

EQUIPMENT ON HIRE OR LOAN Terms & Conditions of Hire

1. All equipment on hire or loan shall remain the property of PIRATE ATTACK or their suppliers.
2. All equipment is used entirely at the *Hirees' / Users* own risk, whether or not the equipment is staffed or self run.
3. The *Hiree* is responsible for providing a safe electricity supply if required.
4. Any lost or damaged equipment will be charged at full replacement / repair cost.
5. Any damage or loss must be reported immediately.
6. No booking shall be deemed to be confirmed until the signed contract and deposit payment is received. Equipment will only be reserved for a period of 7 days from date of enquiry.
7. An additional holding deposit may required for all equipment on 'Dry Hire' (without staff). This deposit will be returned within 14 days of the hire once the equipment has been checked.
8. On delivery the equipment should be inspected by the *Hiree* and any faults reported immediately. Any fault not reported at the time of delivery will be deemed to be the responsibility of the *Hiree*.
9. All cancellations or changes in booking must be notified in writing. Cancellations will be charged at the full hire rate unless an alternative booking is found.
10. On delivery/collection PIRATE ATTACK or its suppliers will endeavour to meet the stated contract times as closely as possible. PIRATE ATTACK or their suppliers cannot be held responsible for late delivery/collections due to circumstances beyond their control.
11. *Hirees'* must ensure that:
 - a) access is available at the stated time of delivery,
 - b) any balance payment fees are available at the time of delivery. (PIRATE ATTACK)staff or suppliers will not be able to leave equipment if the balance payment is not available),
 - c) the access is clear to the site, that the *Hirees'* representative at the time of delivery is aware of the positioning of the equipment and has access to all necessary points to ensure the safe installation of the equipment,
 - d) the proposed operating site for the equipment is clear of any obstacles that may prove to be a hazard for the safe operation of the equipment and clear of any underground services (gas/ electricity /water). PIRATE ATTACK cannot be held responsible for any damage caused to underground services by the erection of any supplied equipment
 - e) the *Hirees'* representative has the authority to sign for delivered equipment and receive any safety/operating instructions.

PLEASE NOTE: In the event of access not being available at the time of delivery/collection PIRATE ATTACK or its suppliers reserve the right to return at a later time and to pass on any additional costs incurred to the *Hiree*.

12. Where equipment needs to be delivered through buildings it is the *Hirees'* responsibility to ensure that any fittings, furnishings or other items are removed or covered with protective material. PIRATE ATTACK or their suppliers cannot be held responsible for any damage to fittings or furnishings, however caused, although every precaution is taken.
13. Once equipment is installed it **must not** be moved, have items added to, be altered in any way or used for any other purpose other than that which it has been designed for, without the written permission from PIRATE ATTACK. All equipment must be used in accordance with **all relevant legislation, all operating instructions** issued by PIRATE ATTACK and in a **suitable safe environment**.
14. The *Hiree* is responsible for ensuring that adequate first aid facilities are available if necessary.
15. The *Hiree* is responsible for ensuring that adequate safety barriers are fitted around equipment if required.
16. The *Hiree* is responsible for ensuring that **all safety regulations** are enforced and that equipment is **constantly supervised** as per the operating instructions issued.
17. No sub-letting of equipment is permitted without the written authorisation of PIRATE ATTACK.
18. The *Hiree* is responsible for ensuring that the equipment is not used in inclement weather conditions including rain or wind. In the event of winds exceeding 38km/h (Force 5 Beaufort Scale), the unit should be deflated immediately and then re inflated once the winds subside. Beaufort Scale description = Fresh Breeze – Small trees in leaf begin to sway

19. The *Hiree* is responsible for ensuring that any special licences or permission for use of hired equipment are obtained as necessary.
20. The *Hiree* is responsible for providing any insurance's required. We strongly recommend that insurance be arranged to cover Public Liability and Loss / Damage of Equipment. In the unlikely event of an accident occurring, full written details including, name and address of injured party, names and addresses of witnesses, circumstances of accident must be recorded and a copy sent to **PIRATE ATTACK** immediately.

PAYMENT:

1. Payment must be made in accordance with the terms stated on the Hire Contract. Where balance payments are due on delivery, equipment will not be put on site until payment is made.
2. Holding deposit cheques to be made payable to **PIRATE ATTACK**

PLEASE NOTE:

PIRATE ATTACK or its Suppliers or Employees cannot be held in any way responsible for any breach of hires/contract, although every precaution is taken.