



TERMS OF BUSINESS

Date:

Buyer:

Agreement for the service of;

Signed

A handwritten signature in black ink, appearing to be 'Dan Brooks', is written over a horizontal line.



DAN BROOKS
Managing Director
Brooks Bar Hire

Signed (The Buyer)

Printed

CONTACT

www.brooksbars.com

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 01622 919 616
 info@brooksbars.com

Forsham Farm, Forsham Lane
Sutton Valence, Kent, ME17 3EW

THE EVENT BAR
Specialists
BROOKS
20 **BAR HIRE** 13

PAYMENT AGREEMENT

1. Definitions: "THE CLIENT" means the person or company hiring equipment, staff or a service from Brooks Bar Hire. "THE EQUIPMENT" means the equipment and/or accessories either used with a hire or production. "THE AGREEMENT" means the Hire Agreement between Brooks Bar Hire and THE CLIENT for the hire of the equipment. "HIRE CHARGES" means the total amount due to Brooks Bar Hire including charges in respect of delivery assembly operation or disassembly or collection of the equipment and the deposit. "THE HIRE PERIOD" means the period set out in the AGREEMENT or any other agreed period or agreed extension thereof. "GUEST" means person attending the event for which the equipment or service hired from Brooks Bar Hire has been hired for.
2. Agreement: Brooks Bar Hire will issue a contract of Terms of Business, which the client shall accept by returning a copy of the agreement with the signature of the client and necessary deposit. No booking is confirmed until the signed hire agreement and deposit have been received by Brooks Bar Hire and Brooks Bar Hire has confirmed its acceptance to the Hirer in writing. Orders are accepted subject to equipment being available at the time of order.
3. Force Majeure: Brooks Bar Hire reserves the right should unforeseeable circumstances arise to substitute any equipment for another of similar specification, but in the event of Brooks Bar Hire having no similar equipment available, Brooks Bar Hire shall be entitled to terminate the Agreement whereupon Brooks Bar Hire shall refund the deposit or full amount paid for set equipment to the Client. The Client shall not be entitled to any other payment by way of compensation from the Company.
4. Cancellation Charges: Please note that all deposits are non-refundable. If the Client cancels the Agreement earlier than eight weeks before the date of the Hire Period, no charge shall be made by Brooks Bar Hire to the Client but the deposit will be retained by Brooks Bar Hire.
5. Minimum Spend Agreement: Brooks Bar Hire will issue the Client with a Minimum Spend Agreement in certain cases. Upon signing and/or acknowledging the Minimum Spend Agreement the Client is liable to fulfil the outlined amount. If in the event of not fulfilling the outlined Minimum Spend Agreement, payment must be made in full to Brooks Bar Hire on the night of the event. In example; if Brooks Bar Hire and it's client agree a Minimum Spend Agreement of £2,000 and the total spend is £1,500, it is the responsibility of the client to fulfil the minimum spend, which in this case is £500. Under no circumstances, will the client be entitled to an amount of stock for this cost. The Minimum Spend quoted is for a service, a bar setup, glass hire, staff, refrigeration, licensing, etc – the client acknowledges they are not entitled to any stock for fulfilling the minimum spend agreed.
6. General Timings: Whilst every effort is made to ensure our timely arrival at your event, in the event of uncontrollable circumstances our liability shall be limited to a pro rata reduction in the hire fee in the event of a delayed start. Alternatively or if agreed with the Client the hire shall be extended to recover any lost time from the delayed start. We will not accept liability for any late starts caused by the client or the venue.
7. The Client must satisfy themselves at the time of delivery that all equipment ordered has been delivered and our attention should be drawn to any miscounts, omissions or damaged equipment prior to the commencement of the function.
8. No Title to Hirer: The equipment is hired by Brooks Bar Hire to the Client for the Hire Period at the Hire Charge set out in the Agreement and the Client shall be a mere bailee of the equipment and no interest or title in the equipment shall pass to the Client. This Agreement is personal to the Client and is not capable of assignment for sub-hire nor may the Client part with possession of the equipment.
9. Power Supply: All of our equipment requires a 240 volt 13amp socket power supply within 5 meters reach. We always carry 5-10m of extension cables and tape to secure a safe power supply but the client should always bear this in mind when positioning equipment hired in their plans. The Client must always supply the necessary power supply (unless previously arranged).
10. Site, Site Access, Parking & Tolls: We require a safe access to the site which meets environmental health standards. If the event is in Central London a congestion charge will be added to the balance. Parking expenses will be charged back to the client or billed in advance. Parking tickets obtained through the operators incorrect parking will not be paid by the client; however, some venues have a 15 minute unloading time which is unrealistic for large equipment rentals. Tickets obtained while unloading at such sites will be charged back to the client. The Client must supply level grounds for bar setups and should advise on any obstacles, steps and/or hazards which may inhibit the installation of bar infrastructures from the areas of which vehicles are parked to the site of where bar setups are to be installed.
11. Public Liability Insurance: Brooks Bar Hire holds £5 million public liability insurance. Copies of our certificate are available upon request.
12. Liability to Third Parties: Brooks Bar Hire will not be liable for any claim for personal injury, death, loss or damage to property howsoever caused unless it is proved that such injury was caused by faulty material, workmanship or negligence on the part of Brooks Bar Hire.
13. Frustration: Brooks Bar Hire shall not be responsible for any failure in the performance of any of its obligations under the Agreement caused by factors outside of its control, including but not restricted to, trade disputes, fire, Act of God, War, civil emergencies, failure, breakdown or restrictions on the use of transport, fuel or power.
14. Customer Collections for Dry Hire: The client may collect selected items from Brooks Bar Hire. We require production of a valid UK photo card driving license or passport, supported by a bank statement or utility bill. Credit/Debit card details will be required as a security deposit for the booking.
15. Whilst every effort will be made to ensure the client has full operation details of the equipment (verbal and written instructions) Brooks Bar Hire will not be held responsible for equipment being set up incorrectly. All equipment must be returned by midday the following day, unless otherwise agreed between Brooks Bar Hire and the client. When equipment is returned it will be inspected for damage within 5 working days. If damage is evident, an additional charge may be levied on the deposit provided as security.
16. Damage: Any damage that occurs to Brooks Bar Hire equipment during a hire period that is not caused by a Brooks Bar Hire member of staff is at the liability of the client and will be subject to a repair or replacement charge at the current market value. Insurance of the equipment is the responsibility of the Client.
17. Venue Damage: The client agrees that damage caused to a private venue as a result of a guest is not the responsibility of Brooks Bar Hire.

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17. During your Event: During an event if Brooks Bar Hire staff are at anytime under verbal or physical abuse, or if we feel that the Equipment has been misused and are no longer following health and safety rules, Brooks Bar Hire reserve the right to remove the equipment with no reimbursement to the client. If in the event of the Client breaching terms of the Sole Provider Agreement in any way or at any time, Brooks Bar Hire reserve the right to terminate the contract and to cease trading/taking any orders at the bar and will do so by leaving the event in its entirety.

18. Sole Provider Agreement: Brooks Bar Hire are to act as the sole provider of beverages throughout events unless otherwise agreed. If, during an event the Client or their guests breach the Sole Provider Agreement in any way, Brooks Bar Hire reserve the right to terminate it's trading and contract with immediate effect.

18a. Number of Guests – Brooks Bar Hire are not liable for a change in number of guests (eg drop-outs / change in circumstances). Brooks Bar Hire scale events/costs accordingly to the number of guests advised by the client and therefore the Agreed Minimum Spend arranged between the Client and Brooks Bar Hire must be honoured.

19. The Client is responsible for all equipment hired from Brooks Bar Hire from time of delivery to date of collection, any loss or damage will be charged to the client at replacement cost, no substitutes will be accepted.

20. Clients' Conditions: Unless otherwise agreed in writing by Brooks Bar Hire these conditions shall override any Terms or Conditions stipulated, incorporated or referred to by the Client in his order or negotiations.

21. Digital Photographs Disclaimer: We reserve the right to publish digital images (photographs) from your event on our internet site. If you do not wish for photographs to be used on our website, please contact us and we will note and respect this request. All pictures taken by Brooks Bar Hire staff at events are copyright of Brooks Bar Hire.

22. Weather: Brooks Bar Hire will not be held responsible for cancellations due to severe weather conditions. If the event is cancelled by the client or Brooks Bar Hire the event may be re booked with a new event date subject to availability. During winter months we recommend that our clients seek event insurance against snow and other extreme weather conditions.

23. All orders are subject to VAT at the current rate.

24. The hire charge is for a period of 24 hours unless otherwise stated.

25. Licensing: All licensing documents and personal alcohol license information is available upon request. All events (where applicable) will fall under the correct event notice, generally a Temporary Event Notice which falls under The Licensing Act 2003.

26. Bar Snacks - Allergies: It is the responsibility of the Client to inform Brooks Bar Hire of all allergies of guests in writing before the date of hire period. Although Brooks Bar Hire will endeavour to supply produce that will not irritate or provoke allergies Brooks Bar Hire will not be held responsible for any implications caused by allergies.

27. ALL GLASSWARE / EQUIPMENT / BARS LOST OR BROKEN WILL BE AUTOMATICALLY CHARGED AT REPLACEMENT COST. THIS INCLUDES ANY LOSSES INCURRED WHILE GOODS ARE IN CLIENTS POSSESSION PRE & POST EVENT.

28. CUSTOMERS WHOSE RENTAL GOODS ARE NOT AVAILABLE AT AGREED COLLECTION TIMES ARE LIABLE FOR A COLLECTION FEE EQUAL TO THE INITIAL FEE FOR DELIVERY, SETUP & COLLECTION IF A SECOND CALL OUT HAS TO BE MADE RENTAL PERIODS ARE FROM FRIDAY UNTIL MONDAY, UNLESS WHERE OTHERWISE CONFIRMED IN WRITING. CUSTOMERS WHO MISS OR EXTEND COLLECTION APPOINTMENTS ARE LIABLE FOR A RENTAL FEE EQUAL TO THE INITIAL RENTAL FEE.

29. WHERE PRODUCTS ARE MISSING AT COLLECTION POINT, RENTAL FEES AT STIPULATED RATES WILL BE CHARGED TO THE CUSTOMER CARD ON A WEEKLY BASIS UNTIL THE PRODUCT IS RETURNED, OR UNTIL THE REPLACEMENT VALUE OF THE PRODUCT HAS BEEN REACHED – WHICHEVER OCCURS FIRST.

Signed





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