

## General

- (a) The contract is for the hire and/or sale of equipment detailed on the contract. The parties to the contract are:
- (i) The Hirer, as an individual or an organisation whose official representative will be the signatory of the contract.
  - (ii) Blue Sky Event Solutions Ltd (Registered No. 07092029) with registered office at Suite 3, Aireside House, Aireside Business Centre, Royd Ings Avenue, Keighley BD21 4BZ. No changes or additions shall be effective. Any condition not enforced or deemed invalid will not affect other conditions.
- (b) All equipment hired remains the property of Blue Sky Event Solutions Ltd at all times. Purchased equipment remains the property of Blue Sky Event Solutions Ltd until full payment is received by Blue Sky Event Solutions Ltd.
- (c) Where the Hirer is in breach or subject to insolvency or liquidation proceedings, Blue Sky Event Solutions Ltd may terminate the contract and collect equipment without affecting any rights to recover monies owing or breach of contract damages.
- (d) Acceptance of goods and services from us implies that you have accepted our current Terms & Conditions.

## Charges

- (a) Hire charges will be for periods of 3 days (72 hours) or one week (7 days) or multiples, including Bank Holidays, as detailed on the hire contract. All charges quoted are subject to VAT at the current rate.
- (b) Delivery and collection will be charged at current Blue Sky Event Solutions Ltd rates. Failed delivery and collection attempts will be charged at current rates.
- (c) All outstanding payments, including VAT, will be paid on demand.
- (d) Deposits will be requested as security on equipment hired and will be used against any outstanding payments. Any balance due is refunded back to the original source of the funds on return of equipment in sound/clean condition.
- (e) A minimum £100 non-refundable deposit payment will be required to secure & confirm your order.
- (f) Any parking fines or other parking costs incurred due to inadequate provisions made by the organisers of the event for delivery and collections by Blue Sky Event Solutions Ltd will be re-charged to the Hirer.
- (g) Any equipment unavailable for inspection or collection, after a reasonable time, will be deemed to be lost and a charge will be made to the Hirer equal to the current replacement value of the equipment. The Hirer agrees to pay for all equipment loss, repair and cleaning (see clause h). Hire charges will continue until full payment is made.
- (h) Equipment must be returned by the Hirer to Blue Sky Event Solutions Ltd in the same condition that Blue Sky Event Solutions Ltd supplied it to the Hirer. Any catering equipment, crockery, cutlery or glassware items returned by the Hirer to Blue Sky Event Solutions Ltd in an unwashed state will be liable for a 'return-dirty' charge which is currently 20% of the hire value of these items.
- (i) All cancellations must be confirmed in writing at least 14 days before the hire equipment is due to go out on hire. In the event of a cancellation, the following cancellation charges will apply;
- 14 days or more prior to delivery – no charge payable by Hirer (with the exception of the non-refundable deposit)
  - Up to 10 days prior to delivery – 30% hire cost payable by Hirer (plus the non-refundable deposit)
  - Up to 5 days prior to delivery – 50% hire cost payable by Hirer (plus the non-refundable deposit)
  - Up to 72 hours prior to delivery – full hire cost payable by Hirer (plus the non-refundable deposit).
- (j) Our website offers the facility for users to order and make payment online using major debit and credit cards. This website uses a deferred payment system, of which the user is informed at the point of checkout, whereby a member of the Blue Sky Event Solutions sales team will manually approve or decline the order – this normally takes place the same working day that we receive your order placed online. If the user's order is approved by a member of our sales team, at this point the user's debit or credit card is charged accordingly and the order is confirmed in writing. If the user's order is declined by a member of our sales team (Blue Sky Event Solutions reserves the right to reject the user's order for whatever reason), the user is informed in writing by a member of the sales team and no payment is charged to the user's debit or credit card. Being as no payment has been charged to the user's debit or credit card, no contract for goods and/or services has been entered into by Blue Sky Event Solutions and, therefore, Blue Sky Event Solutions has no responsibility or liability to the user.

## Charges cont'd

(k) On our individual product pages, we also offer a 'slight damage waiver fee' and 'return dirty fee' on applicable products. These are optional extras. Should you wish to benefit from one or both of these, simply ensure that the relevant box is ticked before proceeding. The current rates for these are 2.5% of the value of the equipment hire for the slight damage waiver fee, and 10% of the value of the equipment hire for the return dirty fee.

## The Hirer

(a) Adequate delivery and collection access will be provided by the Hirer. Any loading, unloading, set up or break down assistance provided by Blue Sky Event Solutions Ltd is at the Hirer's risk.

(b) The Hirer or his signatory will check quantities and condition of equipment on delivery and sign the contract to confirm agreement. Any damage or shortfall must be agreed, noted on the contract and signed off by both parties.

(c) The Hirer accepts full responsibility for the security and safe use of the equipment until collection or return to Blue Sky Event Solutions Ltd.

(d) The Hirer shall return all crates and boxes supplied by Blue Sky Event Solutions Ltd. Failure to return these items will result in a charge for their full replacement value being made to the Hirer.

(e) The Hirer agrees to insure all equipment on a full replacement basis against loss and theft. All insurance claim proceeds to be paid to Blue Sky Event Solutions Ltd on demand.

## Blue Sky Event Solutions Ltd

(a) Agreed hire rates will be maintained for the length of the contract.

(b) Appropriate instruction on the safe use and operation of the equipment will be provided by Blue Sky Event Solutions Ltd. Blue Sky Event Solutions Ltd does not accept responsibility for any loss or injury caused by the use of company equipment.

(c) All powered equipment will undergo appropriate testing and inspection in accordance with relevant statutory requirements prior to commencement of hire.

(d) Whilst Blue Sky Event Solutions Ltd will make every endeavour to supply equipment as described in the current catalogue and website, all items are offered subject to availability. Circumstances may lead to alternative products being supplied, but they will conform to the same standards.

(e) If equipment cannot be supplied on the agreed date because of circumstances beyond its reasonable control, Blue Sky Event Solutions Ltd shall return all monies paid and not be liable to pay further compensation to the Hirer.

(f) The liability of Blue Sky Event Solutions Ltd for any claims made by the hirer will not exceed the contract charge and does not extend to any consequential or financial loss caused by late or non-delivery, unsuitability, breakdown or lawful repossession.

*Version update: November 2020*