



# Hire Contract - Terms of Hire Bell Tents

## 1. 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 Moon Dreamers.

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.

1.5 The period of hire is from the agreed dates until the following day at an agreed time unless stated otherwise.

1.6 This contract is written in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.

## 2. Bookings

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

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, other than the non-refundable deposit, 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.

### 2.1 COVID-19 Pandemic

If your event is cancelled as a direct result of Government restrictions relating to COVID-19 we will find another suitable date for you or offer your full money back.

## 3 Prices, Deposit & Balance Payments

3.1 All hires are subject to a non-refundable deposit of £100 to secure your party date. We will require the booking form back and confirmation of terms of hire and Covid policy awareness.

3.2 The balance to be paid in full and cleared seven days prior to the event start date of the party.



3.3 In the unfortunate event the party is cancelled less than 6 full days before the party date no refund will be given, however, we will do our utmost to move your party, you will be given one opportunity of another date.

#### **4 Location, Set up, Facilities & Conduct**

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

4.2 *Moon Dreamers* reserve the right to refuse delivery if the venue or site is deemed to be unsuitable. In such a case no refund will be given and the full hire fee will be due.

#### **SITE AND RULES**

The site must be flat level firm ground with no drains, cables or other services under the surface or otherwise concealed. The Hire charges do not include any making good or repairing of damage to the site. You will have full permission and responsibility to attain permission for the land we set up on.

The 5m bell tent needs at least 6.5m to erect, this is your responsibility to measure.

We cannot erect a bell tent on artificial grass or patio.

The site must be able to be reached by car.

The Hirer is required to provide the Company with either a plan showing the position in which the tents or equipment are to be erected or we will choose a location.

The Hirer is required to select a site that is not susceptible to bogginess or has poor drainage. Any flooding caused is the responsibility of the Hirer.

If renting the cinema package you must provide power points or electrical supply as may be reasonably required by the Company within 15 metres of the equipment.

Do not use or allow any lighting, heating, cooking or other gas or electrical appliances.

No fires, smoking, candles or any form of lit object will not be permitted near the bell tent

To keep any part of the Equipment that is a tent completely closed and secure, in particular any door fastenings when not in use.

Not to tamper with the structure or any part of the Equipment and not to affix or suspend from the Equipment any items whatsoever.

We cannot be held responsible if there is a small leakage with heavy rain, the tent is fully waterproof.

In the event of rain, the hire will still go ahead, we will contact you if the wind force is to dangerous to proceed.



No red wine, nail varnishes, bubbles, slime, pens or anything that could stain the tent, you will take full responsibility if anything needs replacing.

## **Force Majeure**

Moon Dreamers shall not be liable for delay in performing or failure to perform its obligations if a Force Majeure Event occurs.

A Force Majeure Event is any matter beyond the reasonable control of the Company, including without limitation, storm, flood, fire, natural disasters or Act of God, pandemic or epidemic, accident, transportation delay, war, civil war, sabotage or act of terrorism, government or local government action, lack of power or other utility. Moreover, if the event for which the tents have been hired is cancelled or postponed for any reason, not only will the Company not be liable but any monies owed will still be due and owing by the Client.

## **5. Liability, Insurance**

5.1 *Moon Dreamers* liability insurance covers use of the equipment only whilst booked on 'wet' hire (supervised by a representative of the company).

5.2 The client agrees to indemnify the company for any damage or theft of the company's equipment whilst on hire.

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

5.4 Moon Dreamers tents and canopies are all tested and marked CE in accordance with the Toy safety Regulations UK 2011.

# **Hire Conditions**

## **6. Contract Terms & Conditions of Hire**

If the Client is in any doubt as to the meaning of the following, a representative from Moon Dreamers should immediately be consulted before signing

6.1 THE CLIENT will, during the period of hiring, be responsible for the supervision of the equipment, its care, safety from damage however slight or change of any sort, and the behaviour of all persons of all ages using the equipment whatever their capacity, including proper supervision of children. *Moon Dreamers* excludes any liability for injury loss or damage caused to any person using the equipment contrary to the terms and conditions of this Contract.



6.2 IN ALL HIRING CONTRACTS a refundable bond of **£100** in the form of a BACS payment is payable. Such bond to be returned to the Hirer within 24 hours of return of the equipment, unless the hired equipment and any accessories have been damaged or lost during the period of hire and in such circumstances the bond will be used in full or part payment of those repairs/ replacements. The Hirer shall indemnify Moon Dreamers for the full cost of repair of any damage done to any equipment which may occur during the period of the hiring.

6.3 THE HIRER shall not use the equipment for any purpose other than that described in the hiring agreement, and shall not sub hire or use the equipment or allow the equipment to be used for any unlawful purpose or in any unlawful way, nor allow anyone onto the equipment wearing shoes, carrying sharp objects, key-rings, metal studded clothing or any other similar items which could cause damage to others or the equipment. Do not allow cats or dogs inside or near equipment.

6.4 The HIRER is responsible for providing Moon Dreamers with all medical and dietary conditions for all children attending the sleepover party. Moon Dreamers takes no responsibility for any food, skin or material allergies when not notified in advance of the condition. The hirer is responsible to check that no person has a nut allergy and to check all facial products and food products in case they are made in a factory handling nuts.

6.5 The HIRER is responsible for the welfare of all children and persons under their care and Moon Dreamers will not be liable.

6.6 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.

6.7 IF THE HIRER wishes to cancel the booking for whatever reason, the following cancellation charges will become payable £100 non refundable deposit. If the party is cancelled less than 6 full days before the party date no refund will be given, however, we will do our utmost to move your party, you will be given one opportunity of another date.

6.8 It is not the attention of Moon Dreamers to violate any copyright laws and all themes are based on market trends

Signed by hirer/client: \_\_\_\_\_ Date: \_\_\_\_\_

Signed by Moon Dreamers: \_\_\_\_\_ Date: \_\_\_\_\_