Russell Up Events Ltd

Terms & Conditions for Hire & Safety Regulations 2020

***1. Definitions***

1.1 -**The Client” -**refers to the hirer, person or organisation placing an order for equipment or entertainment with "The Company”.

1.2 - “**The Company”**- refers to Russell Up Events Ltd.

1.3 - “**Wet Hire”**- refers to equipment or service hired by the client but operated and supervised by the company. A manned hire. This includes items with the words "with staff" in the item title or where you have booked event staff at an additional charge, and will be displayed on your item list, under event staff hire, on your booking confirmation with the duration booked.

1.4 - “**Dry Hire”**- refers to equipment or service hired, operated and supervised by the client themselves. An unmanned hire.

***2. Ordering***

2.1 - By placing an order either online, verbally over the phone, via email or any other method it is deemed and understood that the client fully agrees and bound by these terms and conditions, cancellation policy’s and enters into a contract with the company.

2.2 - When booking online our system will show the client the availability of our equipment or service for that day and not our ability to deliver these at specific times. The company will let you know ASAP if we are unable to fulfil your order or specific time frames.

2.3 - When placing an order please ensure you have the land owners/venues permission. Copies of our insurance, testing, or risk assessments are available prior to the clients booking date. If you require a copy of any of the above please email us at info@russellupevents.co.uk, as these documents are not always available from delivery and set-up staff.

2.4 - Please note that if your venue requires forms to be filled in we will require adequate time for this to be done due to the high demand and turnaround of our business.

***3. Delivery and Collection***

3.1 - Our standard delivery time is between 8:00am and 12:00noon and latest free collection is up to 19:00pm garden hires. Due to the large area we cover we are unable to take specific timings, unless hiring a venue, but requests may be made and notes added to your booking where we will do our best to accommodate these. However we cannot guarantee install and collection times and we make it clear these are approximate, and we will contact you if there are any changes to be made to the times provided to you.

3.2 - For bookings with a later finish time other than our standard collection times we offer an overnight service at an additional charge on a selected number of products only. Overnight hires are limited and on a strictly first come first served basis so should be booked at the same time as making the initial booking, Subject to availability of the product being hired. This service cannot be added on the day and the area in which the product is to be left over night must be totally secure and lockable..

3.3 - All services and equipment booked will be delivered, inspected and set up on site by our delivery team. Once set up, the client or their representative must then sign for the delivery by signing our terms of hire.

3.4 - By signing for the equipment or service, the client or the representative acting on their behalf are confirming that they are happy with the equipment, location and service and that everything has been left in full working order and is fit for purpose.

3.5 - Once the equipment has been signed for, any breakages, damages, losses, theft (including overnight) will then be liable for the client to pay the full value for either repair or replacement.

3.6 - Any damages or faults found to the equipment on receipt of the goods must be reported within 2 hours of receipt by email, failure to do so will accept that you have continued using the product and have accepted the condition of the equipment is fit for purpose.

3.7 - Please ensure you have adequate access for the equipment you are hiring. Some of our equipment such as larger inflatable’s require at least a 1.5m access point or may even need our delivery team to drive direct onto the site or installation point. We will not be held responsible if there is inadequate access and the client will not be liable for a refund.

3.8 - The client must not refuse the collection of the equipment for any reason.

3.9 - All company items and equipment are left in the responsibility and care of the client from the time they are delivered until the time that they are collected. If collection is delayed for any reason the client is still responsible until the items are collected.

3.10 - Our delivery team has strict and tight delivery schedules so need to be able to commence set up of our equipment straight away once on site. Any delays could become chargeable at a rate of £10 per every ten minutes or delivery refused and no refund given.

3.11 - If a collection time is agreed for next day or at a certain time with the client, failure to attend or respond to us will result in a full day hire charge being added to your invoice as this could cause delay or failure to deliver for another event.

3.12 - As we offer an overnight hire service this sometimes means that our equipment can be collected and then delivered either wet or dirty. This may mean the equipment is then cleaned or wiped down on site at the next delivery or be left to dry. Please allow at least 2 hours before your event for this just in case.

3.13 – All equipment shall not be hired out to any other client except the client it was hired out to on the booking confirmation without the written consent of the company.

3.14 - PARKING CHARGES - Please note when ordering equipment for delivery, The client must supply a parking space to unload and set equipment up. This will include supplying a visitors parking pass (if necessary), pay for car park tickets or meters etc. If no parking is available and the driver receives a parking ticket this will be sent on to the client for a full payment. If the delivery address is on a red route the items will be returned to our warehouse with full payment due. If there is no parking available an additional charge will be added upon booking.

***4. Delays, Breakdowns and Damages***

4.1 - All delivery and collection times are approximate and the company will always try its best to ensure our delivery teams run on time and within their delivery time slots; however, due to situations and issues outside of the company's control such as traffic problems, delays at previous deliveries, vehicle breakdowns, etc. the company will not be held responsible or liable for any losses or costs incurred by yourselves or any forms of additional compensation. No further compensation will be paid to the client irrespective of any loss of earnings caused. The company recommends that the client allows 2 hours either side of your delivery and collection to ensure the smooth running of your event.

4.2 - In the event of any mechanical or breakdown of equipment either before or during your event which prevents or limits us to fulfil our contracted obligations, our liability shall be limited to a pro rata refund of any monies paid in relation to the contracted item or equipment to which we are unable to provide. Where a breakdown occurs during an event, a pro rata refund for the remaining time booked will be applied based on the start and finish times we have from you. Any refund will also be limited to the specific item at fault and not the booking as a whole. This also includes generator failure, only being limited to the cost of the generator affected and not any of the items to which it is due to power. The company highly recommends the use of additional backup generators or backup power sources.

4.3 - All breakdowns or faults must be reported to the company ASAP via a phone call and in writing via email by the client. The equipment should not then be used unless advised by the company that it is safe to. The company will dispatch, where possible, someone to inspect the fault, and provide a replacement subject to availability on the day. We will aim to fix or replace the item within 2 hours of reporting the fault. However this is only subject to availability on the day of the clients hire, if we cannot fix the fault any reduction of our fee is at the discretion of the company, and limited only to the percentage of time the equipment is inoperable.

4.4 – An additional cleaning/damage fee of £30.00 will be deemed payable by the client if Stickers/Logos/Decal/Cello tape is used on the inflatable’s or any other equipment (excluding the Dance Floors)

4.5 - If you wish to put any vinyl stickers/decals/logos etc onto our Dance floor it is subject to a consultation and approval by Russell Up Events Ltd. There would be a £300.00 damage deposit required at the time of booking, this would then be returned after the floor is deemed clean and fit for purpose by a Russell up manager. Please let us know at the time of booking if you wish to add any details to the Dance Floor.

4.6 - All machines hired on a dry hire must be returned in the condition it was received, a cleaning/damage charge of £30.00 will be applied if any item is returned to us in any condition other than the way it was originally supplied.

***5. Equipment and Ownership***

5.1 - All sizes and measurements quoted are approximate and are to the best of the company's knowledge.

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

5.3 - The Company reserves the right to alter, amend or change the product specifications without prior notice.

5.4 - The company reserves the right to substitute any booked equipment or service with another piece of equipment or service of a similar type and value without prior notice in the event the booked equipment or service is unavailable. The company will always try to advise of this as soon as possible.

5.5 - The Company reserves the right to use any images or photos of our equipment or service regardless of who took the photo and where it is displayed. We will not seek permission to use these and they may be used within our future marketing efforts, social media or product images. This also includes any images taken by ourselves while on site.

***6. Location***

6.1 - The space required to operate the equipment safely will be larger than the equipment size and this information can be found online under the individual product descriptions or by contacting the office. It is the client’s responsibility to check that they have enough space and also the correct surface to operate the equipment booked, inflatable’s outdoors have to go onto real grass to ensure they can be anchored down and meet BSEN 14960:2013 fully.

6.2 - On delivery, if the surface, space or venue isn't suitable the equipment will not be set up, delivery will be refused and a full charge will be due from the client. This includes any provisions the client has failed to inform the company such as stairs, obstructions, excess distance to site (over 50m), no parking facilities, rough ground surface, inadequate space etc.

6.3 - On delivery the equipment will be set up in one agreed location and will not be moved once unloaded and erected. Under no circumstances should the client attempt to move, relocate or reposition the equipment as this could then make the equipment unsafe and cause injury and/or death.

6.4 - It is the client’s responsibility to ensure that suitable security and crowd control measures are in place prior to the start and during the event.

6.5 - It is the client’s responsibility to inform the delivery team prior to the start of delivery of any underground services present on site. Many of our equipment uses metal pegs, up to 500mm long, which are inserted into the ground to secure them safely. The company will not accept responsibility or cost of damage caused by these.

6.6 - Where the delivery needs to go through a house, property or any other area, our drivers will take the utmost care; however, any damage caused will not be accepted by the company as their responsibility and this will be down to the client to repair, replace and take responsibility for. Therefore we would advise any fittings, furnishings or other items are removed or covered with a protective material, especially the floors, so a trolley with the equipment can be wheeled to the required set-up point.

***7. Power requirements and Generators***

7.1 - The majority of our equipment requires a power supply in order to operate. This is normally taken by a household 13amp 3 pin plug or a 16amp socket. The number of sockets required will depend on the type and number of equipment ordered; if you are unsure please check with the office. We use extension leads of 25m to connect the power and the equipment after this a generator would be required.

7.2 - If using a generator our equipment require 16 amp sockets. It's the client’s responsibility to ensure the generator rating is powerful enough for the equipment hired, these are the required amounts of 16amp sockets needed with suitable leads and connectors. We also strongly recommend the use and booking of a backup generator should you have any issues.

7.3 – If a generator requires refuelling during the hire period the client must ensure someone capable is able to do this. We advise that regular checks should be carried out on the generators fuel levels during the hire period and they should not be allowed to go any lower than ¼ of a tank.

***8. Health and Safety and Supervision***

8.1 - When placing a booking the client must have checked and understood all health and safety documentation from us and also from your venue for the clients booking date. If you require a copy of any of the above please email the hire to go ahead. Copies of our insurance, testing, or risk assessments are available prior to us attending at info@russellupevents.co.uk. If you have any queries please contact us before booking. Any restrictions placed on the client after booking to which we weren't informed of at the time of booking and placed in writing with the client will not be accepted as a valid cancellation reason and normal cancellation fees will apply.

8.2 - All our policies and insurances are available prior the clients event hire. However, due to renewal or testing dates these may become out of date for your event date. Once new documentation is received the client can request new copies.

8.3 - Appropriate clothing must be worn by all users of our equipment at all times. This includes making sure all users wear socks and all exposed skin is covered to avoid burns, injury or friction burns. During hot weather inflatable’s and PVC can become extremely hot. If the inflatable becomes too hot it mustn't be used until the temperature has cooled.

8.4 - The following items are not allowed onto the inflatable’s at any time, shoes and sharp objects, such as toys and glasses, silly string, streamers, freshly painted faces, food, drink or chewing gum, washing up liquid or any form of washing substance.

8.5 - All equipment must be supervised at all times by at least one responsible and competent adult over the age of 18 years old. Certain or larger pieces of equipment at larger events will require additional supervision with at least one member at each entrance and exit. If the client wishes not to do this then they shall accept the risk themselves and the responsibility shall fall on the client. If the client wishes then we can provide event staff on request at an additional charge, subject to availability.

8.6 - If also hiring staff please note they are there to operate and supervise the equipment safely and are not there to mind, watch or be responsible for children or the clients/venues property. Whilst they will endeavour to ensure safety at all times they cannot guarantee against any accidents or loss of property.

8.7 - Not all items are available for dry hire and they will include a member of our staff for a set period. This will be indicated with the words “inc staff” in the product title.

8.8 - The company reserves the right to remove or stop operating any equipment where it is felt the conduct of guests endangers the safety of other guests or users or for any other reason the company may see fit. In these cases no refund will be offered.

8.9 - The supervisor, should that be the client or a member of the company, must ensure that no persons climb on any of the safety walls or roof of the inflatable’s. Any persons caught doing so will be asked to leave the inflatable and not be allowed back on.

8.10 – The client should not let children or adults spray any inflatable with water, i.e. from toy water pistols or hose pipes, etc, this will increase the risk of danger to the customer on the inflatable.

8.11 – It is the client’s responsibility for ensuring that adequate first aid facilities are available on site if necessary.

8.12 – It is the client’s responsibility for ensuring that safety barriers are fitted around equipment if required, unless otherwise written agreement is in place with the company.

***9. Liability and Insurance***

9.1 - The Company provides £10 million pound worth of public liability insurance which covers the equipment only and not the users. It is the client’s responsibility to ensure that they have adequate insurance cover in place to cover every aspect that could arise including accidents to the users and the public

9.2 - The client agrees to indemnify the company for any damage or theft of the company's equipment whilst on hire. Our insurance theft cover doesn't cover our equipment whilst on hire therefore the client is responsible for the cost of repair or replacement in full.

9.3 - The client agrees to indemnify the company from any claims including but not limited to property damage, accident or injury claims for users or the public.

9.4 – Our Public liability cover shall be deemed invalid if any persons other than employees of the company have set up the equipment. Therefore we cannot allow the client to pick up and return equipment themselves.

9.5 - If you require a copy of our public liability insurance for your venue/hall please email us prior to your booking date at info@russellupevents.co.uk, as these documents are not always available from delivery and set-up staff.

***10. Weather***

10.1 - The Company’s policy is to turn up to all bookings regardless of the weather. Our service is to provide you with the equipment and service as promised. We cannot be held responsible for adverse weather on the day and no reduction in our charges or refunds will be offered. The invoice will still be deemed payable in full by the client.

10.2 - If hiring inflatable’s, none of our equipment must be operated in wind speeds exceeding 24mph, or lower for certain types of units, as stated by the trading body The British Inflatable Hirers' Alliance (BIHA). This is to ensure we fully meet the EU law and to ensure all our equipment is operated within safe conditions and minimise the risk of accident or injury.

10.3 - During periods of heavy down pour of rain our equipment must not be used. The client must wait for the period to pass and then dry all equipment before using again.

***11. Quotes, Deposits, Payments, Balances and Prices***

11.1 - All prices listed online are subject to change without any prior notice.

11.2 - All orders require a 25% deposit and must be paid at the time of booking. Any orders without a deposit will be deemed cancelled and made available for other customers to hire.

11.3 - All deposits and booking fees are non-refundable and will be lost on cancellation.

11.4 – For all bookings, excluding weddings, the balance of monies must be paid for in full 14 working days prior to the event hire, unless prior written agreement is made with the company.

11.7 – For weddings, the balance of monies must be paid for in full 6 weeks prior to event hire, unless prior written agreement is made with the company.

11.8 - The Company is unable to offer any credit facilities, so all remaining balances must be paid in full before the event date. Any remaining balances may result in court action to recover any monies due and interest charged at 2% above the bank of England current rate.

11.9 - An administration fee of £40.00 will be added to the outstanding balance required.

***12. Cancellations***

12.1 - Under UK law in general, a client has the right to cancel an order, service or product within 14 days of placing an order. However, due to the nature of our business, the hire of our products and services are exempt under the exemption of leisure service activities on specific dates. The exemptions helps protect traders with limited capacity per date and are limited in ability to resell or fill the capacity should the client change their mind. This cover includes but is not limited to performance tickets, car hire, wedding venues etc. Traders may also be able to offer the ability to cancel but at Russell-up Events Ltd in the case of hiring specific products, goods or service on a specific date we do not accept cancellations.

A cancellation within 8 weeks - 25% of the total invoice needs to be paid

A cancellation within 4 weeks - 50% of the total invoice needs to be paid

A cancellation within 2 weeks – 100% of the invoice needs to be paid

***13. Complaints and Problems***

13.1 In the unlikely event that you are unhappy with any aspect of our equipment or services provided then please make your delivery team aware and do not sign for any of the equipment until you are happy with the resolution offered by the company. *When signing for equipment you are signing to confirm that you are happy with*the equipment, location and service and that everything has been left in full working order and is fit for purpose. Any claim made after will not be accepted nor any refund offered.

13.2 - If you have any problems during the event or are unhappy in any way you must report this ASAP via phone and in writing via email in order for us to try and put this right. Any claims made after the hire period will not be accepted.

13.3 - Any damages or faults found to the equipment on receipt of the goods must be reported within 2 hours of receipt by email, failure to do so will accept that you have continued using the product and have accepted the condition of the equipment is fit for purpose.

***Around the current outbreak and spread of COVID-19 (additional clause amendment 16/03/2020)***

Due to the current coronavirus situation we are closely monitoring the government advise regarding any public events/mass gatherings being cancelled. We are allowing all of our customers to postpone their events and reschedule on the bases that we have been notified in writing via email within 1 week of the event date.

All events can be rescheduled up to one year of the original booking date, and move across any payments already made to the new date. All products are subject to availability at the time of the new booking. If your original products are not available then do not panic we have over 300+ products available to hire so rest assured we can still make your event just as special and fun!

**PLEASE DO NOT BOOK WITH RUSSELL UP EVENTS LTD UNLESS YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS IN FULL.**