



Terms and Conditions of Business

Definitions and interpretation

In these terms and conditions unless the context otherwise requires the following expressions have the following meanings:

'you' 'your' 'yours' 'yourself' - means the customer to whom we have agreed to provide the Services.

'we' 'our' 'ourselves' 'us' - means Hire A Funfair Limited (Company No. 12686336) of 8 Marsden Park, York, YO30 4WX.

'ADIPS' – means The Amusement Device Inspection Procedures Scheme.

'Business Day' – a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

'the Charges' – means the charges set out in the booking confirmation form.

'the Event Date' – the date agreed by the parties for provision of the Services and as detailed in the booking confirmation form;

'the Services' - means the equipment and other related services detailed in our booking confirmation form;

'the Venue' – means the event venue detailed in the booking confirmation form.

'this Agreement' – means this agreement with you for the provision of the Services.

'these Terms' – means these terms and conditions to which this Agreement for the supply of the Services is strictly subject.

All other words and expressions are to be given their normal English meaning taken in the context of the Agreement and these Terms. Any dispute as to the meaning of a word is to be settled by reference to the Oxford English Dictionary.

Any reference to a clause shall mean a clause of these Terms unless otherwise stated.

In these Terms unless the context clearly indicates another intention:

- reference to one gender includes all other genders,
- reference to the singular includes the plural and vice versa,
- reference to writing includes fax, e-mail and similar means of communication,

The use of headings in these Terms is for convenience only and shall not affect the interpretation of these Terms.

Booking Confirmation

We will provide you with a booking confirmation form which will detail the Services that we have agreed to provide to you. Upon us agreeing to provide the Services and you accepting these Terms the booking confirmation form is to be signed by you.

Our obligations

We will:

- deliver, set up, operate, and dismantle the equipment.
- provide the Services with reasonable care and skill and to a reasonable standard in accordance with the recognised standards and codes of practice applicable at the time of carrying out the Services; and
- provide public liability insurance, generic risk assessments, and ADIPS certificates where applicable.

Your obligations

You must:

- provide us with full and safe access to the Venue for the purpose of providing the Services and ensure that the ground conditions are suitable for the provision of the Services.
- co-operate fully with us and provide us with all information reasonably required by us.
- provide us with 10 Business Days' notice of any change of your name, address, or other contact details.
- make available to us all facilities and services reasonably required by us to perform the Services; and
- obtain all necessary permissions, licenses and consents that may be required to enable us to perform the Services, the cost of which shall be your sole responsibility.

Price and payment

Payment for the Services must be made by BACS, cheque (with banker's guarantee card), debit or credit card.

Time for payment for the Services is of the essence and shall be as stipulated in our booking confirmation form or otherwise 25% of the price agreed is due when you sign the booking confirmation form ('the Deposit') with the remainder due 10 Business Days before the Event Date.

The equipment for the Services will not be booked by us for the Event Date until the Deposit is received by us. For the avoidance of doubt, we will not accept any responsibility for any lack of equipment or associated losses attributable to late payment of the Deposit.

If payment is not received on the due date, we shall be entitled to charge you interest (both before and after any judgment) on any overdue amount (on a daily basis) from the due date of payment to the date of actual payment (both dates inclusive) at the rate of 8.5 per cent per annum.

You agree to pay for the Services irrespective of any dispute or claim you may have with or against any third party (e.g. another contractor not employed by us).

Cancellation/Termination

You must notify us in writing of your intention to cancel the Services for the Event Date. The Services will only be cancelled when you receive our written confirmation of the cancellation, such confirmation not to be unreasonably withheld by us.

In the event of cancellation by you the following fees shall apply:

- The Deposit is non-refundable.
- 50% of the Charges where the Services are cancelled by you not less than 10 Business Days before the Event Date.

- 75% of the Charges where the Services are cancelled by you not less than 2 Business Days before the Event Date: and
- 100% of the Charges for cancellation of the Services on the Event Date.

We may terminate this Agreement if you commit a material breach of your obligations under this Agreement and/or these Terms and (where such breach is remediable) you fail to remedy that breach after being requested by us to do so. This is not an action that we will take lightly, but we will be entitled to terminate this Agreement if you frustrate us from carrying out the Services or it becomes unsafe for us to continue to provide the Services.

Limitation of Liability – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

We will only be responsible for any loss, damage or injury caused by our negligent act or omission or wilful misconduct.

Except in respect of injury or death of any person (for which no limit applies) our maximum aggregate liability to you shall not exceed the Charges.

If you do not instruct us to carry out a site visit prior to the Event Date, then we shall not be liable for any damage caused to the Venue as a result of poor ground conditions and shall be entitled to seek a full indemnity from you for any consequent claim that may be made by the owner or operator of the Venue.

Under no circumstances shall we be liable to you for loss of profits or other indirect or consequential loss arising from negligence or breach of contract.

For the avoidance of doubt nothing in these Terms shall affect your statutory rights as a consumer.

Force majeure

We shall not be liable for any delay in performing the Services under this Agreement if such delay is caused by circumstances beyond our reasonable control. In such circumstances we shall be entitled to a reasonable extension of time for the performance of the Services. Sometimes we will be unable to do what we have agreed due to something beyond our reasonable control. If this happens, we do not accept any responsibility for what has occurred.

Variations

We reserve the right to modify these terms and conditions. Any such modifications will only apply upon notification of those changes to you.

Waiver

Neither our failure to exercise any power given to us under these terms and conditions or to insist upon strict compliance by you with any obligation under them, shall constitute any waiver of any of our rights under them. Waiver by us of any particular default by you must be in writing and shall not affect or impair our rights in respect of any subsequent default of any kind by you, nor shall any delay by or omission by us to exercise any rights arising from any of your defaults affect or impair our rights in respect of the said default or any default of any kind.

Entire agreement

This Agreement supersedes all prior agreements arrangements and understandings between you and us and constitutes the entire agreement between us. No variation of any

provision of this Agreement shall be binding upon you or us unless agreed in writing between us.

Assignment

Save as expressly provided in this Agreement neither you nor we shall assign or otherwise transfer this Agreement or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other (such consent not to be unreasonably withheld or delayed);

We may enter into any sub-contract with any person for the provision of the Services and the performance of any part of our obligations under this Agreement. We shall not be relieved from any of our obligations to you under the Agreement by entering into any sub-contract for the provision of the Services or the performance of any part of this Agreement.

Notices

All notices which are required to be given hereunder shall be in writing and shall be sent to:

- you at the address provided by you in the booking confirmation form;
- to us at the address given above; or
- such other address in England as we may each designate by notice given in accordance with the provisions of this clause.

Any such notice may be delivered personally or by first class pre-paid letter or email and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by email transmission on the day of dispatch.

Severability

Notwithstanding that the whole or any part of any provision of this Agreement may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall (subject to deletion of the offending part) remain in full force and effect.

Governing Law

This Agreement shall be governed by and shall be construed in accordance with the laws of England and Wales.