6.4. Allow us access to inspect, repair or replace the Equipment upon reasonable notice at any time;
- 6.5. Immediately inform us of any breakages, damages or breakdown of Equipment or any problem affecting the working of the Equipment;
- 6.6. Not repair the Equipment without our prior written consent;

- 6.7. Read any relevant operating, packaging and safety instructions supplied in our correspondence and only use the Equipment or any accessories in accordance with those instructions. Instructions are provided on the website and will also be sent by email with receipt of full balance;
- 6.8. Unless otherwise agreed in writing with us, keep the Equipment in your own possessions at the Site;
- 6.9. Return the Equipment in the same condition as when it was supplied to you, reasonable wear and tear excepted. In accordance with Condition 8, Equipment damaged, broken or not returned will be charged for;
- 6.10. Not sell or offer for sale, assign, or pledge the Equipment to any third party;
- 6.11. Comply with any relevant Government or Local Authority Regulations.

7. CHARGES

- 7.1. Subject to Condition 7.3, to confirm your booking for the hire of Equipment or the Services, a non-refundable deposit of 30% of your total booking is due within 14 days of you receiving an initial invoice. Your booking will not be confirmed until your non-refundable deposit has been received by us.
- 7.2. Payment is required in full for all orders of £75.00 or under to confirm your booking.
- 7.3. All Equipment is hired on the basis that full and final payment is due no later than 21 days prior to the first day of the Hire Period (the “**Due Date**”), unless alternative agreement has been made.
- 7.4. Subject to Condition 7.6, your booking as at the Due Date is considered your final order and cannot be reduced in quantity.
- 7.5. Charges for your booking will be as per the invoice provided, subject to amendment where necessary from time to time. We will endeavour to accommodate any special requests regarding theme or colours, however this cannot be guaranteed.
- 7.6. Amendments, but no reduction in quantity, may be made to your final order up until 24 hours prior to the first day of your Hire Period. You will be invoiced for any amendments made to your final order in the period between the Due Date and 24 hours prior to your Hire Period with payment due no later than 14 days following the last day of your Hire Period.
- 7.7. Where full and final payment is not made by the Due Date we reserve the right to charge interest on the amount that is overdue. The payment of such interest shall not affect and be without prejudice to any other rights or remedies we have.
- 7.8. Payment should be made by direct bank transfer per the detail on each invoice.
- 7.9. Any legal or other charges (including bank charges) incurred in your payments or the recovery of money for your booking shall be paid by you.

8. DAMAGE, BREAKAGES, LOSS AND REPAIRS

- 8.1. We do accept minor damage can be inevitable however, where breakages or damage (including serious marks and stains) of the Equipment have been caused by you or your guests, we reserve the right to issue you with an

invoice for the following sums payable within 14 days of the end of your Hire Period:

- 8.1.1. champagne glasses - 5 times the hire cost of each broken or lost item;
- 8.1.2. other Equipment - 3 times the hire cost of each damaged, broken or lost item.
- 8.2. Subject to Conditions 5.2, where repairs to any Equipment during your Hire Period are reasonably required, we shall endeavour to replace the Equipment with equipment of a similar type. Where no replacement Equipment is available we shall be entitled to terminate your booking of that Equipment.
- 8.3. Should we accumulate any equipment that does not belong to us, you shall be notified and it shall be retained for a period of 30 days.

9. TERMINATION/CANCELLATION

- 9.1. We must be notified of any booking cancellation.
- 9.2. Should you cancel your booking prior to the Due Date, we shall retain your non-refundable deposit.
- 9.3. Should you cancel your booking within the 14 days after the Due Date, we reserve the right to retain 50% of your total booking cost.
- 9.4. Cancellations within 7 days of your Hire Period (or any time beyond the start date if the contract has been allowed to commence but is then cancelled at a later date) will at our discretion, incur the full charge for the booking.
- 9.5. If you default in the prompt payment of any sum due under these Terms or are in breach of any of these Terms, or if you do or cause to be done or permit or suffer any act or thing whereby our rights in the Equipment may be prejudiced or put in jeopardy, we shall be entitled to terminate your booking immediately by notice in writing to you and it shall thereupon be lawful for us to retake possession of the Equipment and for that purpose to enter into or upon any Site where the same may be and the termination of your booking under this condition shall not affect our right to recover from you any monies due under these Terms or damages for breach thereof.
- 9.6. Where there is no fixed Hire Period, the period of hire may be terminated by us giving you 3 days' notice in writing and your obligations under these Terms shall continue until the Equipment is returned to us.
- 9.7. Should we have to cancel your booking due to unforeseen and unavoidable circumstances you will be notified as soon as practicable.

10. LIABILITY

- 10.1. We shall not be liable for any loss or damage arising from any cause beyond our reasonable control and subject to Condition 11, should we be held liable, our total aggregate liability (inclusive of legal fees) shall not exceed the total cost of your booking.
- 10.2. We are not liable to you or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by you howsoever cause, as a result of any negligence, breach of contract, misrepresentation or otherwise.

10.3. Nothing in these Terms shall exclude or limit our liability for death or personal injury caused as a result of our negligence, breach of contract or otherwise.

11. INDEMNITY

You agree to indemnify and hold us and our employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against us by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage, transit, transport, unloading, loading or use of the Equipment during the Hire Period.

12. FORCE MAJEURE

Notwithstanding anything else contained in these Terms, we shall be liable for any delay in performing, or non-performance of, our obligations hereunder if such delay or non-performance is caused by circumstances beyond our reasonable control, including but not limited to strikes, labour disputes, acts of God, war, riot, malicious damage, compliance with any law or government order, regulation or direction, accident, disease and illness, fire, flood, storm or adverse weather conditions and such we shall be entitled (subject to using all reasonable endeavours to resume full performance with avoidable delay) to a reasonable extension of time for performance of such obligations.

13. SEVERANCE

If any term or provision of these Terms is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms had been agreed with the invalid, illegal or unenforceable provision eliminated.

14. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the law of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish courts.