

Standard Terms and Conditions

If there is in any doubt as to the meaning of the following, please contact Leisure Matters (Robotsoccer) Ltd before signing the hire contract.

Definitions

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

The “Company” means Leisure Matters (Robotsoccer) Ltd.

“Unsupervised” hire is the hire of the equipment for the Client to operate and supervise.

“Supervised” hire is the hire of the equipment accompanied by representatives of the Company to operate and supervise.

“Equipment” means any item of equipment supplied by the Company under the terms of a Hire Contract.

Hire Agreement

By placing an order with us either verbally or via email, regardless of whether a deposit has been paid, it is deemed that the Client has read, understood, fully agreed to and is bound by all contract terms and conditions of hire.

Responsibility for the accuracy and completeness of all order details relating to the hire of equipment lies with the Client.

The hire period, unless otherwise agreed, is as shown on the Hire Contract or after at the discretion of the Company. Any obstruction by the Client or guests causing unnecessary delay will be charged £35 per hour or part thereof.

In the event of traffic or other uncontrollable circumstances that prevent the Company from being able to fulfil the contracted obligations, the Company’s liability shall be limited to a refund of any monies paid in relation to the contracted event or 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

All hires are subject to a 50% deposit payable upon receipt of invoice. The balance is to be paid and cleared 14 days prior to the event start date.

Payment must be made either by debit/credit card (not American Express), BACS or cheque.

All prices are subject to VAT at the current rate.

Equipment

The Company will endeavour to supply equipment as ordered. The Company reserves the right to substitute the hired equipment with equipment of a similar type and value without notice in the event of previous damage or loss of ordered equipment.

All sizes quoted are approximate. The Company reserve the right to amend or alter any product specifications without prior notice.

All equipment remains the property of the Company at all times.

Site Location and Condition

The site should be level and free from overhanging trees, all debris, sharp objects and animal waste. If animal waste is found, the Company will charge the Client for the ground sheet used and this will then become the property of the Client at the end of the said hire.

All inflatable equipment at outdoor events are anchored to the ground with 30cm stakes. The site must therefore be clear of any underground services such as gas/water/electricity. The Client must advise the Company of the location of any underground services on the site where the equipment is to be erected. The Company will not be held responsible for damage caused to underground services by the erection of any equipment. The ground must be sufficiently firm enough to enable secure anchoring of the equipment.

There should be a minimum access width of 1 metre (or more for larger equipment – the Company will notify the Client of this upon placing the order).

The site must be within 30 metres of the delivery vehicle. Certain pieces of equipment e.g. slide and demolition ball must have immediate access.

Hired 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.

If equipment is sited indoors, there must be a minimum of 1.2 metres clearance all around the equipment and 30cm clearance above.

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 equipment 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 hire fees will be due to the Company.

Power

The Client is required to provide access to a working and tested 240 volt 13 amp power supply within 10 metres of the site. Each piece of equipment ordered will require its own connection from the equipment to the 240 volt 13 amp wall socket. The Company will supply 10 metres of cable if required. Further cable can be supplied by prior agreement. The Company cannot be held responsible, nor give any refunds, should the power supply be interrupted through fault of the power provider.

The Company will provide generators/fuel blowers for equipment being hired on a supervised basis, should the site location be on open land such as a field or park. A cost of £10 per generator/fuel blower will be made for each hour or part hour that the generator/fuel blower is in use.

Conduct

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 the start of the event.

The Company reserves the right to cease operation and remove the hired 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 equipment. At no time will any level of abuse directed toward our staff be tolerated. In all such cases, this will result in loss of full hire fee. No refund will be given.

The Client may, with the written prior agreement of the Company, make charges to guests for use of the 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.

Weather – Outdoor Events

The Company reserve the right to refuse delivery and/or installation of equipment if the forecast for the location of the event is for heavy/prolonged wet weather or high winds.

In the event of wet weather, when equipment has been hired on a supervised basis, the Company will liaise with on-site health and safety officials. Should it be deemed necessary, all electrical equipment will be turned off and equipment deflated or closed until conditions change as a measure of safety. Equipment will not be re-inflated if ground conditions are too soft to facilitate secure anchoring of the equipment.

In the event of wind gusts exceeding 20mph, when equipment has been hired on a supervised basis, inflatable equipment will be deflated immediately and inflated again if/when the winds subside.

The safety of clients, guests and staff will take priority at all times.

Cancellation or Changes

All cancellations or changes in the hire contract must be notified in writing or by email and will only be accepted from the franking date on the envelope upon receipt at our office or date of receipt of the email.

Any cancelled order is subject to the following cancellation charges:

- More than 14 days to the event date – 50% of contract total
- Less than 14 days to the event date – 100% of contract total

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 or deems the weather conditions unsuitable for the hire to proceed.

Failure to meet one or both of these criteria will result in loss of deposit.

Health and Safety

The Company work to all Health and Safety guidelines and will produce risk assessment documents outlining the possible risks and hazards for each item of equipment to be used on the day when hired on a supervised basis.

Liability & Insurance

The Company are covered with full Public Liability Insurance for equipment malfunction or neglect shown by The Company's staff only whilst booked on supervised hire. The Company's Public Liability Insurance Certificate will be available on the day of the event for inspection.

If equipment is hired on an unsupervised basis, it is the Client's responsibility to ensure adequate Public Liability Insurance is in place covering their liability arising from the use of the equipment.

The Company's 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.

All persons using the equipment do so entirely at their own risk and if in any doubt about medical ability, should seek medical advice prior to the event date.

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

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

Any equipment ordered on unsupervised hire is not covered by the Company's insurance policy and the Client is responsible for suitable insurance cover if it is required.

Damages

If any of the hired 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 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/debit card, the Company reserves the right to make a charge to the credit/debit card used to make payment for the hire of the 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, the Company reserve the right to take legal action and all costs will be passed on to the Client.