



# TERMS & CONDITIONS

“Company” means Hampshire Party Pools Ltd

“Client” refers to the person named as the hirer on the tax invoice.

“Guest” means any person using the equipment during the period of hire.

“Equipment” is the tents and all other camping accessories and materials provided by the Company to the Client for use during the period of hire.

## **The Company agrees to:**

Provide the equipment for use by the Client and their Guests at the agreed site for the period of hire, as set out on the tax invoice.

Erect any structure on or before the date of set up for the period of hire.

Provide the equipment in good working order.

To disassemble and remove all equipment from the agreed site on or after the final date of the period of hire.

## **The Client agrees to:**

Pay the booking deposit as agreed with the Company. The booking will only be operative upon receipt of the deposit by the Company.

Pay any balance due to the Company no later than thirty (30) days prior to the commencement of the period of hire, plus any refundable security deposit if due.

Pay the total cost of hire and refundable Security Deposit if hire period falls within 30 days.

Security Deposits will be refunded within seven (7) days of end of period of hire, subject to any loss or damage to the Equipment. The Client will be liable for the cost of any loss or damage exceeding the amount of the Security Deposit. Details of any loss or damage will be provided to the Client.

In the event the booking is cancelled, the deposit is non refundable.

Prior to the commencement of the period of hire the Client must:

Provide the Company with a clear and legible map and/or directions indicating the location of the agreed site.

Provide the Company with a clear and legible plan indicating the preferred position in which the Equipment is to be placed. Despite any such plan, the Client acknowledges that the Company has the right to set up the Equipment in position it thinks most suitable and fits the purpose.

Ascertain the location of all underground services or any other impediments and provide those details to the Company. Despite any such notification, the Client will be responsible for any damage incurred to underground services of any type.

Obtain all necessary permits and/or licences from any Government Authorities (include

but not limited to Local Council, Police Service and Fire Service) as necessary for the duration of the period of hire. Any and all costs associated with obtaining such permits will be payable by the Client. Should any delay or cancellation of the hire occur in relation to such permits, all fees or other associated expenses will be payable by the Client. All requirements pursuant to such permits and/or licences must be notified to the Company in writing no less than thirty (30) days prior to the set up date. In the event these requirements delay or result in the Company being unable to perform its obligations, the Company shall notify the Client and the agreement shall be deemed void.

## **The Equipment**

The Client is fully responsible for the Equipment for the duration of the period of hire.

The Client will be responsible for all expenses, losses, damages, and/or claims suffered during the period of hire arising from any negligence, omission or fault of the Client and/or any such claims, or reimburse the Company for any losses or damages to the Equipment.

The Client agrees not to use any electrical equipment included but not limited to lighting, appliances, cooking or other decorative electrical items, without written consent being received from the Company. Such consent must be requested prior to the commencement of the period of hire.

The Client agrees not to use any naked flame in, or within four (4) metres of the Equipment.

The Client agrees to immediately report any theft of the Equipment to the local Police Service and to the Company.

The Client agrees to use the Equipment for purposes only that accord with the laws of the jurisdiction in which the site is located.

The Client agrees not to deface or tamper with the Equipment including, but not limited to, affixing any object to the Equipment.

The Client agrees no smoking is permitted within four (4) metres of the Equipment.

The Client agrees no animals, including pets, are permitted within two (2) metres of the Equipment.

The Client agrees not to remove the Equipment, or any part thereof, from the agreed site at any time.

The Client acknowledges the Equipment is not suitable for children under the age of eighteen (18) years without the presence of a person over the age of eighteen (18) years.

The Client agrees that all Equipment is vacated by the departure time provided in writing by the Company.

The Company reserves its right to inspect the Equipment at any time for the duration of the rental period. Should there be any

damage sustained to the Equipment, or any other breach of these Terms by the Client, the Company reserves the right to remove the Equipment from the site without notice to the Client.

The Client should never presume that any other equipment is included in the Hire other than what is stated in the Company’s booking forms and related website, specific to their booking.

## **Set Up of Equipment**

The Client agrees that the Client will be present during the assembling and disassembling of the Equipment by the Company. In the event the Client is not present, the Client agrees that any changes to the positioning of the Equipment at the request of the Client may incur additional fees at the discretion of the Company.

For the purposes of assembling and disassembling of the Equipment, the Client will ensure the Company is provided with unencumbered access to the site, free of any impediment including cost. Unless otherwise discussed prior to the hire period.

The Company shall not be liable to the Client for any delay, poor or non-performance of the terms of this hire that result from forces of nature such as weather conditions, including high winds, flood, storm, nor any other situation that causes health or safety concerns for the employees of the Company. Should such forces of nature cause the assembling of the Equipment not to occur at the commencement of the period of hire, the Company shall determine whether it is appropriate to set up the Equipment at any later stage during the duration of the period of hire. Should the Company determine that set up is not appropriate for any reason, the agreement will be terminated, the deposit refunded to the Client and the Client agrees to have no additional claim against the Company. The Client agrees that any costs reasonably incurred in the attempt to assemble the Equipment will be payable to the Company.

The Client will indemnify the Company in relation to any and all liability for personal injury or property damage that arises either directly or indirectly as a result of this hire. The Client will indemnify the Company in respect of any claims made by a third party in this regard.

In the result of high winds or extreme weather the Company has the right to cancel the booking or substitute larger tents for smaller tents.

The Hire charges are based on the assumption that the site is a flat level firm ground with easy access for motor transport, and that no drains, cables or other services are buried beneath the surface or otherwise concealed. The Hire charges do not include any making good or repairing of damage to the site.

All rubbish, food and drink items are to be fully cleared from the tent upon departure. Any items left to which the Company have to dispose of could incur further charges or loss of security deposit.