



KidzPlay: Terms & Conditions (Bell Tent Hire)

Unless stated in writing all orders are accepted subject to the Terms and Conditions of hiring stated below. The client, by authorising or allowing work to proceed, is deemed to have acknowledged this. Please read all terms and conditions carefully before booking KidzPlay Events Crèche Bell Tent.

Definitions

'Company' means KidzPlay Events Creche.

'Client' is the person hiring the equipment from the Company.

'Equipment' is the Bell Tent and other materials specified in the invoice and nothing else.

'Hirer' is the party renting the Bell Tent from the Company.

'Period of hire' is the period between completing the set-up of the bell tent and the dismantling.

'Hire charge' is the amount payable by the client to the Company as specified on the invoice.

'Invoice' is the form issued by the Company to the client requesting payment of the hire charge and containing details of the equipment and period of hire.

Terms and Conditions as set out below.

The Hirer must be at least 18 years of age.

KidzPlay is hiring out its 6 metre Bell Tent. Any other materials required are listed on the invoice separately and are charged individually.

By hiring our Bell Tent you agree to keep to the contract signed and held between us. This includes but is not limited to ensuring the upkeep of the Bell Tent to a decent standard. We expect the condition of the Bell Tent to be the same as when it was hired out to you.

If any damages occur to our products you may be liable to any and all charges which may cover the expenditure of repairing or if necessary, replacing the product(s) that were damaged.

When hiring KidzPlay's Bell Tent, you are accepting the "hire charge". This price is calculated to include delivery, installation, disassembly and collection of the Bell Tent and all other equipment.

Any information you provide when placing an order is held in the strictest confidence. When placing an order, you are required to provide us with the following information: name, billing address, venue address and or delivery address, e-mail address for confirmation of the order and a telephone contact number. This information is used for delivery billing purposes and for fulfilment of your order. KidzPlay adheres to a strict confidentiality policy.

A non-refundable deposit of 25% of the total hire cost is payable on booking.

The balance plus a returnable security deposit of £100 is payable 28 days before the delivery date stipulated on the booking form. This covers damage, breakages or extra cleaning that may be required. This will be returned within seven days after the date of use, minus deductions if applicable. All deductions will be itemised.

Bookings received less than 28 days prior to the event will require payment to be sent in full alongside the booking form.

If you choose to cancel the booking, you must inform KidzPlay 28 days prior to the date of the Bell Tent hire.

Should you choose to cancel 28 days before the Bell Tent hire, you will be liable for 100% of the hire charges and will have forfeited both the 25% hire deposit and the £100 security deposit.

The Company Undertakes:

- 1) To deliver the Bell Tent and erect it on the set-up date stated on the booking form. 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 conversation to the client.
- 2) To dismantle and remove the Bell Tent from the site on date and time that is stated on the booking form.

The Client Undertakes:

- 1) To pay the deposit and pay the balance in accordance with the invoice. The Company reserves the right not to provide the equipment should payment not be received.
- 2) To provide the Company with either a plan showing the position in which the equipment is to be erected and all underground services and any apparent obstacles. To make available a representative on the site for that purpose. If no one on site is available, the Company will erect the Bell Tent in a more suitable place. In any event the client and not the Company will be responsible for any damage to underground cables or pipes.
- 3) Where appropriate to obtain a license from the local authority. Any requirements under the license must be notified by to the Company in writing at least 28 hours prior to the setup date. Should the Company, for any reason be unable to comply with these requirements then the client shall be notified and the contract shall be deemed to have been cancelled by the client.
- 4) If any part of the equipment includes electrical apparatus, the client undertakes to provide such power points or supply as maybe reasonably required by the Company within 25 metres of the equipment.
- 5) Not to enter the equipment whilst it is being erected or dismantled by the Company.
- 6) Not to use any lighting, heating, cooking or any gas or electric appliances of any kind within the tent without the prior written consent of the Company. Barbecue equipment and open fires outside are to be placed a minimum of 2.5 metres from the tent and not left unattended whilst in use.
- 7) Not to light or allowed to be lit any fire, candle or any naked flame within or close to the equipment.
- 8) No smoking is allowed inside the Company's tent.
- 9) No animals are allowed inside the Company's tent, without the previous consent in writing of the Company.

- 10) Not to tamper with the structure of any part of the equipment and in particular not to fix or suspend from the equipment any item whatsoever without the Company's prior written consent.
- 11) Once the Bell Tent is erected, it is at this point the rental of KidzPlay 6 metre Bell Tent begins and will be your sole responsibility. The Hirer will be responsible for the maintenance and safe custody of the Company's equipment from completion of erection until dismantling.
- 12) The Hirer 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 deposit and / or will be charged directly to the Hirer.
- 13) KidzPlay will not be held responsible for any loss or damages incurred by the use or misuse of KidzPlay 6 metre Bell Tent, you, the Hirer, have rented, however caused.
- 14) The Hirer is to keep the equipment on site at all times and not attempt to move the equipment to any other location.
- 15) The Hirer must report the loss or damage arising from fire theft or vandalism to the police immediately upon discovery and then to the Company within 24 hours.

Ownership

All equipment remains at all times the property of the Company. The Hirer may not supply or part with possession of the equipment or any part of it and may not allow any Lien or encumbrance to be created over the equipment.

Liability to Third Parties

The Company will not be responsible for and the Hirer will indemnify the Company against all claims for the injury to persons or loss or damage to property howsoever caused unless it be proven that such injury or damage was caused by negligence of the Company.

Force Majeure

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 sanctions embargo import export regulation order labor disputes including strikes lockouts, boycotts or other industrial action.
- Failure in the transportation of equipment, machinery or personal or in the provision of any utility including power gas water or communication services.

While every effort will be made by the Company to carry out any booking accepted, however, the full performance of it is subject to variation on cancellation by the Company consequent upon Act of God, War, Strikes, Riots, Lockouts, or any other disturbances. Fire, Flood, Storm, Gale or Tempest restrictions on the use of Transport, Fuel or the Power, Requisitioning Storage of materials or transport or labor or any other cause beyond the control of the Company.

Choice of Law

This contract will be governed by the laws of England and Wales and exclusive jurisdiction of the courts of England and Wales.

Other

The Company reserves the right to amend the website and terms of conditions at any time without prior notice, the Hirer's obligation not being limited to the above. The contract will be terminated in the event of non-payment or if there is a breach of terms and conditions. If any clause is deemed invalid it will not affect the rest of the terms and conditions.

Entire Agreement

This contract constitutes the entire agreement between The Company and The Hirer. No verbal representations or arrangements are recognized by the Company. Nothing in this agreement shall exclude or in any way limit:

- A) either parties' liability for death or personal injury caused by its own negligence.
- B) either party's liability for fraud or fraudulent misrepresentation: or
- C) any other liability which cannot be excluded by law.

This agreement sets forth the full extent of the Company's obligations and liabilities in respect of the equipment and is hiring to the Hirer. In particular there are no conditions, warranties or other terms, express or implied, including as to quality fitness for a particular purpose or any other kind whatsoever, that are binding on the Company except as specifically stated in this agreement. Any condition, warranty or other terms concerning the equipment which might otherwise be implied into or incorporated within this agreement, whether by statute, common law or otherwise is expressly excluded.

A booking may only be deemed valid once the Hirer is in receipt of a booking confirmation from the Company. The Company will provide a booking confirmation subject to availability and on receipt of the full completed booking form with a deposit from the Hirer. Should the Company not have availability then the deposit will be returned to the customer.

KidzPlay Events Creche hopes the Hirer will enjoy their time renting our Bell Tent.