

Terms and Conditions

Definitions

- 1.1) 'Client' means the individual, business, charity or other organisation making the booking for equipment, catering, entertainment, event management or other product or service.
- 1.2) 'Company' or 'Us / our' means Leisure King Ltd, its subsidiaries and/or sub-contractors.
- 1.3) 'Dry hire' means the hire of equipment without an operator/supervisor/referee or other member of staff to operate equipment hired. The client will operate the equipment after demonstration.
- 1.4) 'Manned hire' means equipment hired with an operator/supervisor/referee or other member of our trained staff.
- 1.5) 'Provisional Booking' An order placed with us via any means either verbally or in writing which we agree to subject to receipt of a deposit or full payment.
- 1.6) 'Confirmed booking'. Upon receipt of a deposit or full balance we regard your provisional booking as confirmed. A booking form alone does not constitute a confirmed booking.

Bookings, deposits and final payments

- 2.1) all items either dry hired or manned are hired are for a set period of time and remain our property at all times.
- 2.2) bookings made 15 days or more before an event require a non-refundable deposit (usually around 25%) at the time of booking, the balance being due as cleared funds 14 days before the event.
- 2.3) bookings made within 14 days of the event require full payment at the time of booking as cleared funds.
- 2.4) payments can be made in the form of bank transfer, credit card, and debit card. Cheques can be made, but must be received no later than 2 full weeks prior to the event.

Other Charges

- 3.1) any equipment being used in a public place (e.g. park or village green) will incur an additional security deposit of £200 made on a credit or debit card
- 3.2) any damage to, loss or theft (in whole or in part) of items will be charged at cost including any delivery charges incurred plus an additional administration charge of £30. Compensation may also be sought if damaged, lost or stolen items are required before replacements can be obtained.
- 3.3) cancellations incur charges as per our 'Cancellation' section below.

Cancellation

- 4.1) changing booking details may be possible without additional charge and we will do our best to accommodate you where possible. However, additional hours, ingredients, staff requirements or change of date may incur additional cost. If we cannot accommodate a change of date we will have to consider your booking as cancelled and the cancellation policy below will apply.
- 4.2) all cancellations incur a £15 administration fee.
- 4.3) deposits are not refunded.
- 4.4) cancelled bookings are subject to the following charges:
 - Within 2 weeks of event – 100% of total booking price
 - Within 4 weeks of event – 66% of total booking price
 - Within 6 weeks of event – 33% of total booking

Refunds

- 5.1) all refunds will be made via bank transfer or to the original credit or debit card. Cheques or cash will not be issued.
- 5.2) refunds will be made within 3 weeks of the refund being agreed upon by a manager, staff attending venues do not have the authority to authorise refunds.
- 5.3) refunds due to mechanical failure will be based on when the equipment failed and the level of use prior to failure. A full refund will be made if the equipment fails on arrival.
- 5.4) client responsibilities; you must contact us on the day of your event or the day after so we may begin an investigation into your complaint/request for a refund. Requests for refunds made more than 48 hours after your event may be refused. You must abide by our terms and conditions of hire and sign the necessary disclaimer agreement. Failure to do so may result in a claim for a refund being refused in certain circumstances.
- 5.5) in the event of some unforeseen circumstances (such as road closures, extreme weather events or vehicle breakdown) where we are fully or partially unable to fulfill our contractual obligations to you, partial refunds up to the full value of your order may be paid. No further compensation will be given under any circumstances. If the circumstances are due to failings whilst at your venue but out of our control (such as power failure, inadequate ventilation or lighting, lift failure etc.), no refund will be given.

Prices

- 6.1) all prices subject to the current rate of VAT.
- 6.2) all prices advertised are subject to change at any time, however quoted prices will be honored for 30 days subject to availability.
- 6.3) standard prices advertised are for hire of the equipment only, additional charges such as additional travel, staff and ingredients may apply.
- 6.4) discounts offered are subject to conditions stated at the time given.

Equipment, location and your responsibilities

- 7.1) the company reserves the right to substitute hired equipment with similar items when necessary. This will be done only in the event of damage, loss or theft from a previous hire where replacements and parts have yet to be received.
- 7.2) changes to product descriptions may occur at any time as product ranges are continually updated and improved. If you require specific dimensions and descriptions, please inform us of your requirements and we will do our best to inform you accurately.
- 7.3) all equipment hired is subject to specific product disclaimers stating required space, floor surface and conditions of operation. You MUST adhere to these rules at all times. All clients hiring items on a dry hire basis will be required to sign such a disclaimer, all those signing MUST have the authority of their organisation to do so and be over 18. Failure to do so will mean we have to remove the equipment and you effectively cancel your hire. Manned items come with an attendant who will ensure all conditions of hire will be met. Failure or refusal to acknowledge their requests will mean we have to remove the equipment and you effectively cancel your hire.
- 7.4) once set-up, equipment MUST NOT be moved without our agreement and instructions.
- 7.5) all electrical equipment being used outside MUST be under cover and protected from rain or snow.
- 7.6) equipment being hired overnight MUST be kept securely within an enclosed and lockable building and protected from all weathers.
- 7.7) the safety of our staff is important so they have our permission to stop operation (and remove equipment if necessary) if they feel the equipment, your guests or themselves are in any danger for any reason (such as from the behavior of others, excessive crowds, structural instability, adverse weather conditions). They will contact the organizer immediately. No refunds will be given in these circumstances.
- 7.8) some hired equipment is heavy / bulky and requires easy access for delivery and set-up. You will be informed at the time of booking and via a copy of the disclaimer with your booking form of these requirements. If your venue is deemed unsuitable (such as stairs or excessive loading distances) by our staff on arrival and you have not informed us, we reserve the right to refuse delivery and no refund will be made.
- 7.9) all equipment is to be returned in the same state, excluding expected soiling from weather and expected use. Excessive debris and dirt, not usually expected may incur an additional cleaning charge.
- 7.10) equipment is to be used solely for the purpose it is intended and no other use.
- 7.11) In the event of equipment failure, you MUST notify us immediately so we may endeavor to replace or repair it during its hire time. If this is not possible, our refund policy, as stated above, will apply. Failure to inform us at the time of failure may mean a refund is not given.
- 7.12) equipment MUST NOT under any circumstances be moved to another venue without prior agreement in writing.

Other

- 8.1) by placing an order with us and paying monies, it is deemed that you have read, understood and agree to all our terms and conditions. If you wish to change any of these terms and conditions of contract, you must state this in writing and receive a written agreement to the change from us, otherwise these standard terms apply.
- 8.2) we accept no liability for the damage to or loss of personal property and or injury resulting from the use of hired equipment or to third parties.
- 8.3) public liability insurance is only provided for manned hire. In the case of dry hire, our insurance is only valid whilst delivery, demonstration and collection occur, you must ensure you have adequate insurance cover for your event, and for damage, loss or theft of our equipment.
- 8.4) if any terms in this contract be invalid the remaining terms apply in full.

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