

**Terms and Conditions for Furniture/Arcade Games/Pub Games/Garden Games hired from
Evo Inflatables Ltd**

Please sign and return to Evo Inflatables Ltd, or simply email us with acknowledgement that you
have read the Terms and Conditions outlined below

Definitions

"The Company" is Evo Inflatables Ltd.

"The Customer" is any company or organisation to which Evo Inflatables Ltd is contracted to supply goods and/or services.

"Goods" are any items that are the subject of any contract between Evo Inflatables Ltd and the customer, regardless of ownership.

"The contract" is any written or verbal agreement between the customer and Evo Inflatables Ltd for the latter to provide goods and/or services.

Hire

1. Hire goods remain the property of the company at all times.
2. During the continuance of the hire period, which shall commence from time of delivery and end when the goods are recollected from site, the customer shall be responsible for the safe keeping and maintenance of the goods in good and substantial repair and condition.
3. Any damage caused to hired goods, beyond reasonable wear and tear, will be the responsibility of the customer. Any repair work necessary as a result will be chargeable.
4. In the event of any loss or damage to any of the accessories to the games, a charge will be made for their replacement. As an example, the Velcro footballs that go with the Giant Foot Darts cost £30 each to replace. We will go through with you on arrival any specific items and highlight how many you started with.
5. In the event of the total loss, or irreparable damage, of any hire goods for any reason whatsoever, the customer shall be responsible to the company for the full value of such goods plus the hire charge. It is the customer's responsibility to insure against such risk.
6. The company will make every endeavour to affect deliveries and collection of hired goods at the times requested by the customer, but will not under any circumstances accept liability for any delay or failure to deliver or collect, nor for any expense caused to the customer by such delay.
7. The company reserves the right to substitute alternative goods if for any reason the goods are not in a condition to go out on hire, this is only in extreme circumstances and this will be discussed with the customer first.
8. It is the customer's responsibility to inform the company when hired goods are ready for collection. The hire period will not end until such collection is affected.
9. All hire charges quoted are per week/per month/per event and no reductions or refunds will be made after the commencement of the chargeable period.
10. Acceptance of this quotation becomes an order and is thus subject to a cancellation fee as shown: Within 31 days of the event – 50% of the hire charge is payable. Within 14 days of the event – 75% of the hire charge is payable. Within 7 days – 100% is payable.
11. It is the customer's responsibility to ensure that adequate access is provided to the company both upon delivery and upon collection of hired goods, and to ensure that such goods are available for collection at the appointed time.
12. It is the customer's responsibility to inform the company of a suitable parking area for deliveries and collections in order to minimise the risk of parking penalties being issued. In this event – penalty notice costs will be passed on to the customer.

13. Any delays caused to the company upon delivery and/or collection and any additional journeys that may result will be subject to additional charges.
14. Credit facilities will not be offered on hire contracts unless previously agreed in writing. Payments MUST be made in advance. Any failure on the part of the customer to make such payments on time will result either in the hired goods not being delivered, or, in the case of goods already on site, being removed without prior notice.
15. Payment in part or in full of any contract to supply goods/or services herein referred to shall be deemed to mean acceptance in full of these terms and conditions.
16. Payment terms with the exception of hire contracts are strictly as negotiated. The company reserves the right to charge interest at the rate of 3% per month on overdue accounts.
17. In the event of a customer being in default of payments, the company reserves the right to hold any of the customer's goods against such payments. If the payment is not forthcoming within a reasonable period, the company may, at its absolute discretion, sell off all or part of such goods, as agent for the customer, and set the proceeds against the monies due and any costs so incurred. Upon accounting to the customer for any balance outstanding, the company will be discharged from all liability whatever in respect of the goods.
18. The company shall be relieved of its obligation to perform any contract to the extent that the performance is prevented by failure of the customer to pay, fire, severe weather conditions, industrial dispute, labour disturbance, a pandemic or any other cause beyond the reasonable control of the company. We will look for a like for like alternative date if your event needs to be postponed due to a pandemic or other unprecedented situation. No refunds will be given in these cases.
19. No employee of the company, whilst in the course of his or her duties, shall be held separately responsible under any circumstances whatsoever for any liability for loss, damage or other default outside his or her reasonable control.
20. Shortages and damages to hired equipment will be charged at the full replacement value. No substitute items will be accepted as a replacement by the owner.
21. These terms and conditions can only be changed with the written approval of a director of the company. The terms and conditions can only be changed by the company and with written approval.

Special Offers

Does not include carriage. No cash alternative is available. Offer cannot be used in conjunction with any other promotion by Evo Inflatables Ltd. This promotion may be varied or withdrawn at any time in whole or in part without prior notice and is subject to availability. Participation in this promotion constitutes acceptance of these terms and conditions.

Customer Signature: _____

Date: _____

Evo Inflatables Ltd

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Email: info@evoinflatables.co.uk

Company Registration: [11420459](#)