# **DEAL A PARTY.com**

# **Booking Terms & Conditions**

### **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 Deal A Party.com 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 and operate the booked equipment or entertainment.

### **Bookings**

- 2.1 All equipment remains the property of the company at all times.
- 2.2 By placing an order with us either verbally or via e-mail regardless of whether a booking form has been returned or deposit paid it is deemed that the customer has read, understood, fully agreed to and is bound by all our terms and conditions of hire.
- 2.3 In the event of traffic or other uncontrollable circumstances preventing us from being able to fulfill our contracted obligations our liability shall be limited to a refund of any monies paid 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 irrespective of any loss of earnings.
- 2.4 The liability of Deal A Party.com 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.

#### Prices, Deposit & Balance Payments

Due to the nature of the business there are numerous variables to consider for each event such as, date & time, distance, location, duration, power source, multiple bookings and attire. Please contact us in order for us to provide you with a detailed quotation specifically tailored to your event.

- 3.1 The quotation price includes delivery, set up and collection.
- 3.2 All hires are subject to a minimum Booking Fee of 25% (Booking Fee is non refundable)

- 3.3 The balance is to be paid in full and cleared no later than the date of the event date unless approved account facilities are held.
- 3.4 Terms for approved account clients will be strictly 30 days from invoice date unless agreed in writing by the company.
- 3.5 Advertised prices are subject to change without prior notification.
- 3.6 The company reserves the right to charge interest on all overdue accounts at 2% above its banker's current interest rate.
- 3.7 All prices are subject to VAT at the current rate.
- 3.8 Any variations by the client to the booking shall be made in writing no less than 5 days prior to the date of hire and

#### **Cancellations**

4.1 Any cancelled order is subject to the following cancellation charges Within 28 Days prior to event 25% of order value Within 10 Days prior to event 50% of order value Within 72 hours prior to event 100% of order value

#### **Equipment**

- 5.1 The company reserves the right to substitute hired equipment with equipment of a similar type and value without notice in the event of previous damage or loss of booked equipment.
- 5.2 All sizes quoted are approximate
- 5.3 All goods remain the property of the company at all times.

#### Site Location, Facilities & Conduct

- 6.1 Hired equipment will be set up in one location only as agreed on arrival and will not be moved once unloaded.
- 6.2 The client is responsible for checking adequate space for siting of equipment and prior to booking.
- 6.3 The company reserves the right to refuse delivery if the venue or site is deemed to be unsuitable by our delivery personnel or if the client has failed to notify the company of any delivery obstructions such as stairs or excessive loading distances

from our vehicle to the installation site. In such a case no refund will be given and the full hire fee will be due.

- 6.4 The client is responsible for ensuring that suitable security and crowd control measures are in place prior to start of event.
- 6.5 The company reserves the right to cease operation and remove hired equipment from site if at any time a representative of the company feels that guests or clients conduct endangers the safety of the guests, clients, themselves or the safety of the hired equipment. In such cases no refund will be given and full contracted fees will be due to the company

### Power Supply

- 7.1 All electrical equipment requires a 240-volt power supply within 50 metres of the site of the equipment.
- 7.2 If this is not possible and generators are required, please contact us in advance to ensure that you are aware of the correct generator specifications. Alternatively, we can supply generators at an additional cost. Please contact us for details.

## Liability & Insurance

- 8.1 The company's liability insurance covers use of the equipment only whilst booked on 'wet' hire (supervised by a representative of the company).
- 8.2 The client agrees to indemnify the company for any damage or theft of the company's equipment whilst on hire.
- 8.3 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.
- 8.4 Any equipment booked on 'dry hire' is not covered by the company's insurance policy and the client is responsible for suitable insurance cover.

#### Data Protection

9.1 The data we gather from customers helps us continually improve the service you receive from the Company. We use the information to handle enquiries, deliver services, process payments, communicate with you about bookings, services and promotional offers, update our records and generally maintain your accounts with us and enable third parties to carry out technical, logistical or other functions on our behalf. Please visit www.dealaparty.com for additional information.