

## Terms and Conditions & Hire Agreement for Equipment

We want everyone to have a fabulous experience at their sleepover, picnic or spa party and for that reason we take Health and Safety very seriously. The last thing anyone wants is a great event being ruined by unfortunate accidents or mishaps. For insurance reasons we also need to ensure that you are aware of all the rules and regulations surrounding your hire.

We ask that you carefully read and sign our Terms and Conditions for Hire when we deliver your sleepover party hire equipment.

### **Applicable for hire of all sleepover and party equipment**

1. These terms and conditions apply to all orders given to and accepted by The Happy Wigwam Company. In these conditions "you" means the hirer of any equipment and "we" means The Happy Wigwam Company. The terms and conditions can only be varied in writing by a representative of The Happy Wigwam Company.
2. You must pay the full balance due for hire of the equipment (as set out in any invoice from The Happy Wigwam Company) 7 days prior to the day of delivery of the equipment (14 days for larger hires). This is a condition of the contract and we reserve the right to refuse to deliver the equipment without any liability for any consequential loss to you if you have not done so.
3. We will deliver the hire equipment to you on the date and at the address specified on the booking form.
4. You must ensure the area in which the equipment is to be set up is cleared of furniture and any other items that may make the set up difficult, at the agreed arrival time. We cannot assist in moving heavy items of furniture or other items. Access to the space should also be clear to allow the equipment to be delivered safely.
5. It is your responsibility to measure the space required to accommodate the camp or picnic/spa set up. No recompense will be given if equipment cannot be fully utilised due to inaccurate measurement of the space.
6. It is the responsibility of you to ensure that all possible steps are taken to avoid injury to users or damage to the hired equipment.
7. A responsible adult, who is not under the influence of drugs or alcohol, must closely supervise the hired equipment at all times.
8. Accessories may contain glass, breakable or small items unsuitable for young children. Please ensure children are fully supervised at all times.
9. Do not allow children or adults to climb on the hired equipment.
10. Slime, nail polish, face paints, messy foods or chewing gum are not permitted on the hired equipment.
11. Smoking, pets and naked flames are not permitted on or near the hired equipment.
12. The equipment must be returned in an acceptable condition, i.e. clean, unsoiled and undamaged. If it is soiled or damaged the hirer agrees to pay any sums incurred to cover the cleaning costs and any costs of repair, replacement and/or loss of earnings as a result of the equipment being out of commission.
13. No food or drinks are supplied by us. We cannot take responsibility for food and drink packages arranged via third party companies in the event that you are dissatisfied or suffer any ill effect due to any product supplied. Any complaints or grievances will be directed to the relevant supplier.
14. It is the hirer's responsibility to check ingredients for allergens and seek permission from parents/carers for children to use any skincare products provided. We cannot take responsibility for any adverse reaction suffered by the use of any of the pre-packaged skincare products provided.
15. It is the hirer's responsibility to seek permission of parents/carers to allow children to consume any sweets or treats provided. Ingredients will be provided upon request. We cannot take responsibility for any adverse reaction caused by the consumption of any sweets or treats provided.
16. You agree to allow photographs to be taken of the equipment once set up at your address and the images being used on social media and other platforms for promotional use. No images showing children will be used without consent.
17. The Happy Wigwam Company and/or any of their agents, employees, directors or other representatives shall not be held liable for any injury, loss or damage to persons or property sustained as a result of any failure by any person to follow these terms and conditions or any other rules, instructions or conditions given to you (including but not limited to specific instructions and guidelines for the hire equipment) by any representative of The Happy Wigwam Company, either verbally or in writing, before or during the hire period.

## Cancellation Policy

### *Cooling off period*

Bookings cancelled within 14 days of booking will receive a full deposit refund. Where a booking is made with 14 days or less until the hire date, a charge for any services carried out will be made.

### *Cancellations*

Bookings cancelled 14 days, or more, before the hire date will receive a deposit refund, less a £10 administration charge.

Bookings cancelled with 13 days or less notice will receive no refund of deposit.

Full payment is required 7 days before the hire date or 14 days for \*larger hires of 8 tents or more.

Bookings cancelled with 7 days or less notice will receive no refund of any payments made. (14 days for larger hires) Exceptional circumstances will be considered.

### *Reschedule/changes to hire number:*

Bookings can be rescheduled at no extra cost up to 15 days before the hire date (21 days for larger hires), subject to availability.

Bookings can be rescheduled between 8 to 14 days before the hire date (up to 14 days before hire date for larger hires) with a charge of £15 to cover readvertising and administration costs. Subject to availability.

Bookings may be rescheduled within 7 days or less of the hire date at the company's discretion. A charge of £15 will apply to cover readvertising and administration costs. If we are unable to secure another booking on the hire date, you will be charged 50% of the total hire cost to cover loss of earnings. However, if another booking is secured on the hire date you will only be charged for any shortfall in hire cost. Exceptional circumstances will be considered. Subject to availability.

Changes to the hire number can be made up to 7 days before your hire date (14 days for larger hires), subject to availability. Any reduction in numbers made 7 days or less before the hire date will not be refunded (14 days for larger hires).

In the event that we cannot set up your party due to adverse weather, or for any other reason, you will be offered the next available date or a full refund.

Please note, we cannot refund the cost of personalised and some bespoke items (unless cancelled by THWC). You can arrange to collect these, or in some instances we may be able to deliver or post the items to you. The hirer must cover postage costs.

\*Larger hire = 8 or more tents, or sleepover hire + additional packages for 6 or more.