**Terms and Conditions for Provision of Balloon Styling Services**

1. **Services**
   1. All services are provided by Loonyblunes, “the Company” or “Us” or “We”.
   2. Any references within these terms to “you” or “the Customer” mean the person purchasing the goods as named on the invoice. By placing an order with us, you are accepting these terms in full.
   3. Following your enquiry, we may correspond with you via email, to provide you with examples of the types of designs / creations available. You are welcome to email any images / design ideas to us at Loonyblunes@gmail.com
   4. Any correspondence between you and the Company during the planning stage is complimentary and you will not be charged.
   5. Once you have confirmed the design you want, we will provide you with a quotation via email. Quotations are valid for 7 days following which prices may be altered or services may no longer be available.
   6. If, following review of the invoice, you wish to make any amendments to the agreed design, please email us at loonyblunes@gmail.com and set out your requested amendments. We will then send you a revised invoice via email.
   7. A booking can only be confirmed once we receive the non-refundable booking fee of 50% of the total price and the completed booking form. Bookings will be confirmed via email.
   8. Should you fail to provide the non-refundable booking fee and completed booking form within 7 days of receiving the invoice the date will be released for alternative bookings.
   9. We will contact you 6-8 weeks before the event date to confirm the details and specifics of your booking e.g., timings.
   10. The balloons will be delivered on the morning of the event to the event venue confirmed by you on the booking form. Should the venue have any special arrangements or restrictions it is your responsibility to ensure that you have confirmed those in writing to us at least 7 days before delivery. We will not be liable if the venue prevents set-up of the balloons, and no refunds will be provided for items not used due to venue limitations.
   11. Once the balloons have been delivered and set-up, we will have no further involvement on the day of the event. It is your responsibility to agree the location of the balloons at the venue in advance so that they are delivered and set-up in the correct place.
   12. Should you wish to hire any additional items, for example flowers, soft toys, such items will be hired and will remain the property of the Company throughout. Should any hire items be damaged or broken then an invoice will be raised for the cost of a like for like replacement item. All invoices for breakages must be paid within 7 days.
   13. Should hire items be broken or not returned by other clients of the Company in advance of the event and not available for your event date, the Company will use their best endeavours to source a similar replacement. We reserve their right to use a suitable alternative if any hire items are not available.
   14. All balloon arrangements are created by Loonyblunes. No services are outsourced.
2. **Payments, Pricing and Alterations to Bookings**
   1. Quotations are unique to each client and represent the specifics of each booking which include factors such as seasonal availability.
   2. Quotes may be higher or lower for certain clients depending on various factors such as the complexity of the arrangement chosen which may impact the number of hours required in each circumstance.
   3. As far as possible the price quoted for the event will be correct (subject to no alterations being made). However, due to the nature of the balloon styling event industry and bookings being made so far in advance, from time to time it may be necessary to vary the price depending on the availability and price of certain components of your design. As part of our price promise to you we will vary prices both upwards and downwards as required and never increase a price from the quotation (where all other elements are the same) by more than 10%.
   4. We accept payment via Bank Transfer.
   5. Should it be necessary to change the date of the booking then as much notice as possible should be provided and in any event not less than six month’s notice should be given. We will reschedule your booking if the alternative date you have chosen is available. You will be permitted one change to the date on the basis that the minimum three months’ notice is provided. Any further date alterations will incur further non-refundable booking fees. If we are unable to accommodate the alternative date, we will not refund the booking fees.
   6. Should it be necessary to change the scope of the booking by adding additional balloons or altering balloon styling you can do this at the final design consultation. Any additional costs will be added to the final invoice. Any reductions to the order will only permitted up to 15% of the original quote.
   7. Between six and eight weeks before the event date you will be asked to confirm the details of your booking. Following receipt of such confirmation, which should be provided within 7 days, a final invoice will be raised. All outstanding sums must be paid in full no later than 28 days before the event so that balloons can be ordered. The date for the final payment will be clearly set out on the invoice. Should you fail to pay the outstanding balance by the date shown then we reserve the right to cancel your booking. No refunds will be given.
   8. If, following payment of your invoice, you wish to purchase any additional balloons, you can do so at any time up to seven days prior to the event date. There is no guarantee that we will be able to fulfil your request, which is subject to balloon and product availability and the associated lead times.
3. **Cancellations**
   1. All cancellations must be made in writing.
   2. Unless agreed by the Company, all booking fees are non-refundable and only transferable one time only in accordance with clause 2.5 above.
   3. Due to the unique nature of the event industry, particularly the wedding industry, which has long and early booking times, any cancellations made with less than six months notice before the event will incur administrative and compensation fees. Such fees will be due as follows:
      1. For cancellations with less than six months’ notice but more than three months’ notice, 50% of the quotation sum is payable.
      2. For cancellations with less than three months’ notice but more than six weeks’ notice, 75% of the quotation sum is payable.
      3. For cancellations where there are less than six weeks’ notice, 100% of the quotation sum is payable.

3.4 Sums due as a result of cancellation will be confirmed via email. We reserve the right to use our discretion in reducing any sums owed but also reserve our rights to seek all sums paid and enforce payment for any sums due. Any sums due as a result of cancellations will be due on the dates they would have been due, but for the cancellation and in accordance with the timescales set out in clause 3.3 above.

1. **Design Rights** 
   1. We retain all design copyright in any creation prepared in the course of carrying out any Services on your behalf. We will not accept imitation or replication of our designs in any circumstances.
   2. We trust that you will be delighted with the balloon arrangements and request that any images taken of our arrangements and shared on social media include credit to us by using our social media handle @loonyblunes
2. **Liability**
   1. Once an order has been delivered, you will be responsible for it, and we will not accept any responsibility for any loss or damage.
   2. If the balloon arrangements are moved following set-up, we will not take responsibility for any loss or damage.
   3. We do not take any responsibility for your balloon arrangements if they are damaged or altered as a result of hot weather. In the event that hot weather is forecast, we will contact you in the week before your event to advise whether any alterations should be made in order to preserve the design and integrity of the balloons in extreme weather conditions.
   4. We will do not accept any liability when it is not possible to deliver your order due to adverse weather or road conditions. Neither will the Company be responsible for any losses arising in circumstances where we become unable to deliver the services such as illness, bereavement, or circumstances beyond our control. In such circumstances we will make every effort to keep you updated and advised.
   5. Any photographs on our website and social media accounts are illustrative only. Whilst we can aim to create similar designs, we cannot guarantee or confirm that the balloons provided will match any of our images or any images which you provide to us in the planning stages.
   6. Please be aware that we use the highest quality balloons but there may be slight variations in colour and we cannot guarantee exact colour matches either to specific colours at your event or across each element of the design.
   7. Nothing within these terms will:

(a) Limit or exclude any liability for death or personal injury resulting from negligence;

(b) Limit or exclude any liability for fraud or fraudulent misrepresentation;

(c) Limit any liabilities in any way that is not permitted under applicable law; or

(d) Exclude any liabilities that may not be excluded under applicable law.

1. **Data Protection**

6.1 Your privacy and the protection of your personal data is important to us and it will be handled in the following way:

1. Apart from as outlined below, your data will only be used and processed in connection with the performance of the Services listed above;
2. Your personal data will be kept confidential and will never be shared with unconnected third parties. It will be shared with third parties such as an accountant to allow them to perform accountancy functions;
3. Your data will be kept secure at all times and only stored electronically on devices which are password protected;
4. In order to ensure that the data held is accurate, all data will be obtained from you directly;
5. Your data will be stored for the minimum number of years following completion of the services to allow compliance with insurance obligations; and
6. All data collected will be limited to that which is necessary to allow the Services to be performed.
7. **Complaints and Refunds**
   1. We are committed to providing you with a high-quality service and delivering products of a high standard. However, should there be any cause for complaint in relation to any aspect of our products or service please contact Lisa at [Loonyblunes@gmail.com](mailto:Loonyblunes@gmail.com) We agree to investigate your complaint carefully and promptly and take reasonable steps to resolve it.
   2. All of our balloon arrangements are made bespoke to order. Refunds will be provided in accordance with your statutory rights.
8. **Third Party Rights and Applicable Law**
   1. No person other than the person provided with a copy of these Terms and Conditions shall be deemed to have the benefit of the Services or have any rights to enforce or rely on any of the terms.
   2. These Terms and Conditions are our standard terms and conditions of business and should at all times be construed in accordance with the laws of England & Wales.
   3. The English Courts will have exclusive jurisdiction in relation to any claim, or dispute arising out of this engagement or any matter arising from it.

**9. Payment Terms**

9.1 By paying the 50% non refundable booking fee you are agreeing to these Terms and

Conditions.