



Client Booking Terms and Conditions Equipment Hire Services

Updated 06/07/14

All bookings, whether confirmed verbally, electronically or in writing, will be subject to a legally binding contract carrying the non-negotiable terms and conditions set out below. If any part of these terms and conditions is unclear, please contact us for clarification.

Contracts represent written confirmation of a prior verbal or emailed agreement and no signatures are required to bring them into force. As such, non-signature is not sufficient to cancel this agreement. Cancellation requests must be received in writing as per the terms in clause 12.

1: Definitions

The '**Client**' is the person named on the contract who is booking the services of Solar Entertainments.
The '**Venue**' is the establishment named on the contract at which the requested services will be taking place.

2: Confirming The Booking

'**Confirmation**' means the electronic or written acceptance of the contract by the **Client** along with receipt by Solar Entertainments of any booking fee specified on the contract due from the **Client**.

Until **Confirmation** has been received, bookings do not take effect and dates remain open to further enquiries.

Bookings are secured immediately upon '**Confirmation**' and may subsequently only be cancelled as detailed in the cancellation terms (see clause 12).

3: Payment Of Fees

Any booking fee specified on the contract will be invoiced and is due from the **Client** as soon as possible in order for '**Confirmation**' of their booking to take place. Methods of payment appear in the invoice email and on the invoice itself. The contract number must be quoted when making any payments.

Following receipt of a booking fee, the **outstanding balance** will be invoiced and is due from the **Client** at least 14 days before the event date unless otherwise agreed between Solar Entertainments and the **Client** and detailed on the contract.

If payment is not made as per the contract terms, Solar Entertainments reserve the right to cancel the booking without penalty and the **Client** will forfeit any fees already paid and remain liable for any cancellation fees due (see clause 12). Equipment hire bookings cannot take place unless full payment has been received before equipment setup.

A standard charge of £25 will be levied on any unhonoured cheques received by Solar Entertainments.

4: Equipment Delivery, Setup and Demonstration

Equipment will be delivered, setup and demonstrated as arranged on the contract. All equipment is supplied in excellent condition and is PAT tested for electrical safety. Solar Entertainments also have full public liability insurance.

The **Client** must ensure the delivery requirements set out below are met. Failure to meet the delivery requirements, such that we are unable to provide our services as per the delivery schedule, will require the event fee to be paid in full.

Delivery Requirements

Upon delivery of equipment, Solar Entertainments shall:-

- require proof of identification including postal address
- require a power socket within a few metres of the setup location
- install all equipment securely and safely and provide a schedule of installed equipment
- take a photograph of the installed equipment
- provide equipment training to the **Client** (or their nominated person) along with written instructions and support telephone number(s). The **Client** must ensure they (or their nominated person) are available for training at the time specified on the contract.
- Confirm the collection date and time for the equipment
- Invoice and receive full payment from the **Client** in cash if payment has not been made in advance
- Receive a £100 refundable cash deposit from the **Client** if payment has not been made in advance

The **Client** must appreciate that approximately 30 to 60 minutes is required to setup equipment, depending on the level of equipment hired. If access to the setup location involves lifts, stairs or long access routes then additional time should be allowed as appropriate.

Solar Entertainments shall not be liable for any additional costs levied to the **Client** by their **Venue** in relation to additional time required for access, setup, dismantling and removal of equipment.

5: Equipment Collection

All equipment should be left setup and connected so that, upon collection at the agreed date and time, we can quickly check all equipment is present, working and undamaged and, if so, arrange the refund of the **Client's** £100 deposit.

The equipment must be available for collection at the collection date and time specified on the contract. Late returns will be charged at £50 per day

6: Refundable Deposits

Refundable deposits will be refunded asap following events using the same payment method as they were received.

Any damage or loss of equipment belonging to Solar Entertainments must be paid for at prevailing market rates and is the responsibility of the **Client** named on the contract. Any damage or loss entitles us to retain the refundable deposit in part or full payment of the cost of rectification or replacement, any outstanding balance being invoiced separately.

Due to the high value of the equipment being supplied, we recommend **Clients** consider taking out short term insurance against damage or loss of the equipment specified on their contract / equipment schedule for their own protection if they have any doubts whatsoever as to the equipment's safety and security. We also recommend the **Client** checks that the safety and security of the equipment at their **Venue** is satisfactory to them whilst equipment is unattended.

7: Venue Requirements

The **Client** is responsible for ensuring their **Venue** has all appropriate licences required by law in force at the time of the event to allow the booked entertainment to take place.

It is the **Client's** responsibility to ensure their **Venue** can accommodate the equipment and that Solar Entertainments are allowed to carry out the services which have been requested of them safely and without hindrance. Any non-provision of our services due to **Venue** restrictions will place the **Client** liable for cancellation fees as detailed in clause 12.

The **Client** is responsible for ensuring safe and adequate power (at least one 13A mains socket) is available close to the setup area.

Outdoor and Marquee Events

Where an event is being held outdoors, the **Client** must ensure that all equipment is fully protected from the elements, including rain and direct sunlight, by a marquee, gazebo or other temporary cover. The **Client** must ensure that the setup area is dry and has a firm, even surface in the setup location. A minimum of one 13A power socket must be available within close proximity of the setup location. The **Client** should give specific consideration to equipment security prior, during and after the event at such **Venues**.

8: Sound Limiters and Volume

The adjustment of the volume and sound level of any equipment shall be the responsibility of the **Client** who should be aware of any limitations imposed by their **Venue** or local authority.

The **Client** is responsible for checking with their **Venue** if a sound limiter is fitted and what effect this may have on their event. Should the presence of a sound limiter prevent satisfactory use of the equipment in any way, Solar Entertainments cannot be held responsible.

9: Changes To Contract

The agreed booking fees may be subject to change if any details on the contract are changed. Any alterations deemed necessary to the contract by Solar Entertainments or the **Client** will be made clear and issued on an amended contract.

10: Equipment Usage Limitations

All equipment is supplied solely for providing the entertainment services specified on the contract and is to be used only for this purpose and as demonstrated upon delivery. Any other use is strictly forbidden. Where computer equipment is provided, any attempt to copy data from our computer equipment is strictly prohibited and can be detected. All data is subject to strict copyright control and licensing laws.

11: Electrical Safety

All equipment is supplied in excellent condition, checked regularly and PAT tested annually. However, in common with all electrical appliances, we recommend the equipment should not be left powered on during periods where it will be unattended for any length of time. Please see **Clause 13: Limitation of Liability**.

12: Contract Cancellations

Cancellation by the 'Client':- In the event that the **Client** needs to cancel the booking, the **Client** agrees to inform Solar Entertainments immediately and subsequently in writing. If the **Client** fails to inform Solar Entertainments regarding a postponed or cancelled event, then the **Client** will be liable to pay the full outstanding fees. Cancellation by the **Client** at least 21 days in advance of the event date will only forfeit any booking fee paid. Cancellation by the **Client** with less than 21 days notice before the event date will result in the following fees becoming payable by the **Client** within 7 working days of cancellation notification:-

- within 21 days of the event date, 25% of the outstanding fees will be payable
- within 7 days of the event date, 50% of the outstanding fees will be payable

In all cases, booking fees are non-refundable as they cover event booking and administration costs.

Cancellation by Solar Entertainments:- In the highly unlikely event that Solar Entertainments need to cancel the booking, the **Client** will be informed immediately and subsequently in writing. Any booking fees already received will be refunded. Solar Entertainments will also endeavour to find details of alternative suppliers who may be able to meet the **Client's** requirements.

13: Limitation of Liability

Solar Entertainments accept no responsibility whatsoever for any damage to a **Client's** or their **Venue's** existing equipment or property due to their use of equipment supplied by us. Solar Entertainments also accept no third party liability to the **Client** detailed above or their guests due to their use of the equipment supplied by us.

In the event of non-fulfilment of this booking contract, the level of liability of Solar Entertainments to the **Client** is limited to a maximum of the fee stated on the contract paid to Solar Entertainments by the **Client**.

Solar Entertainments have no liability to the **Client** for any loss, damage, costs, expenses or any other claims including loss of profit or any indirect special or consequential losses which arise out of or in connection with the provisions of the contract or any representation of Solar Entertainments except in respect of death or personal injury caused by the negligence of Solar Entertainments.

14: General

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

The contract and these terms and conditions shall be governed by English, Welsh and Scottish law and the parties herein submit to the jurisdiction of the English, Welsh and Scottish courts.