

Whitby Balloons – Terms & Conditions

1. Definitions

These definitions apply throughout this agreement.

1.0 “We”, “Us”, “Our”: Whitby Balloons of Toft House Farm, Main Road, Aislaby, Whitby, North Yorkshire, YO21 1SW (“The Stylist”).

1.1 “You”, “Your”: The customer receiving Styling Services, purchasing Goods, or hiring Equipment from us (jointly and severally liable if more than one person) (“The Client”).

1.2 These Terms and Conditions govern the sale of Goods, the hire of Equipment, and the provision of Styling Services by Whitby Balloons.

Please ensure you read our safety notes in Section 15.0.

2. The Basic Agreement

2.1. By placing an order, you agree to be bound by these Terms and will be provided with a Hire Agreement. The Equipment remains our property. Any attempt to sell, lease, or otherwise dispose of the Equipment without our written consent will be considered a breach of this agreement and may constitute a criminal offence.

2.2. Standard hire is for 24 hours unless otherwise agreed in writing.

2.3. A Quotation is not a binding offer. The agreement becomes effective only when you accept and sign the Hire Agreement.

2.4. Styling Services beyond the agreed scope are chargeable at £50/hour unless included in the Quotation.

2.5. These Terms, along with the Quotation, form the entire agreement between the parties.

2.6. Risk in the Equipment passes to you on delivery and remains your responsibility until collected by us. You must insure the Equipment for the duration of the Hire Period.

3. Delivery

3.1. Delivery charges are included in the Charges unless otherwise stated.

4. Charges & Payments

4.1. Charges are as specified in the Quotation.

4.2. Payments must be made as set out in the Quotation or per Clause 13.

4.3. A non-refundable Deposit of 50% is due on booking. The balance is payable one week before the Event.

4.4. If booking within one week of the Event, 100% payment is due immediately. Cleared funds must be received at least 48 hours before the Event.

4.5. All payments to be made to:

Whitby Balloons, Starling Bank

Sort Code: 60-83-71

Account No: 30799467

5. Cancellation – Hire Agreement

5.1. The contract is formed upon completion of the Hire Agreement.

5.2. Your statutory cancellation rights are unaffected and outlined here.

5.3. You may cancel within 14 days of entering the agreement for a full refund, provided the Equipment has not yet been delivered or setup has not started. If you request immediate service (i.e. waive this right), this refund may not apply.

5.4. After the 14-day period, see Clause 6.

6. Cancellation – Styling Services

6.1. Cancellations must be in writing or by email.

6.2. If we cancel, all Charges will be refunded within 14 days. No further compensation will be payable.

6.3. If you cancel more than 7 days before the Event, the Deposit is non-refundable, but no further Charges are due.

6.4. If you cancel less than 48 hours before the Event, you forfeit the Deposit and must reimburse any non-recoverable expenses already incurred.

6.5. If you cancel within 24 hours of the Event, the full Charges become due immediately, less any Deposit paid.

7. Equipment Issues

7.1. We will ensure the Equipment is as described, of satisfactory quality, and fit for purpose.

7.2. Please inspect the Equipment upon delivery and notify us immediately of any defects.

7.3. Defective Equipment must be returned in its original condition.

8. Breakdowns & Repairs

8.1. Report any issues immediately.

8.2. We will aim to repair or replace any faulty Equipment promptly.

8.3. You will not be entitled to additional compensation for repair or replacement.

8.4. If damage is due to your negligence, you must pay for full replacement costs.

9. Client Responsibilities

You agree to:

Use Equipment only for its intended purpose.

Not relocate Equipment without permission.

Take reasonable care of Equipment.

Return Equipment in its original condition.

Not attempt repairs without our consent.

10. Third-Party Damage or Loss

10.1. Report any loss or damage caused by a third party immediately.

10.2. If theft occurs, inform both us and the Police and cooperate fully.

11. Limitations of Liability

11.1. All statutory warranties are excluded to the extent allowed by law.

11.2. We are not liable for:

Damage caused after delivery.

Equipment altered or repaired without consent.

11.3. We are not responsible for:

Indirect or consequential losses.

Loss of profits or goodwill.

11.4. Our total liability (except for personal injury or death caused by negligence) is capped at £250,000.

12. Termination

This agreement may be terminated if:

The Hire Period ends.

Payment is not received on time.

A material breach occurs.

The Client becomes insolvent or behaves illegally, immorally, or discriminatorily.

Upon termination, any outstanding Charges must be paid immediately.

13. Online Orders & Delivery

13.1. We are not responsible for courier or delivery delays once items leave our premises.

13.2. Clients are responsible for collecting items with suitable transportation. Damage caused during transit by a third party is not our responsibility.

14. General Terms

14.1. Variations must be in writing.

14.2. Time is of the essence for all payment obligations.

14.3. Emails are accepted as written communications.

14.4. Payment terms are strictly on invoice. Late payments may result in suspended services and will incur statutory interest.

14.5. Confidentiality and data protection obligations apply to both parties. Please see our Privacy Policy.

14.6. You consent to our use of photographs of your Event for marketing unless you opt out in writing within 7 days.

14.7. No partnership or agency relationship is created by this agreement.

14.8. Changes to the Event date may constitute a cancellation.

14.9. We may contact you post-Event for feedback or testimonials.

14.10. In case of disputes, both parties agree to attempt mediation before litigation.

14.11. Neither party shall be held liable for delays due to events beyond their control.

14.12. This agreement is governed by the laws of England and Wales.

15. Safety & Care Guidelines

15.1. Choking hazard: Balloons can cause suffocation. Always supervise children under 8 years old.

15.2. Keep balloons away from children and animals.

15.3. Our balloons may be inflated with room air, nitrogen (to help them last longer) or helium (to make them float). Never inhale helium or nitrogen — it can cause suffocation.

15.4. Avoid exposing balloons to heat or cold. Do not store in garages or sheds.

15.5. Changes in air pressure may affect balloons. Issues are often temporary.

15.6. Do not release helium balloons — they harm the environment.

15.7. Dispose of balloons responsibly. Latex balloons are biodegradable. Reuse or recycle foil balloons where possible.