



TERMS AND CONDITIONS OF HIRE

DEFINITION:

The Company is Amchella Events and Sleepovers Ltd

The Client is the person or organisation hiring the Equipment from Amchella Events and Sleepovers Ltd.

'Equipment' is the tent(s) and all other materials specified on the Booking Form and nothing else.

'Period of Hire' is the period between completing the set up of the Equipment and beginning the dismantling. As agreed and documented on the Booking Form.

'Hire Charge' is the amount payable by the Client to the Company as specified on the Booking Form.

'Booking Form' is the form issued by the Company to the Client containing details of the Period of Hire and Hire Charge.

1. CONDITIONS

All orders are accepted subject to the Terms and Conditions of hiring as stated below and the Client by authorising or allowing work to proceed is deemed to have acknowledged this, unless variation is agreed and stated in writing.

2. THE COMPANY UNDERTAKES:

- To deliver the Equipment and proceed to erect it on or before the Set Up date shown on the Booking Form. Or agreed by variation.
- To dismantle and remove the Equipment from the site on or after the Dismantling date shown on the Booking Form. Or agreed by variation.

3. THE CLIENT UNDERTAKES:

- To pay a Deposit of £50 of the total balance on booking and to pay the balance in accordance with the Invoice on or before the due date. The Company reserves the right not to provide the Equipment should payment not be received.
- Not to enter the Equipment whilst it is being erected or dismantled by the Company.
- Not to use any lighting, heating, cooking or other gas or electrical appliances of any kind without the prior written consent of the Company.
- Not to light, or allow to be lit, any fire, candle or other naked flame within or close to the Equipment without the prior written consent of the Company.
- Ensure barbeque equipment or open fires outside are to be placed a minimum of eight feet from the Equipment and not left unattended whilst in use. There should be no naked flame inside the tent.
- No animals are allowed inside the Equipment or to urinate on the equipment.
- No smoking is allowed inside the Equipment.
- No mobile devices are to be left charging within or close to the Equipment overnight.
- Not to tamper with the structure or any part of the Equipment and in particular not to affix or suspend from the Equipment any item whatsoever without the Company's prior written consent.
- No food and drink is allowed inside the Equipment, without the prior written consent of the Company.
- The client is to keep the equipment on site at all times and not attempt to move the equipment to any other location without prior written consent of the Company; The client agrees to keep the Company fully informed of all material matters relating to the Equipment; not to use the equipment for any unlawful purpose.
- The cinema equipment should not be left outdoors overnight.
- The cinema equipment is not waterproof. Should the weather conditions be unsuitable for outdoor use (windy or wet weather) the equipment should be brought indoors where it can also be set up safely.

4. VARIATIONS

- For indoor events, the Hire Charge is based on the assumption that the Client provides a venue or room that is free from all furniture and of adequate space, and is served by a firm access road adjacent to the site with adequate hard-standing for vehicles.
- For outdoor events, the Hire Charge is based on the assumption that the Client provides a firm and level site of turf (or some other material not impervious to stakes and able to absorb rainwater) and is served by a firm access road adjacent to the site with adequate hard-standing for vehicles and is free from flooding, trees and overhead obstruction.
- If the client amends the quotation after initial booking has been made, the company reserves the right to recalculate the Hire Charge and delivery charge, and apply a revised amount to the balance due, to cover the cost of delivering additional equipment included under an amended quotation.

5. LOSS OR DAMAGE OR EXCESSIVE SOILING

- The Client shall throughout the Period of Hire be responsible for the maintenance and safe custody of the Equipment.
- The client shall leave the equipment in a clean and tidy state. A reasonable surcharge will be applied for cleaning if it is not and will be deducted from the damages and breakages waiver deposit and / or charged directly to the client.
- The Client must be satisfied with the Equipment before use and should notify the Company of any miscounts, incorrect deliveries or unacceptable Equipment before use.
- The client is responsible for any damage and loss caused to all hired equipment regardless of culpability, and therefore should the damages and breakages waiver deposit be insufficient to cover costs incurred by the Company. The client will be liable for all costs associated with this damage.

6. UNDERSTANDING

- The hire charge does not include making good any repairs to the venue or site unless caused by the negligence of the company servants, agents or contractors.

7. CANCELLATION

- Either party shall have the right to terminate this Contract without penalty within seven days from the date hereof subject to written confirmation of such termination being given by one party to the other within such period. In the event of such termination by either party the Company shall refund to the Client all sums paid by the Client to the Company by way of deposit or otherwise.
- Once the seven days referred to in the preceding clause has passed should either party cancel the contract, compensation will be paid of 50% of the Hire Charge save that if it is cancelled within 28 days prior to the Set Up date shown on the Booking Form the compensation will be the Hire Charge.
- For outdoor events, in cases of severe weather (high winds, thunder and lightning, freak weather), where there are weather warnings in place, and the safety of the Hirers and their guests is at risk, Amchella Events and Sleepovers Ltd, with the agreement of the client will look to find a suitable alternative Period of Hire or cancel the party and offer a full refund. This does not include cancellation due to rain, unless the rain causes flooding and the tents cannot be pitched, in which case, after inspection by an employee of Amchella Events and Sleepovers Ltd, a full refund will be given.

8. EXCLUSION OF LIABILITY

- The Company will make every effort to complete the erection of the Equipment on or before the Set Up date shown on the Booking Form provided that the Client has complied with the undertakings set out above. If the Equipment is not erected on or before the Set Up date shown on the Booking Form the Client shall have the right to withdraw and the Company shall return all monies paid. If the Equipment is not erected because of delays due to weather or other circumstances beyond its reasonable control the Company shall not be liable to pay further compensation to the Client.
- The Company will take all reasonable care to avoid damage to the Clients' own equipment but cannot be responsible for any loss suffered by the Client in respect thereof other than as a result of the negligence of the Company's servants, agents or contractors.

9. THIRD PARTY LIABILITY

- The Company will not be responsible for and the Client will indemnify the Company against all claims for the injury to persons or loss or damage to property howsoever caused unless it is proved that such injury or damage was caused by faulty material or workmanship or negligence on the part of the Company.
- The client agrees that the Company and employees, accept no liability for any personal injury or damage to any persons or property suffered during the Period of Hire. Your statutory rights are not affected.

- Amchella Events and Sleepovers Ltd hold no responsibility for the welfare of any persons attending the party and recommend adult supervision at all times. Anyone booking a party with Amchella Events and Sleepovers Ltd must be aged over 18 years and agree to be responsible for any minors in attendance.

I am over 18 years of age:

Name of Client:

Date of signature:

Signed: