

Prop Dead Gorgeous Terms & Conditions



Prop Hire & Theming

IMPORTANT – PLEASE READ CAREFULLY, PAYING PARTICULAR ATTENTION TO OUR DRY HIRE, DELIVERY AND EVENT CANCELLATION TERMS. ONCE READ, PLEASE SIGN BELOW IN THE SPACE PROVIDED. PLEASE RETAIN A COPY FOR YOUR RECORDS.

General Hire

1. Installation and set up is not included in our 'dry hire' contract.
2. All additional services required by the client, such as installation and/ or event management, are subject to additional costs to be determined by **Prop Dead Gorgeous**.
3. Extended hire charges (charged on a pro-rata basis) will be applied to props not returned within the agreed time frame.
4. Once dry hire props have left the premises the client assumes all responsibility and liability until the props are returned. Where **Prop Dead Gorgeous** offers a delivery and collection service, the client assumes all responsibility and liability once delivered at the venue and until they are collected.
5. It is the responsibility of the client to undertake all safety measures for hired props in compliance with safety and fire regulations as outlined in the health and safety section.
6. Insurance must be provided for all prop hires- PDG can offer a comprehensive insurance for an extra cost.
7. Any packaging provided with the hired props should be stored by the client during the event and returned along with the hired props. Any damaged or lost packaging will be charged for (excluding bubble wrap).
8. We welcome clients to our warehouse to view props and discuss requirements with the **Prop Dead Gorgeous** team. All props are used and therefore reasonable signs of wear and tear may be visible.
9. Please note that any prop/ service dimensions supplied on the **Prop Dead Gorgeous** website or by employees are an approximation only.
10. Whilst **Prop Dead Gorgeous** aims to portray an accurate representation of all props on the website and in photographs sent to the client, some minor discrepancies may occur.
11. In the unfortunate event of the prop becoming unavailable prior to hire, we will endeavor to find a suitable replacement and will alert the client of this immediately.
12. **Prop Dead Gorgeous** cannot be held responsible for any expenses/issues that develop between the client and their venue as a result of the prop(s) hired.
13. The contract is finalized and considered firm booked when a verbal or written a confirmation is made by the client to Prop Dead Gorgeous.
14. The props must only be used indoors unless agreed otherwise by **Prop Dead Gorgeous** and must not be left unattended at any time.
15. Props are hired to one location only. If the client wishes to take the prop hire to a separate location, they will be charged accordingly.
16. Props must not be hired out independently.

Costume Characters

1. All costumes are checked prior to hire to ensure they are in perfect condition and must be returned by the client in the same condition as when they left the **Prop Dead Gorgeous** warehouse.
2. The client must take the utmost care in maintaining the cleanliness of the costumes: protective clothing must be worn under the costume at all times i.e. a t-shirt, trousers and socks.
3. Any damage will result in a cost to the client for the cleaning of or the replacement of the costume.

Client Collection & Return

1. The client must ensure they have suitable transportation prior to collecting their prop hire. All dimensions can be found on the **Prop Dead Gorgeous** website or advised to you by a member of staff. **Prop Dead Gorgeous** reserves the right to refuse the release of the prop hire to transportation they deem unsuitable.
2. Collection and delivery may only be made within office hours, 10am till 6pm Monday – Friday, unless otherwise agreed in writing with **Prop Dead Gorgeous**.
3. All props are checked prior to hire and on return – please ensure all props are returned in the same order in which they went out.

Third party Courier – Collection & Return

1. All third party couriers are organised by the client unless otherwise agreed in writing with **Prop Dead Gorgeous**.
2. **Prop Dead Gorgeous** do not accept certain type of couriers – please check upon hire.
3. **Prop Dead Gorgeous** can supply local couriers on request.
4. Loss or breakages incurred during travel by third party couriers will be accountable by the client and **Prop Dead Gorgeous** will charge accordingly.

Prop Dead Gorgeous Delivery & Collection Service

1. Please note all deliveries made by **Prop Dead Gorgeous** are to the venue's ground floor loading bay by one man only. Help may be required for loading and off-loading props and assistance will be provided if stated by **Prop Dead Gorgeous** as necessary. Additional **Prop Dead Gorgeous** manpower may be provided at an additional cost. In the event no assistance is provided or paid for and is deemed necessary, **Prop Dead Gorgeous** reserves the right not to load or off-load the prop hire and this will be classed as a failed delivery.
2. Failed deliveries and collections will be charged for, as will additional/ re-arranged deliveries and collections.
3. Additional charges will be applicable if the **Prop Dead Gorgeous** delivery driver is asked to move props from one location to another.
4. Delivery costs are dependant on times.
5. Any loading/ unloading to an area other than the venue's specified loading bay that results in a parking penalty is payable by the client.
6. A representative must be available on delivery and collection to take/ hand over the props. Upon delivery an acceptance note will need to be signed.
7. If a representative is not present and the props are not immediately obvious and available for collection in the loading bay, **Prop Dead Gorgeous** reserves the right to abandon the collection and charge for an addition collection at a later date. In addition, this may also result in an extended hire cost to be determined by **Prop Dead Gorgeous**.
8. The **Prop Dead Gorgeous** collection and delivery note is final and conclusive evidence of collection by or delivery to the client, the amount of props collected/ delivered and the quality of said props.

Prop Dead Gorgeous Delivery, Collection & Installation Service

1. The client is responsible for allowing sufficient time and access to the venue for installation.
2. Sufficient parking must be provided for the vehicle(s) during the installation – should this not be provided, any parking charges incurred during the installation will be rechargeable to the client.
3. The client is responsible for determining suitability of the venue with regards to having props delivered and installed. Individual prop measurement and venue allowances (e.g. doorways/ lifts/ stairs) must be taken into consideration and discussed with **Prop Dead Gorgeous** beforehand. **Prop Dead Gorgeous** reserves the right to assess the venue for suitability beforehand and if deemed unsuitable their decision will be final.
4. The client is responsible for acquiring any necessary permissions, consents or licenses to allow **Prop Dead Gorgeous** to perform the installation services.
5. In the event of timing and location changes, **Prop Dead Gorgeous** will issue an additional charge.
6. **All levels of service are tailored to the client's specific requirements and are quoted on request.**

Prop Dead Gorgeous Event Management Services

1. Full event management services include: theming, dressing of venue and full creative including floor plans and invitations can be provided – please ask for further details

Cancellation Policy

1. **Prop Dead Gorgeous** has a strict non-cancellation policy once verbal or written confirmation of the hire by the client is received. Cancellation of any prop hire within 12 months of the hire date will incur percentage cancellation fees and are detailed below:
 - a. Between 6 & 12 months – 10%
 - b. Less than 6 months & more than 28 days before the first day of the hire period – 50%
 - c. Less than 28 days & more than 14 days – 75%
 - d. Less than 14 days – 100%
 - e. No notice of cancellation given – 100%

Payment Policy

1. Unless otherwise agreed with **Prop Dead Gorgeous**, all payments must be made in advance and must clear at least three days before the stated hire period.
2. Hires made under three days before the stated hire period must be paid via BACS or Cash.
3. Payment types accepted:
 - a. BACS: please allow three working days for the transfer.
 - b. Cheque: must be received at least seven working days before the commencement of the prop hire.
 - c. Cash payments
4. All quoted prices are subject to a standard rate of VAT at 20%
5. Deposit – we may require you to pay a deposit for the props, which will be determined by **Prop Dead Gorgeous** and will be retained by **Prop Dead Gorgeous** in the event of loss or damage to the props.
6. Hire charges are payable even if props are returned unused.

Loss & Damage

1. All shortages, damages and losses will be charged for. **Prop Dead Gorgeous** asks that the utmost care is taken when handling and placing the props to ensure they are returned in the same condition in which they went out. Clients are advised to check the condition of props on receipt.
2. **Prop Dead Gorgeous** will not accept liability for indirect or consequential loss.

Liability & Insurance

1. It is highly recommend that all items are insured by the client from the time of delivery/ client pick-up to time of collection/ client return.
2. **Prop Dead Gorgeous** is not liable for non-completion of any prop hire, or for any delays as a result of an event of 'force majeure', in which case, the client is not entitled to receive a refund of any payments already made. For the purposes of this contract force majeure shall mean 'circumstances beyond the reasonable control of the party seeking to rely on them for the purposes of these terms and conditions, which delay, hinder or prevent that party from fulfilling its obligations under the terms and conditions'. Such circumstances include, but are not limited to: war, riot, terrorism, civil commotion, sabotage, vandalism, fire, flood, extreme weather conditions and industrial dispute. **Prop Dead Gorgeous** recommends all clients take out adequate event insurance to cover these unlikely eventualities. **Prop Dead Gorgeous** can supply the client with a competitive insurance quote, if required. **Prop Dead Gorgeous** hold full Public Liability Insurance up to a maximum value of 10 million pounds.

Termination

1. **Prop Dead Gorgeous** reserves the right to immediately terminate the contract with notice or recourse, if:
 - a. The customer becomes or is likely to become insolvent.
 - b. The customer breaches any of the terms and conditions stated above.
 - c. The customer continually amends, cancels or postpones the hire.
 - d. Any form of aggressive/bullying/offensive/discriminative behavior is used against a **Prop Dead Gorgeous** employee.
2. On termination of the contract, the Client must return all hired items to **Prop Dead Gorgeous**. Legal proceeding will be brought against the client if props are unreturned.

Confidentiality

1. The client will keep in strict confidence all quotations and drawings that have been disclosed to the client by **Prop Dead Gorgeous**.

Health & Safety

1. The client accepts all responsibility for ensuring all safety measures for hired props are in compliance with safety and fire regulations of the venue.
2. It is essential health and safety practice to keep all items away from heat sources, as flammable materials may have been used in the manufacture of hire stock.
3. **Prop Dead Gorgeous** endeavor to ensure all resin, MDF props and artificial foliage are flame proofed – please check prior to hire.
4. All electrical items are PAT tested annually, certificates are available on request.

These terms and conditions are governed by English Law and in the unlikely event of a dispute, the parties shall submit to the exclusive jurisdiction of the English courts. The liability of Prop Dead Gorgeous in respect of any breach of these terms and conditions, including applied terms, shall not extend any consequential loss whatsoever suffered by the client or their guests.

I confirm that I am fully agreed to the terms and conditions, including event cancellation and payment terms:

Signed:

Print Name:

Date:.....

Please return your signed copy of **Prop Dead Gorgeous Ltd Terms & Conditions** to:

Prop Dead Gorgeous.
c/o Crafty Arty World.
Dorchester,
Dorset.
DT2 7RP.