



# Hire Contract

Photo Booth Slush Machine Bouncy Castle

Contact:  
07515 174786  
07729 224794

WE agree to hire and YOU agree to take on the hire of the machine on the following terms.

## 1. DEFINITIONS

- Cost Of Hire** Being the total amount payable to us for you to hire the machine which is dependant on the period of hire.
- Machine** Means the Photo Booth, Slush Machine and or Bouncy Castle
- Period Of Hire** Means total hours of hire that commence on machine delivery and cease on time of collection from you.
- Terms** Means these terms and conditions, the instructions affixed to the machine, the instructions provided verbally by us.
- We/Us/Our** Means Chris's Castles, Its employees and agents.
- You** Means the Hirer Stated at the beginning of the document

## 2. PAYMENTS.

- 2.1 You must pay the deposit to us at the time you book.
- 2.2 The Deposit is non-refundable if you cancel the booking. This means that the Deposit will NOT be returned to you.
- 2.3 Payments for hire are paid at delivery minus the deposit.

## 3. DELIVERY AND COLLECTION

- 3.1 We shall deliver the Machine to you and set up at time of delivery.
- 3.2 Prior to accepting possession of the Machine you are satisfied that it is in good repair and in safe working order, you are aware of proper use of machine which it has been designed for, you are satisfied with the machine and the instructions provided by us on use of machine.
- 3.3 Please be available at time of collection. Any addition photos will be handed over at this point. If no one is available delivery will be at an extra cost of £1 per mile from depot.

## 4. YOUR OBLIGATIONS

### 4.1 You MUST:-

- (A) Provide a solid table for the machine to be placed on (not glass) together with water (slush), Adequate space (1ft either side 3ft rear for castle) and suitable power supply;
- (B) Follow the Terms for use of machine;
- (C) Ensure all persons operating the machine are suitably instructed to do so;
- (D) Ensure Machine is always secure;
- (E) Ensure safe number of users is not exceeded (dependant of size of users);
- (F) Allow us, if we choose to do so, enter the property to inspect the machine during the Period of Hire;
- (G) Ensure no other product is added to machine (slush);
- (H) Remove all sharp objects from pockets and footwear as these may damage/ harm you, others around you and or the machine;

### 4.2 You MUST NOT:-

- (A) Use the Machine for illegal purpose, tamper with, repair or modify the Machine in any way or permit others to do so, sell, hire or part possession of the machine;
- (B) Use the machine in any other area other than the area in which it has been set up;
- (C) Damage the machine in any way;
- (D) Remove props from venue;

- (E) That the walls of machine must not be climbed upon, jumped off, jumped over or pushed through.
- (F) Use the machine if you have any heart or breathing problems, pregnant without seeking medical advice first (Bouncy Castle);
- (G) Use the Machine in bad weather. Rain or Strong Winds;
- (H) Never deflate while in use, the machines are extremely heavy cause personal injury.

## 4.3 You acknowledge:-

- (A) That in [Licensing \(Scotland\) Act 2005](#). It is illegal to sell or supply alcohol to, or obtain n behalf of, a person under the age of eighteen (18) years;
- (B) That title and ownership remains with us;
- (C) We have provided sufficient instruction to use the machine;
- (D) Any aggression towards any staff members, verbal or physical will void contact and the hire will terminate without refund or any further products being provided.
- (E) All Pictures Taken Belong to Chris's Castles, These may be used in promotion and adverting of our products.

## 5. WHAT YOU ARE RESPONSIBLE FOR

- 5.1 You are responsible for the following costs during the period of hire. Between the time of delivery and collection;
- (A) Any additional time verbally agreed by us;
- (B) Any personal injury of anyone using the machine;
- (C) Replacement of machine due to fire or theft at a price of £2000 for slush and bouncy castle, £12000 for photo booth;
- (D) Repair or replacement due to any intentional damage, vandalism and or negligence by you (or other party);
- (E) Any costs incurred due to breach of this contract.

## 6. INDEMNITY

- 6.1 You agree to indemnity us against any loss, damage, injury or death of persons arising out of the use, storage or transport of the machine as a result of our or your actions or omissions whether they are intentional, negligent or accidental.

## 7. CONSEQUENTIAL LOSS

- 7.1 We are not responsible for any delay, loss or consequential including loss of profits due to the supply or failure to supply the machine to you or failure of the operation of the machine for any reason whatsoever.
- 7.2 Chris's castles reserves the right to terminate this contract at any time and benefit from this clause and limitations of liability if any loss or damage that arises for any reason whatsoever, including breach of contract, breach of duty or willful act or default.

**I, the HIRER, have read the Terms of HIRE Contract and understand my obligations**

**Full Name:** \_\_\_\_\_

**Door No** \_\_\_\_\_ **Post Code** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:**     /     /20 \_\_\_\_\_