

TERMS & CONDITIONS

Fairground Stalls HIRE - TERMS & CONDITIONS OF CONTRACT

1. THE HIRER SHALL:

agree to be bound by the terms and conditions below and therein

(a) when making a booking of hire equipment, pay the full amount of the hire cost, plus any associated delivery/collection costs, strictly 28 days prior to your hire date. If payment is not received within this time, you will be issued with an overdue reminder and if on the fifth day of the reminder the payment still has not been received, we will automatically cancel your event and you will be charged a cancellation fee of £49.00.

(b) Any carts/equipment that are hired without staff must be maintained in the same condition, appearance and state of repair as they are on receipt of said goods, in default of doing so, hereby agree to pay the owner on demand the cost of putting the same in such condition appearance and state of repair howsoever any damage may be caused.

(c) in the event of loss of the goods or any item thereof from whatsoever cause forthwith pays the owner the cost of replacement

(d) not part with possession of any of the said goods or item thereof.

(e) immediately on request advise the owner of the whereabouts of the goods.

(f) return the goods or make them available for return at the owner's request, in default of this agree to pay the owner on demand a sum equivalent to the hire of the hiring, such sums to be the default in the event of greater loss.

(g) ensure no pets or individuals smoking will be allowed on/directly near any equipment.

(h) note that packages are hired for 4 hours 'straight through' operation, where we will erect the attractions, let you use them on an unmanned basis (unless otherwise stated) for 4 hours, then we will pack them away.

(i) ensures that a free dedicated parking space must be available throughout the unloading, hire time and pull down time, within 50 metres of the event hire venue.

(j) understand that we cannot be held liable for a refund if bad weather and the inability to move attractions indoors means you do not receive full enjoyment from the games. It is highly recommended you get event insurance to cover this possibility.

(j) use the goods for the purpose for which they were designed.

2. CANCELLATION TERMS:

1. For partial refund of fees, all cancellations must be received in writing or via telephone) to the owner no less than 72 hours prior to hire start date/time. If the cancellation is made within 48 hours of the event date/time, the hirer can expect all monies, minus a £49.00 cancellation fee, returned to them. After this time the company will only refund 50% of fees received. It is advisable to obtain event insurance if you feel this maybe an issue you could face.

2. This agreement shall determine forthwith without prejudice to any antecedent claim to the owner and the goods may forthwith be repossessed by the owner in any one or more of the following events:

(a) the commission of the hirer of an act of bankruptcy or his entry into any agreement with his general body of creditors.

(b) The breach by the hirer of any of the stipulation herein contained and on his part to be observed and performed.

3. THE HIRER HEREBY DECLARES:

(a) that he/she is over eighteen years of age.

(b) That he/she is otherwise legally entitled to enter into this agreement on their own behalf (if he/she shall enter into the same said agreement on behalf of another individual or on behalf of other individuals of a limited company) that he/she has full authority to do so.

(c) to undertake full responsibility for the safety of the equipment and staff, whilst on hire, and will accept full responsibility for the loss or damage of said equipment, howsoever caused.

(d) The hirer undertakes not to interfere with or allow any other person to interfere with the mechanism or other parts of the equipment on hire without the express permission of the owner and shall indemnify the owner against any claims, loss or damage suffered by any party (including any third party) as a result or in consequence of any interference.

(e) The Hirer will arrange adequate insurance for the period of the hire for the total sum of the hire.

4. THE COMPANY

(a) accepts no responsibility for any malfunction or breakdown, howsoever arising of the equipment hired. Not for any loss whether financial or otherwise there from once the equipment, the hirer has accepted the subject of this agreement.

(b) reserves the right to cancel this agreement or any verbal agreement relating to this hire within reasonable notice relating to the incident causing the cancellation.

(c) does not allow anyone other than those working and insured for the Company to erect, move or dismantle any attractions hired.

(d) will make all effort when delivering equipment to park our vehicle/s without contravening parking restrictions.

(e) reserves the right to add, delete or vary their conditions of business at any time without due notice.

(f) has the right to end any hire and remove their attractions and staff immediately, if at any time they reasonably feel under threat from spoken or physical violence from the party HIRER or Guests. No refund will be given if this is the case and action may be taken against the perpetrator(s) involved.