

## Application

- 1) These terms and conditions apply to the provision of goods and services detailed in the quotation by Leisure King Ltd, a company registered in England and Wales, company number 07406491 and you, the client. Our contact details can be found at the foot of this document.
- 2) You accept these terms and conditions by agreeing to the contents of your quotation, either in writing or verbally and any other documents expressly referred to within it.
- 3) You agree to these terms and conditions to the exclusion of any other terms you try to impose or incorporate.
- 4) We may amend these terms from time to time so repeat clients should check for any changes every time you order from us.

## Definitions / Interpretation of Terms

- 'Client' means the individual, business, charity or other organisation making the booking for equipment hire, other related service or the purchase of goods, equipment or bespoke items.
- 'Company' or 'Us / our' means Leisure King Ltd, its subsidiaries and/or sub-contractors.
- 'Dry hire' means the hire of equipment without an operator/supervisor/referee or other member of staff to operate equipment hired. The client will operate the equipment after demonstration.
- 'Manned hire' means equipment hired with an operator/supervisor/referee or other member of our trained staff.
- 'Provisional Booking' means an order placed with us via any means either verbally or in writing which we agree to subject to receipt of a deposit or full payment within a stated time frame.
- 'Confirmed booking'. Upon receipt of a deposit or full balance we regard your provisional booking as confirmed. A booking form alone does not constitute a confirmed booking.
- 'Price' means the total amount payable by you in respect of this contract to us.
- 'Event out of our control' Means an event that we have no control over such as, but not limited to, industrial action, extreme weather conditions, terrorism, government restrictions or civil unrest.

## Terms of Payment, Deposits, Payments and Prices

- 13) The price for each contract is a fixed fee, as outlined in your quote.
- 14) In addition to the fixed fee, we can recover from you additional incidental expenses such as, but not limited to, parking fees, additional hours of service, repair or replacement fees for damaged equipment, the cost of additional materials required for provision of the service. Additional fees are subject to the same terms of payment agreed with you for your initial contract price.
- 15) All prices are subject to VAT at the current rate.
- 16) All fees are subject to a deposit payment of 25% for all non-bespoke products and services.
- 17) All bespoke or branded items will require full payment with order before any work by us can commence, you must ensure payment is with us by the cutoff date to ensure your products are with us in time for your event – any delay with payment may mean we cannot provide your goods in time but your balance will still be due.
- 18) All balances are due 14 days prior to the event date unless alternative terms of payment have been agreed and a credit account application has been received and accepted.
- 19) Any balances in excess of credit facilities will be required subject to our standard terms in section 16-18 above.

- 20) All deposits are non-refundable.
- 21) Payments can be made by credit or debit card, bank transfer or cleared cheque in GBP only.
- 22) Prices are subject to change at any time; however quoted prices will be honored for 30 days subject to availability.
- 23) We take reasonable care to ensure our prices are correct at the time of quoting, however, if a genuine and honest mistake has been made we reserve the right to change the price or cancel the contract. You also have the right to cancel the contract if you do not agree to the new price.

## Other Charges

- 24) Any equipment being used in a public place (e.g. park or village green) will incur an additional security deposit of £250 made on a credit or debit card which will be refunded to the same card on safe return of the item.
- 25) Any damage to, loss or theft (in whole or in part) of items or equipment will be charged at cost including any delivery charges incurred plus an additional administration charge of £30. Compensation for loss of business may also be sought if damaged, lost or stolen items are required before replacements can be obtained.
- 26) Cancellations incur charges as per our 'Cancellation' section below.
- 27) We reserve the right to charge interest on all overdue accounts at 2% above the base lending rate of the Bank of England until the balance due is paid in full.
- 28) Additional charges may be incurred prior to the event if event details change and these additional charges will be due for payment as per our standard terms above.
- 29) Any unexpected parking fees incurred, not previously charged, will be invoiced after the event at cost. Any delay setting-up due to us searching for suitable parking, when parking has previously been arranged by you, will not be compensated or refunded.
- 30) If your event runs over schedule and we are delayed with set-up, pack away or have to extend our running time or if you have not arranged a suitable clear path for us to exit the building allowing us to leave promptly, you will be charged after the event according to our standard pricelist for any additional service hours incurred. If we are unable to run over time due to other commitments we cannot be held responsible for any disruption or disappointment this may cause.

## Sub-contracting and Assignment

- 31) We can, at any time, assign, transfer or sub-contract all or any of our rights under these terms and conditions and can sub-contract or delegate any or all of our obligations to any responsible third party.
- 32) You must not, without our prior written consent, assign, transfer, charge or subcontract or deal with in any other manner with all or any of your rights or obligations under these terms and conditions.

## Termination / Cancellation and Refunds

- 33) We can terminate this contract immediately if you
  - a. Breach any of the terms and conditions of this contract
  - b. Fail to make payment by the due day
  - c. If we become aware of your pending or actual insolvency or face bankruptcy. In these circumstances you must tell us if you face insolvency or bankruptcy as soon as it becomes likely

- 34) Changing booking details may be possible without additional charge and we will do our best to accommodate you where possible. However, additional hours, ingredients, staff requirements or change of date may incur additional cost. If we cannot accommodate a change of date we will have to consider your booking as cancelled and the cancellation charges below will apply.
- 35) All cancellations incur an additional £50 + VAT administration fee.
- 36) Cancelled bookings are subject to the following charges:
  - Deposits are non-refundable
  - 100% of price if within the last 14 days from date of event
  - 66% of price if between 2 and 4 weeks from date of the event
  - 33% of price if between 4 and 6 weeks from date of event
- 37) All refunds will be made via bank transfer or to the original credit or debit card. Cheques or cash will not be issued.
- 38) Refunds will be made within 3 weeks of the refund being agreed upon by a manager, staff attending venues do not have the authority to authorise refunds.
- 39) Refunds due to mechanical failure will be based on when the equipment failed and the level of use prior to failure. A full refund will be made if the equipment fails on arrival.
- 40) Client responsibilities; you must contact us on the day of your event or the day after so we may begin an investigation into your complaint/request for a refund. Requests for refunds made more than 48 hours after your event may be refused. You must abide by our terms and conditions of hire and sign the necessary disclaimer agreement. Failure to do so may result in a claim for a refund being refused in certain circumstances.
- 41) We will not be held responsible for late delivery or collections due to events out of our control and we will not offer compensation or refunds if an event is cancelled due to an event outside our control.

## Intellectual Property

- 42) We retain all copyright and intellectual property of goods and services supplied in connection with our contract.
- 43) Where bespoke or branded goods are being designed by us and then supplied to you, we retain the intellectual property and copyright until full payment is received.

## Equipment, Health & Safety and Your Obligations

- 44) Health and safety documentation is available prior to the event on request. It is your responsibility to ensure your venue has all the documentation they require prior to the event. If our staff or equipment is refused entry for this reason we will not be held liable and no refund will be given.
- 45) You are responsible for obtaining any licenses or permits required for your event and to share them with us where appropriate for display.
- 46) We reserve the right to substitute hired equipment with similar items when necessary. This will be done only in the event of damage, loss or theft from a previous hire where replacements and parts have not yet been put in place. We will contact you prior to the event to inform you of any changes.
- 47) Changes to product descriptions may occur at any time as product ranges are continually updated and improved. If you require specific dimensions and descriptions, please inform us of your requirements and we will do our best to inform you accurately.

- 48) All equipment hired is subject to specific product disclaimers stating required working area, floor surface and conditions of operation, such as maximum number of users and safe operation. You MUST adhere to these rules at all times. All clients hiring items on a dry hire basis will be required to sign such a disclaimer, all those signing MUST have the authority of their organisation to do so and be over 18. Refusal to do so will mean we have to remove the equipment and you effectively cancel your hire. Manned items come with an attendant who will ensure all conditions of hire will be met. Failure or refusal to acknowledge their requests will mean we have to remove the equipment and you effectively cancel your hire. Our operator's decision is final and your safety is paramount. In the case of events out of our control, our operator will suspend activities until only re-open if safe to do so. We reserve the right to refuse entry onto an activity where a person condition or behavior is not compatible with the disclaimer requirements, again our operator will suspend activities and only open again when it is safe to do so.
- 49) Our staff have the right to work in a safe environment and will not tolerate any verbal or physical abuse. In the case of such abuse, they will contact the organiser and inform them the activity will close for the remainder of the event. No refunds will be given. It is the organiser's duty to ensure that our staff and equipment are safely escorted from the premises by a member of security or by the organiser when security personnel are not present.
- 50) Once set-up, equipment MUST NOT be moved without our prior agreement and instructions.
- 51) All electrical equipment being used outside MUST be under cover (excluding items designed for outdoor use such as inflatables) and protected from rain or snow or hot sunshine. It is the client's responsibility to ensure there is an adequate power source. We can assist with this on request. However, equipment failure due to poor power supply will not be refunded unless the power source is from our own generators.
- 52) Equipment being hired overnight MUST be kept securely within an enclosed and lockable building and protected from all weathers. Our insurance does not cover items hired overnight so you MUST ensure our equipment is suitably covered on your insurance policy.
- 53) The safety of our staff is important so they have our permission to stop operation (and remove equipment if necessary) if they feel the equipment, your guests or themselves are in any danger for any reason (such as from the behaviour of others, excessive crowds, structural instability, adverse weather conditions). They will contact the organiser immediately. No refunds will be given in these circumstances.
- 54) Some hired equipment is heavy / bulky and requires easy access for delivery and set-up, within 30m of our vehicle drop-off point. You will be informed at the time of booking and via a copy of the disclaimer with your booking form of these requirements, if not already discussed prior to booking. If your venue is deemed unsuitable (such as stairs or excessive loading distances) by our staff on arrival and you have not informed us, we reserve the right to refuse delivery and no refund will be made.
- 55) All equipment is to be returned in the same state, excluding expected soiling from weather and expected use. Excessive debris and dirt, not usually expected may incur an additional cleaning charge.
- 56) Equipment is to be used solely for the purpose it is intended and no other use.
- 57) In the event of equipment failure, you MUST notify us immediately so we may endeavor to replace or repair it during its hire time. If this is not possible, our refund policy, as stated above, will apply. Failure to inform us at the time of failure may mean a refund is not given.
- 58) Equipment MUST NOT, under any circumstances, be moved to another venue without prior agreement in writing.
- 59) All items, either dry hired or manned, are hired for a set period of time and remain our property at all times.

## Liability and Indemnity

- 60) Our liability, under these Terms and Conditions shall be limited as set out in this section.
- 61) Our liability is limited to the total amount of fees payable by you under the contract.
- 62) We will not be held responsible for and delay or failure to perform our obligations due to an event outside of our control. If our obligations can be met at a later date we will attempt to carry out these obligations, subject to availability on the new date.
- 63) By placing an order with us and paying the fee, it is deemed that you have read, understood and agree to all our terms and conditions. If you wish to change any of these terms and conditions of contract, you must state this in writing and receive a written agreement to the change from us, otherwise these standard terms apply.
- 64) We accept no liability for the damage to or loss of personal property and or injury resulting from the use of hired equipment or to third parties.
- 65) We accept no liability for the loss of profits or anticipated profits, loss or damage to data, reputation, goodwill, business interruption or to any third parties.
- 66) Public liability insurance is only provided for manned hire. In the case of dry hire, our insurance is only valid during delivery, demonstration and collection, you must ensure you have adequate insurance cover for your event outside of these times including for damage, loss or theft of our equipment or to the equipment of our sub-contractors.

## Severance, law and jurisdiction

- 67) If one or more of these terms is deemed to be unlawful, invalid or unenforceable, the remaining terms will remain in force.
- 68) This agreement is governed by the law of England and Wales and any disputes will be subject to the jurisdiction of the English and Welsh courts.

- ⇒ Registered number: 7406491
- ⇒ VAT No. 124 6671 16
- ⇒ Registered office: Blue Rocket, 8 Twistleton Court, Priory Hill, Dartford, Kent, DA1 2EN.
- ⇒ Trading address: Unit 3, May Avenue Industrial Estate, Northfleet, Kent, DA11 8RU

Effective Date: 13/03/2020