

1 CONFIRMATION OF EVENT AND PAYMENT TERMS

To confirm a booking, the contract must be signed and the deposit must be paid. A confirmation email will be enough to hold the booking for 7 days but it will not be confirmed and booked until the signed contract is received and the deposit is paid. However, if a deposit is paid, it will be deemed that the contract and its terms and conditions have been read, understood and agreed to.

All deposits are non-refundable. The Hirer will pay Bamboo Brazil Event Catering a non-refundable deposit of 40% to confirm the booking and must pay within 7 days of receiving the contract unless otherwise agreed.

The Hirer will pay Bamboo Brazil Event Catering the full remaining balance at least 14 days before the date of hire, unless otherwise agreed. If the balance payment is not received, Bamboo Brazil Event Catering will not perform the event but contractual obligations of payment will still apply and any amount outstanding will be pursued through the County Court if necessary.

For any booking taken at short notice (3 weeks or less) full payment will be required upon confirming the booking i.e. by BACS transfer

If payment is made on the day of the event, due to special circumstances, payment must be made upon arrival. If payment is not given, Bamboo Brazil Event Catering will not set up the event and contractual obligations to pay will still apply.

The booking is for a set period of time, noted in the contract. If the event over runs, due to timing issues that are not the fault of Bamboo Brazil Event Catering, any additional time will be invoiced after the event. By signing these terms and conditions you are agreeing that any additional time will be paid for. However, we reserve the right to finish the event at the contracted time, even if the event is not completed.

2 CANCELLATIONS AND ALTERATIONS

Any cancellations or alterations pertaining to this contract must be communicated in writing/email by the Hirer and any alterations must also be agreed to by Bamboo Brazil Event Catering in writing/email.

The Hirer agrees that if any cancellations, for whatever reason, are made within 60 to 31 days prior to the date of hire, a cancellation fee of 50% of the total charge will apply. For cancellations 30 days or less, prior to the date of hire, full payment (100% of the total cost) will be required.

Bamboo Brazil Event Catering reserve the right to alter / amend / substitute any item / package for any genuine reason, to the same value or greater if it is due to Health and Safety reasons or circumstances beyond our control. The Hirer will be notified of the change as soon as we are able to do so. No refunds or compensation will be offered as Bamboo Brazil Event Catering will substitute items. If no substitute is provided, the value of hire of that piece of equipment will be refunded. In the highly unlikely event that Bamboo Brazil Event Catering cancel the event, any monies paid will be returned but no compensation will be paid. (To date, Bamboo Brazil Event Catering have never cancelled an event unless agreed with the hirer)

3 POWER

If you do not have power i.e. a suitable electric source - petrol blowers are available on request at £60 + vat per item hired and must be booked in advance. Generators are also available – POA.

If power is not booked it is assumed there is ample power on site for the equipment hired. If the socket is indoors, a minimum 13-amp power supply is to be supplied by the Hirer unless Bamboo Brazil Event Catering state otherwise. If a generator or outside electrical source is being used, this must be a 16 amp power source (if in doubt please ask the sales team).

Power leads supplied by Bamboo Brazil Event Catering are approximately 20 feet therefore power supply needs to be within this distance from the apparatus. If it is discovered the power is not suitable

the event will not proceed and no refunds will be given/contractual obligations to pay will still apply. If you are unsure, please ask the sales team.

4 SUITABLE VENUE AND GROUND SURFACE

If you, the hirer, provide the venue, it is your responsibility to ensure there is proper and safe drive on access to where the equipment will be sited, onsite parking for vehicles and enough room to set up the equipment. If there is no drive on access or onsite parking please the advice the sales team. If Bamboo Brazil Event Catering cannot gain proper and safe access to the site etc. we reserve the right to withdraw our services. No refunds will be given / payment in full will be required. (We can contact the venue on your behalf if you are in doubt before you sign the contract.)

We will be using the details you/the venue will be providing on your access form (to follow) to enable us to safely set up your event and ensure the health and safety of our employees. We will not put employees at risk. If any of these details are incorrect and pose a Health and Safety issue, we reserve the right to withdraw our services with no refunds being given/ payment in full being required.

If you, the hirer, provide the venue, you must ensure there is vehicular access that is wide enough for our vehicles and for any items that may be booked e.g. Fair ground rides (these may come in on HGV's, you must also ensure that the route is free from any obstructions.)

The Hirer must also ensure the ground surface is suitable for the equipment to be placed on and that Bamboo Brazil Event Catering can secure the equipment with metal stakes. It is advisable to check for any under lying services e.g. Water irrigation pipes etc. If it is deemed unsuitable due to Health and Safety reasons and/or would cause damage to the equipment, we reserve the right to cancel the event with no refunds being given/ payment in full being required. (If in doubt, please send photos of the site or site visits can be arranged which may incur an additional cost, prior to signing the contract). If the contract has

been signed and the deposit paid, prior to these investigations, the deposit will remain non-refundable.

5 CONDITIONS OF USE OF EQUIPMENT

It is our policy to conduct operations safely, protecting the Health and Safety of our employees and members of the public. Bamboo Brazil Event Catering will always have the right to refuse to allow a member of the public to use the equipment for any reason whatsoever, especially if it relates to Health and Safety. Glasses are not permitted to be worn on a lot of the equipment, nor loose items, nor shoes, nor anything that is deemed inappropriate by Bamboo Brazil Event Catering staff. If Bamboo Brazil Event Catering deems a member of the public is intoxicated then they will be refused to allow to take part/ use the equipment, if it is deemed they could pose a danger to themselves or others. Safety is considered first in all our activities. However, safety is everyone's responsibility. Everyone takes part at their own risk.

6 DAMAGE OR LOSS OF EQUIPMENT

Any theft or malicious deliberate damage of any sort to the equipment hired, will be invoiced to the Hirer at the cost to repair the item or if it cannot be repaired, at full replacement cost.

If the equipment supplied by Bamboo Brazil Event Catering is to be left on site, the responsibility of the goods passes onto the hirer and the hirer is expected to take all reasonable precautions to prevent theft or damage. Any theft or damage of any sort to the equipment hired, will be invoiced to the hirer at full replacement/repair cost.

7 WEATHER

If Bamboo Brazil Event Catering deem that the weather conditions i.e. Rain, snow, thunder, lightning, wind, excessive heat/sun pose any Health and Safety risk whatsoever to whomsoever, at any point during the event, we reserve the right to close down the equipment until such a point that it is safe to resume use. Most attractions can continue in light to moderate rain but the closure of an attraction will be solely at the discretion of Bamboo Brazil Event Catering. If the wind reaches over 5

on the Beaufort scale, it is a Health and Safety requirement that we deflate some attractions. No reductions to the hire cost will apply for any time lost. If the Hirer decides not to proceed due to weather conditions full payment must still be made/ no refunds will be given.

8 TIMINGS

Bamboo Brazil Event Catering will not be held responsible for any delays in setting up / removal of equipment caused by the venue / third party that are outside of our control. It is the duty of the Hirer to inform the venue (if the Hirer has supplied the venue) of setting up and de-rig times and the nature and content of the equipment to be installed, unless Bamboo Brazil Event Catering have hired the venue whereupon it is our responsibility. If there any timing restrictions you must advise Bamboo Brazil Event Catering prior to confirming your booking. We require ample time to set up and de-rig the event. Bamboo Brazil Event Catering cannot be held responsible for delays caused by un-cooperative venue personnel. Bamboo Brazil Event Catering will set off to the venue location allowing ample time to set up. If there is a traffic delay due to an accident etc. we will notify the Hirer as soon as it is possible to do so. If delay occurs due to Bamboo Brazil Event Catering negligence, reimbursements may be made but will vary depending on delay and will never be more than the total hire cost.

9 STAFF AND ABUSE POLICY

All staff being used on the day by Bamboo Brazil Event Catering will be of smart appearance. Unbranded vehicles, equipment and uniforms are available on request (subject to availability). The term “unsupervised” means there is not a member of staff from Bamboo Brazil Event Catering present at the event to operate / supervise the equipment.

We do not tolerate any form of abuse towards our staff. We reserve the right to cease operating the equipment and withdraw our services if this occurs. No refunds will be given/full contractual obligations to pay will apply. This includes excessive drunken behavior resulting in abuse. Our

staff are there to provide an event and not to marshal excessive and unruly behavior. If this occurs, if after a warning it continues, operations will cease with no refunds given/full payment being required.

10 STAFF BREAKS AND REFRESHMENTS

The hirer will supply food and drinks to Bamboo Brazil Event Catering staff, unless previously agreed they will not with Bamboo Brazil Event Catering.

We staff equipment according to the attractions you have booked. Staff will be entitled to comfort breaks/sanitary breaks in accordance with the relevant laws. This may mean that equipment might be shut for a period of time. If you require continuous staffing requirements, an additional member of staff will need to be costed and added to your booking.

Please advise the sales team accordingly.

We do not tolerate any form of abuse towards our staff. We reserve the right to cease operating the equipment and withdraw our services if this occurs. No refunds will be given/full contractual obligations to pay will apply. This includes excessive drunken behavior resulting in abuse.

11 HEALTH AND SAFETY OF Bamboo Brazil Event Catering STAFF

The venue/hirer will assume responsibility for the Health and Safety of our staff whilst they are upon their premises in accordance with the Law of the Land at that time.

12 INSURANCE COVER

Bamboo Brazil Event Catering and their contractors will have employer & public liability insurance cover for the event but all contestants/users take part entirely at their own risk.

Risk assessments and insurance documents are available on request.

There is no insurance cover for unsupervised or dry hire items.

13 COMMITMENT TO CARE

Bamboo Brazil Event Catering accepts no liability for any damage, loss, illness or injury resulting from this event howsoever it may have been caused, save for death or personal injury caused by its own negligence.

Bamboo Brazil Event Catering accepts no liability for any illness or injury resulting from over exertion, aggravation or precipitation of any medical condition caused by participating in this event. People suffering with neck, back and joint issues are advised not to take part.

Hirers must convey that all persons participate in this event on the express understanding that it is at their own risk and participants are strongly advised to seek medical advice before participating. Hirers are responsible for advising that all participants should report any accidents, incidents or instances of feeling unwell to the appointed first aiders/Bamboo Brazil Event Catering staff at the time and to notify Bamboo Brazil Event Catering on the day of the event. The hirer will be responsible for the overall site.

Operators have the right to refuse the use of apparatus to any person they feel may be a hazard to themselves, other persons or equipment.

14 REPLACING FUEL INTO GENERATORS

It is a legal requirement that some inflatable equipment is to be deflated and rested if the generator that is powering it requires refueling. The Hirer confirms their acceptance of this upon signing.

15 FIRST AID

The hirer must ensure there is adequate first aid for the event. Bamboo Brazil Event Catering can provide this service at an additional cost. Bamboo Brazil Event Catering are not responsible for providing first aid to members of the public.

16 SCHOOL EVENTS AND CHILDREN'S PARTIES

The hirer, being the school or parents shall assume responsibility for children at all times and ensure they behave in an appropriate manner at all times. If the children are deemed to be unruly and pose any Health and Safety risks, if the hirer or parent cannot control their behavior, we reserve the right to cease operating the event.

17 RUBBISH DISPOSAL

It is the responsibility of the hirer to ensure all rubbish created as a result of the event, is disposed of, if the hirer sourced the venue. Please note will not be responsible for rubbish disposal.

18 PHOTOS

We do take photos at events to be used for marketing purposes (if this should create an issue, please contact the office). We do take photographs of our equipment when it is set up pre event, for health and safety purposes. This is a requirement and used for internal purposes only.

19 THIRD PARTIES

Bamboo Brazil Event Catering is not responsible for non-fulfilment or breach of any contracts by proprietors, managers, employers or artists, but every reasonable safeguard is assured. Wherever possible in such cases, Bamboo Brazil Event Catering will replace the venue, act or equipment with that of similar price and quality.

20 INABILITY TO OPERATE/PERFORM DURING AN EVENT

Where operators and artistes are prevented, or will be prevented from operating equipment or performing their act during the event due to e.g. inclement weather, health and safety reasons, power cuts or any other circumstances beyond their control/ force majeure the full fee shall still be payable.