

# “ABERDEENHOUSE PARTY HIRE” TERMS & CONDITIONS OF TRADE

## Definitions

1.1 The “Client” means the person/s, organisation or company hiring the activity/equipment from the “Company”.

1.2 The “Company” means Aberdeen House Party Hire.

1.3 ‘Unsupervised’ hire is the hire of the activity/equipment for the ‘Client’ to operate and supervise.

1.4 ‘Supervised’ hire is the hire of the activity/equipment accompanied by a representative of the ‘Company’ to supervise use of the hired activity/equipment.

1.5 ‘Activity/Equipment’ means any item of equipment or activity supplied by the Company under the terms of a Hire Agreement.

## Hire Agreement

2.1 By placing an order with us either verbally, via e-mail or online at [www.aberdeenhousepartyhire.com](http://www.aberdeenhousepartyhire.com), regardless of whether a booking form has been returned, it is deemed that the customer has read, understood, fully agreed to and is bound by all our contract terms and conditions of hire.

2.2 Responsibility for the accuracy and completeness of all booking details relating to the hire of the activity/equipment lies with the Client.

2.3 In the event of circumstances foreseen or unforeseen that prevent 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 a delayed start. No further compensation will be paid irrespective of any loss of earnings.

## Payment Terms

3.1 Payment can be made via online banking or cash up to 5 days prior to the event.

3.2 We do not accept payments by cheque.

3.3 Advertised prices are subject to change without prior notification.

## Cancellation

4.1 We will not apply a cancellation charge provided 7 calendar days' notice is given of any cancellation. If a cancellation takes place within 7 days of the event, we reserve the right to charge a \$25 cancellation fee.

4.2 If adverse weather conditions prevent the event from proceeding, no cancellation charge will be applied subject to the following criteria being met; (a) Cancellation is notified to the Company verbally at least 2 hours before the planned start time of the event, (b) The Company agrees that the weather conditions are unsuitable for the hire to proceed. Failure to meet one or both of these criteria allows the Company the right to apply a \$25 cancellation fee.

4.3 All cancellations or changes in the Hire Agreement must be notified by email and will only be accepted upon receipt of the email.

## Activity/Equipment

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

5.2 All sizes quoted are approximate.

5.3 All activity/equipment remains 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 activity/equipment will be set up in one location only as agreed on arrival and will not be moved once unloaded and set up, unless by prior agreement.

6.2 The Company reserve the right to refuse delivery if the venue or site is deemed to be unsuitable or due to insufficient space to install the activity/equipment by our delivery personnel or if the Client has failed to notify the Company of any delivery obstructions such as stairs/steps or excessive loading distances from our vehicle to the installation site. In such a case no refund will be given and the full contracted fees will be due to the Company.

6.3 Where an event exceeds 50 people the Client will be responsible for ensuring that suitable security, first aid cover and crowd control measures are in place prior to start of the event.

6.4 The Company reserves the right to cease operation and remove the hired activity/equipment from a site, if at any time a representative of the Company feels that

guests or clients conduct endangers the safety of guests, clients, themselves or the safety of the hired activity/equipment. At no time will any level of abuse directed toward our staff be tolerated. In all such cases no refund will be given and full contracted fees will be due to the Company.

6.5 The Client may, with the written prior permission of the Company, make charges to individuals for use of the activity/equipment. The Company or its representatives will not be responsible for receiving, handling, storing or securing of any monies related to these charges. In this instance this will be on the basis of unsupervised hire.

## Liability & Insurance

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

7.2 The Client agrees to indemnify the Company for any damage or theft of the company's activity/equipment whilst on hire.

7.3 The Company accept no liability for any damage or loss of personal property and or any injury arising from the use of the hired activity/equipment.

7.4 Any activity/equipment booked on 'unsupervised hire' (not supervised by a representative of the Company) is not covered by the Company's insurance policy and the Client is responsible for suitable insurance cover if it is required.

## Damages

8.1 If any of the hired activity/equipment, accessories or trailer(s) is damaged or lost during the period of hire the Client shall indemnify the Company for the full cost of repair of any damage done to any activity/equipment howsoever arising, which may occur during the period of the hiring as a result of the hiring. If the Client has made payment by credit or debit card then the Company reserves the right to make a charge to the credit or debit card used to make payment for the hire of the activity/equipment, or to send an invoice for the amount to the registered hire address on the contract, should payment not be received as per the invoice sent then the Company reserve the right to take legal action and all costs will be passed on to the Client.

## Miscellaneous

9.1 The Client will, during the period of the hire, be responsible for the supervision of the activity/equipment (unless supervision is provided by the Company), its care, safety from damage however slight or change of any sort, and the behaviour of all persons of all ages using the activity/equipment whatever their capacity, including proper supervision of children, to ensure children under school age use the activity/equipment separately to older

children or adults. The Client acknowledges that they have read and understand any relevant operating and safety instructions supplied with the activity/equipment. The Company excludes any liability for injury loss or damage caused to any person using the activity/equipment contrary to the terms and conditions of this Contract.

9.2 The Client shall not use the activity/equipment for any purpose other than that described in the hiring agreement, and shall not sub hire or use the activity/equipment or allow the activity/equipment to be used for any unlawful purpose or in any unlawful way.

9.3 The Client shall be deemed to have inspected the activity/equipment, (accessories and trailer(s) if supplied) and to have agreed that it is supplied in good condition unless he brings to the attention of the Company once setup and doing a walk-round inspection with a Company representative and any faults noted by the Client upon the reverse of the hire contract. Any fault not reported within this time will be deemed to be the responsibility of the Client.

9.7 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 prescribed medicines, illegal drugs, and/or intoxicating substances, i.e. alcohol.

9.8 In the event of an accident occurring, full written details must be recorded including, name and address of injured party, circumstances of accident, date and place of incident and a copy of the report to be sent to the Company.

9.14 At the end of the hire period, the Client shall be responsible for leaving the activity/equipment in a clean and tidy condition; otherwise the Company reserve the right to make an additional charge of \$20 for the cleaning and servicing of the activity/equipment, and any loss of hire costs.

9.15 In the event of the activity/equipment or any part thereof being rendered unfit for the use for which it has been hired, the Company shall not be liable to the Client for any resulting loss or damage whatsoever. Any refund offered for unusable activity/equipment will be entirely at the discretion of the Company and will be made in writing before any payment will be made.

## Complaints/Customer Queries

10.1 The Company are committed to providing you with high quality activities/equipment and service. In the unlikely event of a problem occurring during your 'event' please speak to the Company Director Philip John Thomson on 021 448439 and he will try his very best to resolve your issue.

10.2 If we hear of a problem after the event, we will take great care to look into the matter but cannot change the situation after the event.