

TERMS OF BUSINESS

Date: Example Date – 1st January 2021

Buyer: Example Name – Dan Brooks

Agreement for the service of;

1. Definitions: "THE CLIENT" means the person or company hiring equipment, staff or a service from Brooks Bar Hire. "THE EQUIPMENT" 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: Shortly before the event, 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. Bookings are confirmed as soon as the client has paid their deposit to Brooks Bar Hire Orders are accepted subject to equipment being available at the time of order. Terms of Business are also available at all times at www.brooksbars.com/about-us
3. Cancellation – Upon The Client paying their deposit, there is a "14-day cooling off" period whereby the customer may cancel no questions asked. Beyond this point, deposits are non-refundable as Brooks Bar Hire will be turning away business under the understanding that The Client has committed to the chosen date.
Deposits are non-refundable if being cancelled due to a Pandemic. Brooks Bar Hire will allow The Client to postpone their Event to the date of choosing completely free of charge.
4. Minimum Spend Agreement: Brooks Bar Hire will issue the Client with a Minimum Spend Agreement. 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 no later than 72 hours post-event.
4a. Number of Guests: The Minimum Spend Agreement is agreed at the time of booking based on the quoted number of guests – IE, the greater number of guests, the lower Minimum Spend. In the lead up to your event / on the day of your event, Brooks Bar Hire cannot be held accountable for drop-outs – please ensure you quote the final number of guests at the time of your booking as this cannot be changed at a later date and must be honoured. It should be understood by The Client that Brooks Bar Hire have a certain capacity per calendar weekend. Bookings are taken based on a criteria including numbers of guests that will deliver a viable event. To suddenly drop the numbers of guests can create an unviable event which is why the initial Minimum Spend Agreement must be honoured.
4b. If in the event of not fulfilling your minimum spend, Brooks Bar Hire are not obligated to supply stock to the value of the minimum spend. Brooks Bar Hire will do everything to ensure you meet the minimum spend, but it is the responsibility of the client to request till updates to increase the spending at their event if necessary.
5. Pre-Paid Packages & Dry Hire Payments – Deposits will secure the date for The Client. For dry hires and pre-paid packages, payment must be made in full no later than 48 hours prior to the Event date.

Signed:



Daniel Brooks
Managing Director
Brooks Bar Hire

Signed (The Buyer):

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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. 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 and the Client will be liable to pay their Minimum Spend Agreement.

8. 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.

9. Power Supply: All of our equipment requires a 240 volt 13amp socket power supply within 5 meters reach unless otherwise stated. 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. Protection From the Elements – Brooks Bar Hire require a footprint of 4m width x 2.5m depth unless otherwise stated via email of which this area must be under-cover and Protected from the Elements. Any water/weather damage either in dry hire or managed Events is liable to the Client.

11. 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 any Congestion Zone Charges / ULEZ 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 situ of where bar setups are to be installed.

12. Level Ground – When installing bars outside, it is the responsibility of The Client to ensure situ is on level-ground. If installing on to unlevel ground Brooks Bar Hire will chock/level the ground to the best of our ability but will not accept complaints if work surfaces are uneven.

13. Public Liability Insurance: Brooks Bar Hire holds £5 million public liability insurance. Copies of our certificate are available upon request.

14. 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.

15. 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, pandemic, breakdown restrictions on the use of transport, fuel or power.

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.

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.

Signed:



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Managing Director
Brooks Bar Hire

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18. 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 with the Minimum Spend Agreement being liable to the Client.

19. 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.

20. 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.

21. 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.

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

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

24. 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.

25. All Glassware, Equipment, Bars Lost or Broken will be automatically charged at Replacement Cost.

26. 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.

Signed:



Daniel Brooks
Managing Director
Brooks Bar Hire

Signed (The Buyer):

Printed:
