

# *Cake Stand Hire Agreement Terms*

## **Hire Period**

The hire price is for 7 days from the time you the hirer receives the cake stand. The hire fee must be paid to Datz Creationz 21 days prior to the commencement date of the hire period. The hire period is completed when the cake stand has been returned to Datz Creationz in the same condition as when it was hired on or by the date outlined in the terms and conditions.

## **Use, operation and maintenance**

The cake stand must not be used by anyone other than you the hirer without the expressed permission of the Datz Creationz. You the hirer agrees to use and maintain strictly in accordance with any instruction provided by Datz Creationz, with due care and diligence, only for its intended use and in accordance with any instructions and recommendations supplied by Datz Creationz, maintenance and storage thereof. You the hirer shall ensure the equipment is returned to Datz Creationz clean of any foreign matter. In the event that this requirement is not complied with you the hirer shall incur a 30% of the deposit, surcharge.

## **Hirer's warranties**

You the hirer warrants that;

- the equipment will be used in accordance with the conditions and purpose it is intended for
- you the hirer will not without prior written consent of Datz Creationz, modify or permit any modification of the cake stand in any way
- you the hirer agrees that the equipment complies with its description, is in merchantable condition and is fit for you the hirer's purpose.

## **Loss or damage**

You the hirer will be responsible for any loss or damage to the cake stand or parts irrespective of how the loss or damage occurred (fair wear and tear excepted) during the hire period.

## **Cancellation**

Cancellations received 14 days prior to hire start date will receive a hire charge refund of 50% and cancellations received 7 days or less will receive 0% refund of hire charge.

## **Delivery**

Once your payment has been received and cleared (if payment was made via a personnel cheque) the cake stand will be sent using DHL UK Express delivery (by end of next working day) 2 days before your wedding date, a signature will be required. Please note this is not guaranteed as once it is posted, delivery is out of our control, we do try to use the most reliable service to ensure the cake stand arrives in plenty of time. Please make sure someone is available to receive the parcel as Datz Creationz will be charged a surcharge for repeat attempts to deliver and any such surcharges shall be passed onto you the hirer and deducted from your security deposit.

## **Returns**

You the hirer agree to return the goods to the address of Datz Creationz on or before the hire end date stated on the order form. Datz Creationz will not refund any hire charge monies if the hirer elects to return the equipment prior to the end of the hire period, regardless of reason. The cake stand must be returned in the same condition as it was received by you the hirer and in the same packaging. If the cake stand is not returned on the date stated on the form or is damaged in any way or parts missing you will lose your security deposit. You the hirer are responsible for the charges incurred to return the cake stand to Datz Creationz.

## **Liability**

To the full extent permitted by law you the hirer releases, discharges and indemnifies Datz Creationz from all claims and demands arising out of or consequent on the use or misuse of the equipment during the hire period.

## **Title to goods**

You the hirer do not have any right to pledge the Datz Creationz credit in connection with the goods and agrees not to do so. You the hirer agrees not to offer to sell, sub-let, lend, pledge, or hire or otherwise part with or attempt to part with the cake stand or alter the goods or make any addition or alteration to, or repair of, the cake stand.

## **Privacy Policy**

We are committed to protecting your privacy and maintaining the security of any data we may gather about you. Datz Creationz will not sell trade or pass on your personal details to any third party, person or company. Information obtained about you is for our own use to enable us to provide a service for our visitors and customers only. All your personal details will be kept private and confidential.