



Our terms and conditions of hire are listed below and will apply to all orders

Infinity Event Hire - Terms and Conditions (Un-Manned Hire items)

Please note: **Un-Manned** means there will be no representative of Infinity Event Hire on site to assist with/supervise the hire equipment. Full responsibility is therefore solely with the Hirer of the hire item/s. Please see below for full details.

All hire items supplied are on a hire basis only and title remains with Infinity Event Hire, hereafter also known as the Business.

The Hirer is the person named on the booking form/invoice. The Hirer is responsible for the safe keeping of the hire items in good condition whilst in their possession and takes responsibility for the hire items under these terms and conditions.

During the period of hire, the Hirer shall be solely responsible for the hire items, not any third party to whom shall take possession of the hire items, such as the reception/event venue/hotel/Florist. The Hirer shall be solely responsible for insuring the hire items are kept in good order from the time of receipt of delivery until back into the possession of the Business. The Hirer must therefore retain suitable premises to store the equipment safely and in good condition. The returns form must be filled in and signed and all hire items packaged in the boxes provided ready for collection/return.

Agreed hire rates will be maintained for the length on the contract unless agreed, in writing, by the Business. The Hirer may not extend the hire period without prior written permission; this extended hire will incur extra charges.

The Business accepts no responsibility for any injuries or claims by any third party whilst using its equipment.

The Hirer undertakes to ensure that no-one uses the equipment who is not instructed in its safe operation and to ensure that every user is in possession of instructional material (if any) supplied by the Business and will not allow the equipment to be misused.

It is the responsibility of the Business to provide a safe working environment for the event. If this is not available, the full amount will remain payable.

The Business's quote for any such hire charges is conditional upon the following:

Sufficient access is available for the unloading and positioning of the equipment

- The venue has the required access and area required to allow the equipment to be set up safely.
- The venue has flat, level firm ground which is suitable for the erection of the equipment.
- The area where the equipment is to be set up is clean and clear from anything that may cause injury or damage to the equipment or participants.
- The Business reserves the right to refuse to perform or operate the equipment if it believes the venue is unsuitable or unsafe.
- The Business will not be held responsible for any obstruction, nuisance or interference.
- Some hire items such as ice cream trikes can be bulky and heavy, please bear this in mind when considering a possible location. In certain cases the Business might be able to manage a couple of steps but a whole flight of stairs could be a problem.
- Bulky items such as ice cream trikes - please ensure that any doorways or access points are at least 1m wide.

Should the Hirer not comply with these requirements, it is the Business's discretion to either rescind the contract or make additional hire charges and the Business shall not be liable for any loss or damage arising from either the rescission of the contract or such increased charges.



Participants Behaviour

It is at the discretion of the Business as to whether the performance should be closed down and if this is the case, the full fee will be payable. This includes:

- The participants are acting in an abusive or aggressive manner.
- The participants are under the influence of alcohol or drugs.
- The conditions are proving to be too dangerous.

Allergies

Adults must supervise children when obtaining ice cream or confectionary if their child has any allergies whatsoever to nuts or dairy products, ice cream or toppings. It is the parent's responsibility to bring them to be served and to inform the member of staff serving any of the ice cream trike/sweet cart/hut/boat/table, that they have a particular allergy.

If any of the ice cream trike/sweet cart/hut/boat/table are hired un-manned, the Hirer must be held responsible and must inform any participants/guests of any important information regarding ice cream/confectionary ingredients and allergies. The Hirer must bring this to the attention of the participants/guests such ingredients in clear notices. Furthermore, the Hirer must also monitor any equipment that has been hired on an un-manned hire basis.

Loss or damage

The Business will take an agreed deposit from the Hirer's credit/debit card to cover a proportion of the value of the hire item/s required. Monies will be refunded back to the original deposit payment method upon the safe return of the hire item/s - subject to the item/s being received back in full working order and without damage.

In the event of any hire items requiring a repair as a result of the Hirer's negligence, misuse or abuse, then the Hirer shall bear the cost of any such repair. In the event that the hire item/s are damaged beyond economical repair, or are lost, the Hirer shall bear the full write off cost. The cost will be deducted from the deposit at the discretion of the Business.

If the deposit does not cover the cost incurred by the Business, it reserves the right to ask for the remaining cost and bring any such action to recover this loss. The Hirer's name stated on the invoice is the individual held liable for the equipment during the hire period. The Hirer will pay for any non-returns, damaged goods or breakages to the Business at full repair or replacement cost including delivery.

Weather Conditions

In the event of us being prevented from performing its obligations under these terms, due to inclement weather conditions, such as snow, wind, rain or any circumstances beyond our control, then the full fee shown, shall still be payable.

Public Liability Insurance

The Business has public liability insurance for 1 (one) million pounds and it is subject to the terms and conditions of this contract being complied with. 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.

Power Supply

Upon hiring electrical products, the Business must ensure that a main 13amp power supply is available unless a generator has been previously agreed. If a 13amp power supply is to be used the Business must ensure that it is within 50 meters from the main power source. Should no power supply be available, or the power supply



not be adequate to fulfil this contract, then the full fee shown on this contract shall still be payable by the Hirer. All electrical appliances have a P.A.T test as well as being subject to a visual and practical test prior to each hire.

Financial Settlement

Until the booking form (signed by the Hirer) and deposit is received by the Business then no booking will be deemed to have been made. The Business asks that a 50% deposit be paid at the time of booking with the remaining balance paid at least 1 month before the event date. If the balance of the payment has not been paid within the specified time, then the Business has the right to cancel the booking and withhold the deposit (please see below for further information on cancellation charges). Bookings within 1 month of the event must be paid in full at the time of booking.

If you wish to make an alternative payment arrangement, please feel free to discuss this when you speak to us at the time of booking.

Payments can be made by BACS, Credit card, Debit card, PayPal, Cheque or Cash. (Cheques made payable to: Infinity Event Hire).

Cancellations

Any cancellations must be received in writing and the following cancellation charges will apply:

- Deposits are non-refundable
- More than 1 month from the date of the event – 50% of the total invoice
- Less than 1 month from the date of the event – 75% of the total invoice
- Less than 7 days from the date of the event – 100% of the total invoice
- Cancellations must be made in writing and cancellation charges must be paid within 7 days of the cancellation.
- All cancellation surcharges can be used against a future booking within 12 months if the event is only postponed (subject to hire item/s availability). Please note: a new booking date between the Business and Hirer needs to be arranged within 21 days of the cancellation.

Delivery & Collection

The Business will provide a cost of delivery/collection based on a round trip mileage to/from the delivery destination specified by the Hirer. This cost is for delivery by the Business in their own vehicles and not an outsourced courier.

In the event that the Hirer chooses to organise their own transport, the Hirer must be aware that glassware collected or delivered back by an independent courier is not insured or covered by any courier business and therefore are sent at the Hirer's own risk. Any courier used by the Hirer must be guaranteed and have a tracking number. Any damaged items received back via an independent courier will be checked whilst in the presence of the courier driver. Any breakages will be noted as such at that time on the manifest and missing / damaged items charged accordingly. Extra charges may be incurred for out of hours and weekend deliveries and collections. Vehicular access to marquees / service tents, etc must be adequately provided for, particularly in wet weather.

The Hirer is responsible for checking goods upon delivery and shall notify the Business immediately of any discrepancies or damage. Complaints made after the return of goods will not be considered. Failed delivery attempts may incur additional delivery charges. Orders or part orders not ready for collection at the agreed time may incur extra hire and collection charges. Deliveries to third parties or unoccupied premises are made entirely at the Hirer's risk.



Insurance

It is the Hirer's responsibility to ensure that the equipment whilst on hire is fully covered by his/her own insurance, with regards to loss, theft, damage and public liability risks etc.

Deadlines

The Business will endeavour wherever possible to ensure that pre-agreed delivery and collection times are adhered to. However, the Business cannot accept responsibility for late deliveries or collections, due to unforeseen circumstances.

Liability

The Hirer shall indemnify the Business against any and every expense, financial loss, claim or proceedings whatsoever or damage to or loss of property arising out of the delivery, use, non-use, repossession, collection or return of the equipment or any part of it. The Business shall not be responsible for injury or damage to persons or property howsoever sustained unless it is proved that any such injury or damage arises from negligence on part of the Business.

Alternative supplier/products

If due to unforeseen circumstances the Business is unable to provide a hire item/s or provide a service due to reasons out of its control such as bereavement, illness, injury, vehicle breakdown or item/s broken /missing or non-returned or for any other reason, the Business will offer you an alternative similar hire item/s or service or it will endeavour to source another hire Business or service provider on our favored list that will supply the hire item/s or provide the service instead. Should the Business be unable to do either, a full refund will be given on that selected item/s or service (no further costs will be accepted/payable by the Business)

Publicity/Photographs

The Hirer authorises the Business to use publicity/photographs from your event within our marketing channels.

Force Majeure

The Business will endeavour to provide the services in accordance with these terms, but the full performance of these are subject to variation or cancellation by the Business in the event that there is an act of god, war, strikes, riots, fire, flood, terrorism, or any other causes which are clearly beyond the control of the Business.

Applicable Law

These terms and conditions shall be construed in accordance with the laws of England.

Changes to this contract

Any changes to the booking must be notified in writing and these hire terms and conditions are integral with the details outlined on this contract. Our customers are our first priority, if you have any problems with this document, please do ask us about it. Please complete below if you are in agreement to the terms and conditions stated above.

Full Name:

Signature:

Date: