



## TERMS & CONDITIONS OF HIRE

Page 1 of 5:

**DEFINITION.** In the following agreement IMAGINE INFLATABLES, their sub-contractors or agents will be referred to as the leaser. Companies or individuals hiring the products of IMAGINE INFLATABLES will be referred to as the hirer, "Equipment" means any products hired from the leaser and will normally consist of inflatable structures, tensile tents, event stations, banners, lighting equipment and any article of similar kind, together with ropes, pegs, anchors ordinarily used in support of any articles previously mentioned.

**INSURANCE.** The hirer undertakes that all the equipment will be insured throughout the period of hire or any extension thereof. The insurance cover must be for public liability and the value of the goods against loss, fire and theft. The hirer shall not, during the period of hire use or suffer the equipment to be used in contravention of the terms and conditions of the insurance policy. In the event of a claim, the hirer shall procure the payment of all monies payable to the insurers to the leaser. The hirer also agrees to reimburse the leaser any financial loss suffered by the leaser to the extent that the amount is not covered by the aforesaid insurance policy.

The hirer agrees to pay any additional insurance charges which may be incurred for the use of equipment from a third party.

The hirer agrees that the equipment will not be used in a manner which would be considered dangerous and render void any insurance policy or Contract in place.

**WEATHER.** Weather conditions are a primary consideration in outdoor events. Operating guidelines are supplied by the leaser with the equipment. The hirer however, must also incorporate his/her own judgement, common sense and knowledge of local weather conditions throughout the duration the equipment is in use. The hirer is also responsible for a reasonable anticipation of any adverse change of weather conditions which affects the safe use of the equipment. The on-going observation of any changes in weather is of particular importance where public safety could be threatened.

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Page 2 of 5:

**RESPONSIBILITIES OF THE HIRER.** The hirer will inform the leaser immediately of any loss or damage to or fault developing in any of the equipment.

The hirer shall follow the instructions supplied for installation of equipment supplied and the hirer shall take extra care to ensure

- i) Correct inflation at all times.
- ii) Correct anchorage to suitable fixing points or use of ballast.
- iii) Used only during business hours by a person who is designated capable of installing the equipment and following instructions OR if outside these times with an equally competent person in attendance on site.
- iv) Proper deflation, wrap-up and storage overnight in a secure indoor location.

In the case of equipment (inflatables) sustaining damage which affects the optimum pressure automatically controlled by the fan blower, then use of the item shall be discontinued immediately.

No repair work, mechanical, electrical or otherwise should be carried Out by the hirer on any of the equipment without the prior written consent by the leaser.

Heating or cookery equipment is NOT to be used inside tensile structures/event stations without prior written consent from the leaser.

The hirer will be responsible for the reasonable care of the lesser property during the period of hire.

The hirer will be responsible for any breaches of law (including Health and Safety) relating to equipment during the period of hire.

The hirer will not to allow any other person or organisation to use or sub-hire the equipment who has not been approved by the leaser as an authorised hirer.

It is the responsibility of the hirer to gain permission from the landlord to use the inflatable on land that is not owned by them.

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Page 3 of 5:

**RETURN OF EQUIPMENT OPERATED AND INSTALLED BY THE HIRER.** All equipment shall be ready for return on the date agreed, or sooner if demanded by the leaser (such demand not to be made by the leaser without reasonable cause).

The hirer shall ensure that the equipment will be available for collection (by the leaser appointed carriers) with all components placed back in the transportation case. The hirer shall co-operate with the transport company in the process of returning hired equipment.

The equipment will be returned by the hirer in a clean and tidy condition, leaser accepting a degree of fair wear and tear and the effects of prevailing weather conditions during the period of hire.

If for any reason unacceptable to the leaser the goods are not ready for collection at the end of the agreed hire period, the hirer shall pay a daily rental charge until the equipment is returned. In addition, all extra costs incurred by the leaser for recovery of the equipment will accrue to the hirer.

**THE HIRER ACCEPTS.** it will be the responsibility of the hirer to establish that the equipment is the correct specification and fit for the appropriate use it is intended to be put. It will be deemed that the equipment was supplied in good condition unless notice to the contrary is given within 24 hours.

The hirer should not hold himself out to be an agent or servant of the leaser for any purpose.

Notwithstanding the aforesaid warranties, the leaser shall NOT be liable for any consequential or indirect loss whatsoever arising out of this contract.

The leaser will endeavour to fulfil every contract. However, the performance of the contract is subject to variation or cancellation by the company in consequence of trade disputes, fire, act of God, war, civil emergencies, breakdown, failure or restrictions of the use of transport, fuel or power or any other cause beyond reasonable expectation or control of IMAGINE INFLATABLES.

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Page 4 of 5:

These terms shall not operate to reduce the hirer's entitlement in respect of the warranties implied by law in the contract.

Any accidents involving third party persons and property must be reported to the leaser within 24 hours. If requested, an Accident Report Form must be completed giving full details of the incident. The hirer agrees to co-operate fully in any investigation or legal proceedings.

The leaser is the owner of the products supplied for hire. The leaser holds product and public liability insurance cover.

### **IN CIRCUMSTANCES WHERE THE LESSOR (IMAGINE INFLATABLES) IS ENGAGED IN THE INSTALLATION OF EQUIPMENT**

**THE SITE.** All prices and quotations are based on the assumption that:

- a) The site is served by a firm access road with adequate hard standing.
- b) The site is firm, level, free from flooding, obstructing trees, ground and overhead cables.
- c) The site is without buried pipes or other concealed services which might suffer damage occasioned by the transport, erection, use of and dismantling of equipment.

The hirer will be solely responsible for all damage to the surface and cultivations of the site. If in any doubt as to the suitability of a particular location, the hirer should obtain a site survey and establish written clarification as to the schedule of location.

**POSITION OF EQUIPMENT.** In reasonable time before IMAGINE INFLATABLES erects any equipment, the hirer shall inform IMAGINE INFLATABLES where precisely on the Site the equipment is to be erected. In the absence of such information, IMAGINE INFLATABLES shall be at liberty to erect the equipment in such a position as is considered fit. If thereafter the hirer desires IMAGINE INFLATABLES to erect the equipment in a different position on the site, IMAGINE INFLATABLES may accordingly re-position the equipment if there is a reasonable time in which to do so before the period of hire (or event) commences. IMAGINE INFLATABLES will then be at liberty to charge to the hirer the reasonable cost of doing so.

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Page 5 of 5

**INSTALLATION AND DISMANTLING.** In the circumstances that the services of IMAGINE INFLATABLES are engaged for the purpose of installation/inflation adequate labour force will be provided. Only in exceptional circumstances and by special arrangement will IMAGINE INFLATABLES allow the hirer to carry out this work on behalf of IMAGINE INFLATABLES. Removal will be effected as soon as possible, but on occasion of delay of removal all equipment will be the responsibility of the customer/hirer until collected.

**CANCELLATION.** The leaser will consider any fair and reasonable request from the hirer in situations where a cancellation is requested. It will remain at the leaser discretion as to whether any deposits paid in advance are refundable.

**ADVERTISING AND PROMOTION.** The leaser reserves the right to use any photograph or other representations of the Equipment in connection with its marketing and publicity material, on the basis that any such material shall not be detrimental to the hirer.

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