

### **Basically Balloons Terms & Conditions, Photography & Safety disclaimer**

- Please check your invoice carefully to ensure that everything you have ordered is shown, as the invoice will form our checklist when we are decorating your function. Please do not amend the booking form yourself please contact us of any mistakes or alterations you wish to make immediately.
  - A non returnable deposit of 50% of the total bill is payable at the time of booking.
  - Any booking under value of £50 will be subject to a delivery charge and possible mileage charge dependant on location.
  - The balance invoice will be sent 21 days prior to the function for which the balloons are required. This must be paid in full no less than 14 days before the function.
  - We cannot take responsibility for event cancellations or errors that are a result of or affected by, adverse weather conditions, industrial action, incorrectly supplied address details, strikes, natural disasters, industrial accidents, road accidents or terrorist activity as all of these are beyond the control of Basically Balloons. It is the clients the responsibility to ensure adequate insurances are put in place.
  - If the booking is made 21 days or less prior to the event full payment will be required upon booking. If payment is not received or payment arrangements have not been made, by the day of the function, Basically Balloons will NOT undertake the work requested.
  - Payment may be made by cash or via bank transfer. Please see booking form for bank details.
  - Cheque payments will result in an additional £2.00 administration fee as from 1<sup>st</sup> May 2014 and are to be made payable to Basically Balloons.
  - Alterations to the original order can be made up to 21 days prior to the function (dependent on date booking is made) at which time the final invoice will be prepared and the materials ordered from our suppliers. ANY ALTERATIONS MADE AFTER THIS TIME WILL BE SUBJECT TO AN ADDITIONAL CHARGE and we cannot guarantee stock availability.
  - Photography Disclaimer:- When agreeing to our Terms and Conditions you are also consenting to giving Basically Balloons permission to take photographs of the work they have undertaken for you at your chosen venue for the purposes of promotion and marketing and use these images on social media. **All photos shown have been taken by Basically Balloons and the work which we have carried out. We do not use any photographs from any other balloon decorators. We do not divulge the addresses of private homes which we decorate, only venues which are publicised. We may use images provided by our suppliers to give examples to clients or products available.**
  - It is essential that the telephone number of the venue key holder is supplied to us so that we may arrange time to construct your decorations. Balloon decorating is a very time-consuming job and has to be done on the day of the function - so access to the venue may need to be earlier than you may expect. We cannot be held responsible for any problems which may arise from us not being able to gain access to the venue at a suitable time.
  - We expect the venue to be ready for decoration on our arrival, we are unable to assemble tables if they are not ready and a waiting charge will be incurred.
  - It is the clients responsibility to assess the suitability of the chosen decorations and to liaise directly with the venue for consent.
  - It is the clients responsibility to gain consent from the venue for the use of fittings and helium. We will adhere to the permissions given to us from the venue. Failure to gain correct consent may result in us not being able to provide your ordered goods. This will be treated as a cancellation and a refund will not be given.
  - The safekeeping and return to Basically Balloons of returnable fixings, display pieces and hire or loan equipment is the responsibility of the client unless otherwise agreed. A hire agreement will be provided separately where applicable.
  - This contract is binding on both parties unless amended by mutual consent.
  - Refunds cannot be made on functions cancelled less than one month before the event. Suitable insurance should be taken to cover this eventuality.
  - Any personalised goods which are ordered require a deposit at the time of order. These products are non refundable.
  - Latex is a natural substance however can cause an allergic reaction in some people.
  - It is the client's responsibility to ensure that foil balloons are not released into the atmosphere. The material in these balloons can conduct electricity and cause severe problems if they entwine in power lines, they are also non bio degradable.
  - Sensible use of balloon accessories and supervision is required for all children, this will reduce the chance of accidental injury, for example balloon cups or valves could be swallowed by small children, balloon sticks can be dangerous if waisted near face or eye, balloon ribbons can cause asphyxiation. Children can suffocate on uninflated balloons or broken balloons. Supervision is advised when children are playing with balloons at all times. Balloons are not toys and are for decorative purposes.
  - Many types of balloon decorations are constructed using a fine fishing line to make it invisible to the naked eye, therefore children should not touch the décor or be given it at any said event.
  - Basically Balloons will provide you with the service and products agreed, we will leave your venue decorated to your requirements. Once Basically Balloons have departed from your venue we take no responsibility for the condition of your decorations.
  - Basically Balloons do not use decorations or balloons supplied by clients. We provide professional materials in order to ensure the best quality and to ensure spare supplies are available if required due to possible breakages.
  - Our stuffed balloons and balloon gifts are delivered by ourselves by hand and need to be signed for, if no one is available to sign for the gift, a card will be left and it will be returned for the recipient to collect or arrange re-delivery. We cannot accept responsibility for a late delivery if no one is available to sign for it.
  - It is the customers responsibility to provide us with the correct delivery address and Basically Balloons is not liable for non-delivery if we do not have the correct details. We only accept orders for deliveries to UK addresses local to the Basically Balloons Premises.
  - All our orders are processed personally and dispatched in perfect condition. As our stuffed balloons are perishable we cannot accept returns on these deliveries (UK Distance Selling Regulations (2000)). Very occasionally and in exceptional circumstances - normally beyond our control - the gift may be damaged, if this is the case please contact us immediately, and we will endeavour to rectify it. Refunds or replacements can only be actioned once the original goods have been returned to us in the original packing. We are not liable for postage costs of returned items.
  - We do not deliver to hospitals due to patients being discharged early or moving wards.

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- NEVER UNDER ANY CIRCUMSTANCES INHALE OR ALLOW ANYONE TO INHALE HELIUM. IN HIGH CONCENTRATION, HELIUM IS AN ASPHYXIANT AND CAN KILL.
- Floatation times: In order to provide the best quality of products and the best service we need to emphasise that balloon float times are out of the control of Basically Balloons after décor is set up and delivered. Despite use of the Hi-Float product we cannot guarantee the expectancy of float time past the usual 8-10 hours. We will do our best to ensure that balloons are set up/delivered as close to the event / occasion time as possible within the permissions from the client. Due to helium being dependant on its surrounding climate, outside climate, the amount of handling amongst many other things, there may be occasions where some balloons float longer than others. We accept no responsibility for balloon float times and will advise and reiterate this condition to all customers who order in advance and require delivery ahead of the occasion date. No reimbursement of costs will be offered for balloons not floating long enough.

#### **How to care for your Stuffed Balloon:-**

- Always pop balloons under adult supervision away from children and animals, once burst please discard all small parts and the broken balloon.
- Ensure the balloon is kept away from heat sources that could present as a hazard or cause damage.
- Keep away from sharp objects.
- Keep away from young children - all our nursery bears are newborn safe as per manufacturer's guidelines.
- Stuffed balloons are temperature dependent and may swell in the heat or shrink in the cold, it is best to keep your balloon in at room temperature.
- Please see our terms and conditions for general safety guidelines for latex balloons and components.
- We use wire to ensure Teddy Bears used remain in perfect position whilst in transit. Please ensure this wire is removed before giving the Teddy Bear to a child.
- Please note that some sweets may contain of have traces of nuts and nut oils or may have been made alongside other products containing nuts for which we cannot hold any responsibility.

#### **Children's Parties:**

If young children are going to be present at the venue when your are setting up for your event, Basically Balloons cannot take responsibility for supervising children during this time or for any damage to items caused by children being permitted to play with decorations provided by Basically Balloons prior to the event. If a balloon becomes damaged or bursts due to being manhandled or played with, Basically Balloons cannot guarantee they will be able to offer a suitable replacement, and a charge may be incurred.

Children can often be startled by the inflation and bursting of balloons and due to health and safety we request they are supervised at all times away from equipment. If we feel a child is at risk we will request they move to a safer location.

#### **Privacy Policy**

This privacy policy sets out how Basically Balloons uses and protects any information that you give Basically Balloons when you use this website or contact us.

Basically Balloons is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website or contacting us, then you can be assured that it will only be used in accordance with this privacy statement.

Basically Balloons may change this policy from time to time by updating this page. A copy of this Privacy policy will also be sent with every booking as part of our Terms and Conditions. We reserve the right to update this form time to time so would recommend always make sure you read the most up to date version, which will always be displayed on our website.

#### **What we collect**

We may collect the following information:

- Identifiable information such as Name and payment details
- Contact information including email address and phone number
- Demographic information such as postcode, residential address, preferences and interests

#### **What we do with the information we gather**

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- To process your order and obtain payment
- Internal record keeping
- We may use the information to improve our products and services, this includes use of photographs of services Basically Balloons have provided in line with our photography disclaimer, and testimonials.

- We may contact you by email, phone, fax or mail. We may use the information to customise the website according to your interests

## **Data Retention**

Basically Balloons must retain personal data for no longer than is necessary. This will depend on the circumstances of each case, considering the reasons that the personal data was obtained, but should be determined in a manner consistent with data retention guidelines. Data is processed and stored when required to deliver our services.

Regular data audits to manage and mitigate risks will inform the data register. This contains information on what data is held, where it is stored, how it is used, who is responsible and any further regulations or retention timescales that may be relevant. Basically Balloons will only retain your information for as long as you are a customer and as long as required for business purposes including record keeping.

In order to meet legal or regulatory requirements, prevent fraud, resolve disputes, prevent abuse or to overall enforce our Terms & Conditions, we may keep hold of some of your information.

## **Security**

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect.

## **Links to other websites**

On our website we provide links of other suppliers who may be of interest. Once you have used these links and leave our site, we do not have any control over that other website and you shold refer to their individual privacy policy. As such, we cannot be responsible for the protection and privacy of any information which you then may subsequently provide whilst visiting these sites and these sites are not governed by this privacy statement. You are responsible for looking at the privacy statement applicable to the website in question directly.

## **Controlling your personal information**

You may choose to restrict the collection or use of your personal information in the following ways:

- Whenever you are asked to fill in a form on the website. Please note we will never use your information for marketing purposes and will never share your information with any third parties unless we have your explicate permission to do so or are required to do so by law.
- If you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable for printed copies. Electronic copies can be provided free of charge. If you would like a copy of the information held on you please write to us.

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible. We will promptly correct any information found to be incorrect.