

DEFINITIONS

“We/Us/Our” means Live 9 Events LTD.

“Contract” means the contract for the hire of the Equipment and the like by You from Us as explained;

“You/Your” means you the hirer of the Equipment;

“Equipment” means any item that is supplied by Us and hired by You subject to these Terms and Conditions;

“Order” means Your Order for the Equipment;

“Confirmation of Order” means Our acceptance and confirmation of Your Order as described;

“Booking Fee” means 25% of the total booking value rounded up to the next ten pounds which are required at the time of Your Order to secure Your Order;

“Terms and Conditions” means all details stated within this document;

“Price” means the total price payable for the hire of the Equipment and associated Services;

“Services” means the services provided with some Equipment i.e., operating staff;

“Hire Period” means the period for which You will hire of Equipment;

TERMS AND CONDITIONS

These Terms and Conditions are the standard terms for the hire of Equipment by Live 9 Events LTD. Live 9 Events LTD is a Private Limited Company registered in England under the company number 10862044. The registered address is 39 Burlington Road, Carlton, Nottingham, NG4 3JJ and the main trading address is Unit 18 Colliers Business Park, Fieldfare Road, Cotgrave, Nottingham, NG12 3UL.

1. CONTRACT

1.1. These Terms and Conditions govern the hire of Equipment from Us and will form the basis of the Contract between Us and You. Before completing your Order, please ensure that You have read these Terms and Conditions carefully. If You are unsure about any part of these Terms and Conditions, please ask Us for clarification.

1.2. A legally binding contract between Us and You will be created upon Our acceptance of your Order, indicated by Our Confirmation of Order, and Your payment of the Booking Fee. Confirmation of Order will be provided in writing via email once the Booking Fee or Full Payment has been received.

1.3. No signature is required in order for this contract to be deemed accepted and binding upon both of the parties. The contract shall be deemed accepted at the point We issue the Confirmation of Order.

2. YOUR OBLIGATIONS

2.1. When placing your Order with Us, you will be required to supply information as required by our staff. The provisions of such reasonably requested information are essential in your Order with Us to complete your Order. Failure to supply the requested information may delay Us in accepting your Order.

2.2. Please ensure you inform of potential issues including stairs, lifts, distance, parking and specific timings. Any car parking costs will be charged to You along with any parking fines if incurred by Us where You have informed Us it is permissible to park in a specific location.



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2.3. You must ensure that the site is suitable and meets the following;

2.3.1. The site has adequate space requirements for Equipment as detailed on our website. It is Your reasonability to check this for Your Order.

2.3.2. There are no large inclines or declines or other objects that will obstruct access.

2.3.3. The venue has the required access width, loading area and car parking necessary to allow the Equipment to be unloaded, set up, operated, vehicles parked, and equipment loaded at the end of the event.

2.3.4. For items which require power, a 13-amp mains socket must be available within a 30-meter range. If no power is available or the power supply is not adequate, then a generator will be required.

2.3.5. Our staff will set up the Equipment considering all safety aspects and therefore equipment **MUST NOT** be moved. Photographs are taken for evidence once set up.

2.3.6. We reserve the right to refuse to operate any of the Equipment if We believe the venue is unsuitable or unsafe.

2.3.7 During the Hire Period, You must ensure that all safety rules are followed, and All Equipment must be supervised at all times by a responsible person over the age of 18.

3. HIRE PERIOD

3.1. The Hire Period shall be chosen in Your Order and confirmed in Our Confirmation of Order email.

3.2. Unless it is expressly stated otherwise, the Hire Period begins and ends at the times and dates shown in Our Confirmation of Order.

3.3. You may request to extend the Hire Period by contacting Us via email. Extended Hire Periods may be subject to additional charges which we will detail when your request is made. If you extend your Hire Period on the day of your Hire then the payment must be made at the time of the request. Once the request has been approved and payment received, we will then confirm in writing that the Hire Period has been extended.

4. BOOKING FEES AND FINAL PAYMENT

4.1. When placing Your Order, You will be required to pay the Booking Fee. No bookings will be confirmed until the booking fee has been received.

4.2. If you are paying in full, the full payment constitutes the Booking Fee and 75% hire fee, these percentages make up the total Order value on Your Order.



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4.3. Amending your Order to a lesser amount. In this case the Booking Fee will be worked out for the items removed and this will be added as a cancellation charge to your booking. I.e., You wish to cancel a £90 item, the Booking Fee of £30 would be added as a charge.

4.4. If You have booked a package and wish to amend your Order the package prices will be lost, we will not remove the item at its full Price value. We will check if your Order meets any other package requirements, if it does not then you will be charged at individual pricing.

4.5. The remaining balance should be made no later than one month prior to the Hire Period date.

4.6. For all Orders made with less than 1 month to the Hire Period date, full payment is required upon booking to secure the Order.

4.7 All branded or bespoke design(s)/product(s) must be paid for in full prior to the pre-production or production process starting.

If for any reason after full payment is received the production stage is delayed by the client which makes production stage no longer viable for one or either party a 40% Pre-Production payment will be charged and the remaining 60% paid will be refunded.

The Pre-Production stage covers all administrative costs regarding setting up the production process, sending samples & templates for designing to the client, as well as any other organisational & administrative work related to the bespoke product or branding design that has carried out.

The Production stage is the order of materials and start of the manufacturer process.

5. BRANDING / BESPOKE DESIGNS

5.1. Branding designs and printing will not begin until the full payment is received. Delays to the invoice being paid will delay the production and may make branding no longer possible however payment will still be required.

5.2. For all branding, a proof will be emailed and you will be asked to check the proof, you may make up to 3 separate design changes. Any additional changes will be charged at an additional design fee. All designs must be confirmed within 7 days of receiving the proof or as soon as reasonably possible. Delays in confirmation of the branding may delay the production and may make branding no longer possible however payment will still be required. Once you have approved your branding this will enter our production queue and pass to the point of any changes.

5.3. All care has been taken in processing the print image. However, mistakes are sometimes made, signing off on this proof will ensure that we make exactly what you are looking for.



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5.4. So, if there is a spelling mistake in this proof image, it will reflect in the printed product. Once this image file is approved all liability for incorrect spellings or designs with the wrong layout are your responsibility. We will not be held liable for any costs incurred to replace the product due to insufficient checks of proof approvals.

5.5. The technology used for printing is a CMYK printing process. The final product produced are likely to include colours that may not match 100% of the colours seen on the monitor.

5.6. All branded or bespoke design(s)/product(s) must be paid for in full prior to the pre-production or production process starting.

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The Pre-Production stage covers all administrative costs regarding setting up the production process, sending samples & templates for designing to the client, as well as any other organisational & administrative work related to the bespoke product or branding design that has carried out.

The Production stage is the order of materials and start of the manufacturer process.

6. CANCELLATION & REFUND POLICY

6.1. Cancellation by You

Any cancelled orders are subject to the following cancellation charges:

- 90 days or more prior to the event date, you will forfeit your booking fee
- 60 days prior to the event date, 50% of the total booking must be paid
- 30 days prior to the event date, 100% of the total booking must be paid

If You cancel for any reason and have paid in full, We will refund any money due in line with the cancellation charges above, any refund due to You, will be made as soon as is reasonably possible and within 28 calendar days of the date on which We agree that You are entitled to a refund.

If You decide to cancel due to bad weather and we deem the weather safe enough to operate then the cancellation charges above will apply.

If You decide to cancel due to force majeure and we can still proceed with other bookings then the cancellation charges above will apply.

6.2. Cancellation by You on Branded or Bespoke Design(s)/Product(s)

The above cancellation excludes any branded or bespoke design(s)/product(s), which follow the below conditions:

All branded or bespoke design(s)/product(s) must be paid for in full prior to the pre-production or production process starting.



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If for any reason after full payment is received the production stage is delayed by the client which makes production stage no longer viable for one or either party a 40% Pre-Production payment will be charged and the remaining 60% paid will be refunded.

The Pre-Production stage covers all administrative costs regarding setting up the production process, sending samples & templates for designing to the client, as well as any other organisational & administrative work related to the bespoke product or branding design that has carried out.

The Production stage is the order of materials and start of the manufacturer process.

6.3. Cancellation by Us

Cancellations due to reasons beyond Our control will be issued a full refund of any monies or booking fee paid. e.g., vehicle breakdown, equipment breakdown, staff shortage or any other reason we deem necessary.

We will NOT issue refunds for unsuitable access, lack of space, wrong surface type or land that you do not have written permission to use, as these are confirmed before booking and are down to You to check and confirm.

We will not be liable for any failure or delay in Our obligations where that failure or delay from cause is beyond Our reasonable control. Such causes include, but are limited to traffic or weather affecting the delivery of Equipment to a location by the specified time, weather affecting the use of equipment, power failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, acts of war, governmental action, epidemic, pandemic or other natural disasters or anything else that is beyond Our control.

6.4. Bad Weather / Force Majeure

If We have to cancel due to bad or unsafe weather for outdoor events or force majeure, none of the below cancellation charges will need to be paid. An attempt to change to alternative equipment or an indoor location must be explored, if this is then deemed not possible by both parties the Booking Fee is non-refundable and only transferable to another date within six Months of Your original Hire Period.

Any monies paid will be allocated to the new Order.

If You decide to cancel the Order and not rebook a new date within six Months of Your original Hire Period, the Booking Fee will be lost, we will refund the remaining balance. Any refund due to You will be made as soon as is reasonably possible and within 28 calendar days of the date on which We agree that You are entitled to a refund.

If You wish to move or change the Order, we will work with you to provide our services on an alternative date or change of equipment. In this case, You will need to discuss this option with Us as we review available options (dates, equipment availability, etc.). In this case We will not refund the balance.

6.5. Covid-19

Any cancellations arising from Covid-19 will follow our standard cancellation policy. We cannot move your booking to a new date nor will any refunds be issued unless in line with our standard cancellation policy.



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Although the equipment is cleaned regularly, we will accept no responsibility for issues arising to any person caused by or resulting from Coronavirus disease (COVID-19), Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), Any mutation or variation of SARS-CoV-2, Any fear or threat of a), b) or c) above.

7. DELIVERY AND COLLECTION

7.1. The Hire Period begins at the time and date stated in the Confirmation of Order. The Equipment will be delivered to the site and set up by Our staff prior to this time allowing enough set-up time for your event.

7.2. Before delivery, We always use all reasonable endeavours to ensure that Equipment is undamaged and that all other items to be supplied are complete and clean. At the time of delivery and set up and will be asked by Our staff to sign the Hire Agreement and Disclaimer Form which includes a section confirming that nothing is missing and that there is no visible damage to the Equipment.

7.3. On delivery if there are any items missing or if there is any visible damage to Equipment, You should inform Our staff immediately. We will use all reasonable endeavours to replace missing items or damaged Equipment. If We are unable to provide suitable replacements of at least the same quality and value as those ordered, You will be entitled to a partial refund amounted to that item, calculated by Us.

7.4. The Hire Period ends at the time and date stated in the Confirmation of Order. Our staff will begin packing away at this time or as close to that time as is reasonably possible.

7.5. We are required by law to provide consumers with goods that are of satisfactory quality, fit for purpose, and in accordance with descriptions, samples, models and other pre-contract information provided by Us. If You discover any damage (pre-existing) or fault with the Equipment during the Hire Period, please inform Us as soon as is reasonably possible.

7.6. We will use all reasonable endeavours to provide a suitable replacement or if a repair is possible without causing you any inconvenience, We will repair the Equipment. If We are unable to replace or repair the Equipment, or if You would prefer to reject the damaged or faulty Equipment, whether before or after a repair or replacement (if the replaced or repaired Equipment is still damaged or faulty), We will offer you a refund equal to the remaining, unused part of the Hire Period. Alternatively, provided the Equipment is safe to use in its damaged and/or faulty state, a price reduction may be arranged. Any refund due to You will be made as soon as is reasonably possible, and in any event within 28 calendar days of the date on which We agree that

You are entitled to a refund. Refunds will be made using the same payment method originally used by You or by BACS.

8. LOSS OR DAMAGE

8.1. You will be required to indemnify Us and Our staff for any damage, accidents or injuries from the misuse of equipment, that may occur while the Equipment is in your care and under your supervision.



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8.2. You will not be responsible for any pre-existing damage to Equipment that has already been identified at the time of delivery.

8.3. If the Equipment is to be brought through a house or similar to access the setup area, We accept no responsibility for any damage caused by transporting the equipment through the premises during delivery and collection of the equipment.

8.4. We will not be responsible for any damage caused by drilling into concrete to anchor Equipment. We will not be responsible for any damage or injuries caused by the holes.

8.5. You will not be responsible for any pre-existing damage to Equipment that has already been identified under sub-Clause 7.2 at the time of delivery, or for any damage or faults that are discovered under sub-Clause 7.5 during the Hire Period.

8.6. You are responsible for the safekeeping of Equipment. You will be charged for theft or any damage caused to it and for any missing items on its return. Full replacement charges or repair costs will incur. This includes any items which accompany the equipment i.e., blowers, mats, extension leads, other ancillary equipment etc. This must be paid within 7 days of receiving the invoice. You may also be liable for other costs including but not limited to travel and loss of business.

9. INSURANCE

9.1. We carry public liability insurance of 5 million pounds, and it is subject to the terms and conditions of this contract being complied with. Public liability insurance is excluded in its entirety following any claim or injury to any third party or employee where such injury is directly or indirectly related to the use of drugs and/or alcohol, lack of supervision and/or misuse of equipment.

9.2. Our public liability insurance covers us for any legal liability which may attach to us i.e., due to the defective state of the equipment or failure to erect the inflatable structure correctly etc.

10. OUR LIABILITY

10.1. We will only be responsible for any foreseeable loss or damage that You may suffer only as a result of Our breach of these Terms and Conditions or as a result of Our negligence.

10.2. Loss or damage is foreseeable only if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when the Contract is formed. We will not be responsible for any loss or damage that is not foreseeable.

10.3. In any event, Our total liability under these Terms and Conditions shall be limited to the value of the Contract between Us and You, that is the total Price payable by You.



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10.4. Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

11. COMMUNICATION AND CONTACT DETAILS

11.1. If you wish to contact Us for any reason, You may contact Us by:

- Landline on 0115 998 7366 during office hours.
- Mobile on +44 7824 361099 during office hours or in the event of an emergency
- Email at info@live9events.co.uk
- Post to Unit 18 Colliers Business Park, Fieldfare Road, Cotgrave, Nottingham, NG12 3UL

12. COMPLAINTS AND FEEDBACK

12.1. We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.

12.2. All complaints are handled in accordance with Our complaints handling policy and procedure.

12.3. If You wish to complain about any aspect of Your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the You will be required to indemnify Us and Our staff for any damage, accidents or injuries that may occur while the Equipment is in your care, please contact Us in one of the following ways:

1. In writing, addressed to Molly Huthwaite, Director, Live 9 Events LTD, Unit 18 Colliers Business Park, Fieldfare Road, Cotgrave, Nottingham, NG12 3UL
2. By email, addressed to Molly Huthwaite, Director, Live 9 Events LTD, molly@live9events.co.uk

13. HOW WE USE YOUR PERSONAL INFORMATION

13.1. All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

13.2. We may use Your personal information to:

1. Provide Our products and services to You;
2. Process Your payments; and



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3. Inform You of new products and services available from us. You may request that we stop sending you this information at any time.
4. We will not pass on Your personal information to any other third parties without obtaining your permission first.

14. GOVERNING LAW AND JURISDICTION

14.1. These Terms and Conditions and the Contract including any non-contractual matters and obligations arising therefrom or associated therewith shall be governed by, and construed in accordance with, the laws of England and Wales.

14.2. Any dispute, controversy, proceedings or claim between Us and You relating to these Terms and Conditions or the Contract including any non-contractual matters and obligations therefrom or associated therewith shall be governed by, and construed in accordance with, the laws of England and Wales.