

Terms and Conditions of HIRE

1. Definitions

1.1 The "CLIENT" means the person/s, organisation or company booking the equipment, act or entertainment with the "COMPANY".

1.2 The "COMPANY" means Karen Godman, TRADING AS: **Your Special Occasion.**

1.3 'Dry' hire is the hire of equipment for the 'HIRER' to operate and/or supervise themselves.

1.4 The period of hire is from Date & Time of hire until the agreed date & time, unless stated otherwise.

1.5 The is written to comply with the ENGLISH/WELSH/SCOTTISH/American/Australian Contract Law.

2. Bookings

2.1 All equipment remains the property of the company at all times.

2.2 In the event of traffic or other uncontrollable circumstances preventing us from being able to fulfil our contracted obligations our liability shall be limited to a refund of any monies paid, other than the non-refundable deposit, in relation to the contracted event or a pro rata reduction in the hire fee in the event of a delayed start. No further compensation will be paid.

Terms and Conditions of HIRE

3. Prices

Deposit & Balance Payments

3.1 All hires are subject to a booking fee of £50. This secures the date. This is also used as a deposit against cancellations and any damages.

3.2 The full balance is to be paid and cleared 7 days before the party date.

3.3 There is a damage deposit of £50 which is the booking fee paid at the time of booking. This will secure your date. This will be returned within 72 hours of your party, providing there has been no damage to the equipment and no cancellations from the client within the stated time-frame.

In such circumstances the bond will be used in full or part payment of those repairs/replacements/cancellations. The CLIENT shall indemnify **Your Special Occasion** for the full cost of repair of any damage done to any equipment which may occur during the period of the hiring.

4. Location, Facilities & Conduct

4.1 Hired equipment will be set up in one location only (as agreed at booking) and upon arrival, will not be moved until pick-up. Please ensure that your property is suitable for the hire, and that there are no possible obstructions or access issues.

Terms and Conditions of HIRE

4.2 “THE COMPANY” reserves the right to refuse delivery if the venue or site is deemed to be unsuitable. In such a case no refund will be given and the **full hire fee will be due.**

5. Liability & Insurance

5.1 ‘The COMPANY’ liability insurance covers use of the equipment for the entirety of the hire. This includes drop off, set up, usage and take-down.

5.2 “The CLIENT” agrees to indemnify the company for any damage or theft of the COMPANY’s equipment whilst on hire.

5.3 The COMPANY accepts no liability for any damage or loss of personal property and or any injury arising from the use of the hired equipment.

6. Contract Terms & Conditions of Hire

If the Client is in any doubt as to the meaning of the T’s & C’s, a representative from Your Special Occasion, should immediately be consulted before signing.

Terms and Conditions of HIRE

6.1 THE CLIENT will, during the period of hiring, be responsible for the supervision of the equipment, its care, safety from damage however slight or change of any sort, and the behaviour of all persons of all ages using the equipment whatever their capacity, including proper supervision of children. Your Special Occasion excludes any liability for injury loss or damage caused to any person using the equipment contrary to the terms and conditions of this Contract.

6.2 THE CLIENT shall not use the equipment for any purpose other than that described in this HIRING AGREEMENT and shall not sub hire or use the equipment or allow the equipment to be used for any unlawful purpose or in any unlawful way, nor allow anyone onto the equipment wearing shoes, carrying sharp objects, key-rings, metal studded clothing or any other similar items which could cause damage to others or the equipment.

No food or drink is to be consumed on or around the equipment, other than confectionery supplied by The Company, however, drinks can be consumed, providing any spillages are cleaned off immediately.

The Client will clear up any rubbish prior to collection of the equipment as The Company are not responsible for this.

No confetti balloons or bombs within the vicinity of the equipment.

No heaters, lighting, naked flames or candles near, on or around the equipment.

Terms and Conditions of HIRE

The CLIENT shall not use the equipment outside.

NO SMOKING OR PETS to be allowed anywhere near, on or around the party equipment. Any damage caused shall forfeit your damage deposit.

6.3 PUBLIC LIABILITY INSURANCE is excluded in its entirety following any claim or injury to any third party or employee whether directly or indirectly related to the use of drugs and/or alcohol.

6.4 CANCELLATIONS

IF THE CLIENT wishes to cancel the booking for whatever reason, within 7 days of the event, YOU WILL ONLY BE ABLE TO CHANGE THE DATE OF YOUR PARTY. NO REFUND WILL BE OFFERED.

6.5 The 'Company' does not include any repairs to the site unless caused by the negligence of myself, the company's employees, agents or contractors.

6.6 The Client shall not tamper with, move or adjust the structure of any of the equipment for hire, once in place, unless instructed by a member of the company.

Terms and Conditions of HIRE

7. Force Majeure.

7.1 The company will not be liable for any: Act of God including but not limited to tempest, fire, flood, storm or natural disaster; war, civil war, sabotage or act of terrorism; Government sanction, embargo, import or export regulation or order; Labour disputes, including strikes, lockouts, boycotts or other industrial action; or in the provision of any utility including power, gas, water, or communication services.

7.2 In the event of either the Company or the Client contracting Covid 19 or any other virus, a change of date or refund will be offered accordingly.