



## **TERMS AND CONDITIONS OF HIRE**

### **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 Bownes Boot Camp.

1.3 'Dry' hire is the hire of equipment for the 'client' to operate and supervise themselves.

1.4 'Wet' hire is the hire of equipment or entertainment accompanied by a representative of the 'company' to supervise use of the booked equipment or entertainment.

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

2.2 By placing an order with us either verbally or via e-mail regardless of whether a booking form has been returned or deposit paid it is deemed that the customer has read, understood, fully agreed to and is bound by all our terms and conditions of hire.

2.3 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 in relation to the contracted event or a pro rata reduction in the hire fee in the event of delayed start. No further compensation will be paid irrespective of any loss of earnings.

### **Prices, Deposit & Balance Payments**

3.1 All hires are subject to a deposit of at least 25% (Deposit is non refundable).

3.2 The balance to be paid in full and cleared 7 days prior to the event start date unless approved account facilities are held.

3.3 Terms for approved account clients will be strictly 30 days from invoice date unless agreed in writing by the company.

3.4 Advertised prices are subject to change without prior notification.

3.5 The company reserves the right to charge interest on all overdue accounts at 2% above its banker's current interest rate.

### **Cancellations**

4.1 Any cancelled order is subject to the following cancellation charges Within 8 weeks prior to event 25% of order value Within 6 weeks prior to event 50% of order value Within 4 weeks prior to event 75% of order value Within 2 weeks prior to event 100% of order value



## **Equipment**

5.1 The company reserves the right to substitute hired equipment with equipment of a similar type and value without notice in the event of previous damage or loss of booked equipment.

5.2 All sizes quoted are approximate

5.3 All goods remain the property of the company at all times.

5.4 The company reserve the right to amend or alter any product specifications without prior notice.

## **Site Location, Facilities & Conduct**

6.1 Hired equipment will be set up in one location only as agreed on arrival and will not be moved once unloaded.

6.2 The company reserve the right to refuse delivery if the venue or site is deemed to be unsuitable by our delivery personnel or if the client has failed to notify the company of any delivery obstructions such as stairs or excessive loading distances from our vehicle to the installation site. In such a case no refund will be given and the full hire fee will be due.

6.3 The client is responsible for ensuring that suitable security and crowd control measures are in place prior to start of event.

6.3 The company reserves the right to cease operation and remove hired equipment from site if at any time a representative of the company feels that guests or clients conduct endangers the safety of the guests, clients, themselves or the safety of the hired equipment. In such cases no refund will be given and full contracted fees will be due to the company.

## **Liability & Insurance**

7.1 The company's liability insurance covers use of the equipment only whilst booked on 'wet' hire (supervised by a representative of the company).

7.2 The company accept no liability for any damage or loss of personal property from the use of the hired equipment.

7.3 Any equipment booked on 'dry hire' is not covered by the company's insurance policy and the client is responsible for suitable insurance cover.



7.4 To the maximum extent permitted by law but subject to the non-excludable consumer guarantees implied pursuant to UK Consumer Law, in no event will the Company or its employees, directors and agents be liable in respect of any claim for any indirect or consequential loss or damage, including without limitation personal injury, financial loss, or for any punitive, exemplary, special, incidental or consequential loss or damage whether such liability arises in contract, tort (including negligence), equity, breach of statute or statutory duty or breach of any consumer guarantees.

7.5 This waiver will be governed by in accordance with English law and any disputes relating to it shall be subject to the exclusive jurisdiction of the courts of England.