

Terms and Conditions

General

- (a) The contract is for the hire of equipment detailed on the contract. The parties to the contract are:
- (i) The Hirer, as an individual or an organisation whose official representative will be the signatory of the contract.
 - (ii) The supplier, Blue Flame Event Hire 13 Wildwood, Eastbourne, BN23 8NZ
- (b) All equipment hired remains the property of Blue Flame Event Hire at all times.
- (c) Where the Hirer is in breach of contract, Blue Flame Event Hire may terminate the contract and collect equipment without affecting any rights to recover monies owing or breach of contract damages.
- (d) Acceptance of goods and services from Blue Event Hire implies that you have accepted our Terms and Conditions.

Charges

- (a) Hire charges will be for period of 3 or 7 day multiples, including Bank Holidays, as detailed on the hire contract. All charges quoted are subject to VAT at the current rate.
- (b) Blue Flame Event Hire offer a "Return Dirty" option on some hire equipment; this is an optional extra and charged at 20% of the hire cost.
- (c) A non-refundable deposit of up to 25% of the contracted payment amount, including VAT, is required to secure and confirm your order.
- (d) A refundable holding deposit may be required as security on equipment hired. Any balance due is refunded back to the original source of the funds on return of the equipment in sound / clean condition and following a check by Blue Flame Event Hire staff.
- (e) All outstanding payments, including VAT, will need to be paid in full at least 28 days prior to delivery.
- (f) Any parking fines or other parking costs incurred, due to inadequate provisions made by the organisers of the event, for delivery and collections by Blue Flame Event Hire will be re-charged to the Hirer.
- (g) Any equipment unavailable for inspection or collection, after a reasonable time, will be deemed to be lost and a charge will be made to the Hirer equal to the current replacement value of the equipment. The Hirer agrees to pay for all equipment loss, repair and cleaning (see clause h). Hire charges for equipment will continue until full payment is made.
- (h) Equipment must be returned in the same condition that it was supplied to the Hirer, with reasonable wear and tear. Any hire equipment returned dirty will incur a 20% charge of the hire value of these items.
- (i) All cancellations must be confirmed in writing. The following charges will apply on top of the non-refundable 25% deposit.
Up to 30 days prior to delivery - 50% hire cost payable by the Hirer.
Up to 14 days prior to delivery - Full charges will apply to the Hirer.
- (j) Blue Flame Event Hire reserves the right to refuse hire for any reason.
- (k) Delivery and collection will be charged at current Blue Flame Event Hire rate and to a single location. Failed delivery and collection attempts will be charged at current rates. Large orders maybe subject to multi delivery and collection charges. Multi drop locations can be arranged at an extra cost.
- (l) The Hirer is fully responsible for all expenses, loss of rental, damage to equipment caused by misuse or negligence during the hire period.
- (m) Reasonable deduction of hire cost will be made, where Blue Flame Event Hire is unable to replace or repair an item that has developed a fault or has an inherent fault. The Hirer is responsible for reporting any faults within reasonable time of the issue occurring.
- (n) Blue Flame Event Hire reserve the right to charge the Hirer interest on unpaid invoices at the rate implied by the law under the late payment of Commercial Debt Act 1998 (where applicable) or at the rate of 4% above the base rate of the Bank of England. All charges incurred in the recovery of money owed are payable by the Hirer.

Responsibilities of The Hirer

- (a) Adequate delivery and collection access will be provided by the Hirer. Any loading, unloading, set up or break down assistance provided by Blue Flame Event Hire is at the Hirer's risk.
- (b) The Hirer is responsible for checking quantities and condition of equipment on delivery. Blue Flame Event Hire must be notified of any damage or shortfall immediately in writing.
- (c) The Hirer accepts full responsibility for the security and safe use of the equipment until collection or return to Blue Flame Event Hire.
- (d) The Hirer shall return all equipment in good working order. Damaged or missing equipment will be charged to the hirer for their full replacement value or the time and materials used to carry out the repair. Blue Flame Event Hire reserve the right to reclaim any loss of income due to equipment being returned faulty.
- (e) The Hirer agrees to insure all equipment on a full replacement basis against loss and theft. All insurance claim proceeds to be paid to Blue Flame Event Hire on demand.
- (f) The Hirer will not relocate hire equipment from the site of delivery without the written consent of Blue Flame Event Hire.
- (g) The Hirer is to follow all guidance and instructions given in relation to all hire equipment and where appropriate have sufficient fire protection equipment available.
- (h) Where hired goods require gas and/or electricity, the Hirer is to ensure the correct type and voltage is used and installed by a qualified and competent person.
- (i) Gas appliances should be used in a well-ventilated area; Blue Flame Event Hire cannot be held responsible for any issues arising from the incorrect use of gas equipment.
- (j) The Hirer is responsible for making sure Gas Bottles are on hard standing or caged and secured to prevent toppling.
- (k) The Hirer is to notify the supplier immediately of any fault, loss or damage to the hire equipment. The Hirer is not to continue to use any hired goods when damaged or faulty.

Responsibilities of Blue Flame Event Hire

- (a) Agreed hire rates will be maintained for the length of the contract.
- (b) Appropriate instructions on the safe use and operation of the equipment will be provided by Blue Flame Event Hire. Blue Flame Event Hire does not accept responsibility for any loss or injury caused by the use of company equipment.
- (c) All powered equipment will undergo appropriate testing and inspection in accordance with relevant statutory requirements prior to commencement of hire.
- (d) Blue Flame Event Hire will supply equipment as described on the website but it might not be identical to the photo used, all items are offered subject to availability. All equipment will conform to the same standards.
- (e) If equipment cannot be supplied on the agreed date because of circumstances beyond a reasonable control, Blue Flame Event Hire shall return all monies paid and not be liable to pay further compensation to the Hirer.
- (f) The liability of Blue Flame Event Hire, for any claims made by the Hirer, will not exceed the contract charge and does not extend to any consequential or financial loss caused by late or non-delivery, unsuitability, breakdown or lawful repossession.
- (g) Blue Flame Event Hire will make reasonable attempt to attend the delivery location to carry out a repair or provide a replacement of an item that, they have been notified, has developed an inherent fault.