



West Norwood Feast Equipment Hire and Conditions (Updated February 2022)

Please read this hire agreement and send email confirmation to agree the terms.

The following terms and conditions apply to the hire by third parties of FEAST equipment, i.e. generally gazebos, weights and tables. This does NOT include backs and sides. Written confirmation to hire equipment from FEAST constitutes acceptance of these terms and conditions.

'Hirer', 'you', means any individual, company or organisation that makes a booking for equipment directly with FEAST

'Event' means the event or events arranged by the hirer for which FEAST equipment is requested

Terms & Conditions

1. Request for Hire

An initial request for hire, setting out the exact requirements, must be received by FEAST at least 15 days prior to the event.

FEAST will confirm availability and provide a quotation within 3 days.

Written confirmation, by email, and a deposit of 50% of the total amount, is required from the hirer not less than 7 days prior to the date of hire. Until the deposit is paid the booking is not confirmed. In the event that deposit payment is not received FEAST retains the right not to provide equipment.

Confirmation must include the name and address of the authorised officer/individual to whom the invoice is to be addressed.

2. Ownership

All equipment hired remains the sole property of FEAST at all times. You may not sub-hire or part with any of the equipment and you may not allow any lien or encumbrance to be created over the equipment.

3. Hirer Responsibilities

Only the equipment listed in the hirer's written confirmation will be provided, no late changes will be accepted.

The hirer should ascertain that they are happy with the condition of the equipment on collection.

The equipment must be erected and taken down by Feast approved company **Gladiator Logistics** (office@gladiatorremovals.com) who will ensure gazebos are set up and taken down according to the manufacturer's instructions. There will be an additional charge for this.

Once installed at the event all FEAST equipment becomes the responsibility of the hirer and once in the hirer's possession all loss of or damage to FEAST equipment will be fully paid for by hirer.

The hirer must obtain all appropriate insurances. FEAST shall not be responsible for: Any injury sustained whilst attending the Event or the loss or damage of personal property belonging to event attendees

IMPORTANT SAFETY INFORMATION

For the purposes of safety weights will be provided with gazebos by FEAST. Hirers should note that minimum 2 weights, positioned diagonally, are required for each gazebo. Wind

speeds greater than 10 mph require 4 weights per gazebo and in the event that gusts of more than 30mph are forecast gazebos must not be erected and if gazebos are erected in a line weights can be wrapped around two adjacent legs. In windy conditions (of less than 30mph) the sides of gazebos should be removed to limit wind resistance.

FEAST will aim to ensure that sufficient weights to suit the weather conditions are taken but accepts no responsibility for accidents, damage or cancellation caused by adverse weather conditions. Once equipment has been installed full charges will apply, regardless of usability of gazebos.

In the event of extreme weather conditions on the day of an event FEAST reserves the right to withhold equipment.

Any heating and cooking equipment must be placed a minimum of six feet from the gazebo panels and must not be left unattended whilst in use. There must be no heating or cooking within the gazebo other than by electrical appliances or purpose designed butane or propane gas appliances. Barbeque equipment or open fires used outside must be placed a minimum of fifteen feet from a gazebo.

4. FEAST Responsibilities

FEAST will use best endeavors to provide the required equipment on the date, and at the time requested by the hirer. Occasionally it may be necessary to substitute equipment that is not exactly as described on the FEAST website, but FEAST will give the hirer the option to reject any alternatives at least 3 days prior to the event.

Equipment will be in good serviceable order when hired.

5. Cancellation

In event of cancellation less than 3 full days prior to the event the deposit will be retained by FEAST.

6. Payment

FEAST will issue an invoice to the hirer.

The balance of the hire charge shall be payable within 7 days of receipt of the invoice.

If payment is not made on the due date interest on any amount outstanding may be charged at a rate of 2% per week.

7. Limitation of Liability

In the event that FEAST fails to fulfil any terms of the hire contract our liability is limited to refund or cancellation of any hire charges. Under no circumstances shall FEAST be liable to the hirer for any indirect, special or consequential loss or damage (whether for loss or profit or otherwise), cost expenses or other claim for compensation whatsoever whether caused by the negligence of FEAST which arise out of or in connection with the hire of the equipment and FEAST's entire liability under and in connection with the hire contract shall not exceed the amount of hire charges. This condition shall not apply to death or personal injury caused by FEAST's negligence.

FEAST will not be responsible for any costs incurred by faulty or inadequate equipment that has been accepted by the hirer.

8. Insolvency

If you become insolvent or are made bankrupt or come to any arrangement or scheme with your creditors, or, if you are a company, you have a liquidator, receiver or administrator appointed or if you breach any of these conditions then we may cancel the hire contract immediately and remove any equipment delivered. You will still be responsible for paying the invoice.

