



Party Equipment & Services Hire Terms & Conditions

Please read the standard Terms and Conditions for hire of SOS Entertainment equipment and services.

1. DEFINITIONS

Booking	Your booking for equipment and / or services through SOS Entertainment.
Booking Confirmation	Our acceptance and confirmation of your booking.
Calendar day	Any day of the year.
Contract	Contract for hire of equipment and / or services by you from us.
Deposit	Amount payable at time of booking. Required to secure your booking of services on the date you require. Generally this is non-refundable, except in circumstances described in CV-19 below. We do not require full payment of price at the time of making your booking unless you are booking less than a week before the event.
Equipment	Any equipment specifically detailed as supplied by us and hired by you, subject to these terms and conditions.
Hire period	The duration of hire - usually by the hour, day, evening or weekend.
Non-refundable deposit	Part of the deposit which is not refundable if the event is cancelled. You'll always be notified if this applies, at the time of booking.
Price	The total price payable for the hire of equipment, accessories and / or services from SOS Entertainment.
Security Deposit	The amount payable to secure the use of equipment. This security deposit covers non-return, loss, theft or damage to SOS Equipment.
Services	Includes services provided with some equipment (eg: DJ with dance floor hire; set up of inflatable items).

We / Us / Our	Means SOS Entertainment and additional agents, such as live acts, face painters etc.
Website	Refers to our online 'shop' and services as seen at sosentertainment.party
You / Your	Refers to you, the customer as the hirer of equipment and / or services.

2. CONTRACT

2.1 This document forms the basis of the contract. Nothing we discuss (before or afterwards), nothing on our website, marketing materials or social media posts forms part of the contract. This way, we hope to avoid confusion.

2.2 The legally binding contract between SOS Entertainment and You (Hirer / Customer) is formed when we accept the order / booking and send You a booking confirmation. The contract does not begin when You place the order or submit Your shopping basket via the Website - it has to be confirmed by us before the contract can start. This is so that we can be sure we are able to deliver what You are asking for, on the date that You want it.

Bottom line:

- **We always prefer to get a signature from our customers and you will be asked to sign the agreement which goes alongside these Terms and Conditions.**
- **Failure to sign doesn't mean there's no contract. Once the order is accepted and We have issued the Booking Confirmation, the contract is binding for You and Us.**

3. CUSTOMER / HIRER OBLIGATIONS

3.1 At the time of making Your booking, You will give us all the information we ask for. Failure to do this may delay or prevent us from accepting your booking.

3.2 For hire and use of equipment and / or services, the following conditions apply:

3.2.1 The venue must offer the access needed for safe parking, unloading, set up and take down. We always advise You to check these things with the venue and to advise us of potential issues including (but not limited to):

- Stairs
- Lifts
- Distance
- Access width / height restrictions
- Timing restrictions
- Noise restrictions
- Space and safe movement restrictions

3.2.2 If car parking charges apply, these will be paid by You, the customer. Parking charges will be chargeable to You if we are issued with a fine for parking in an area You have informed us parking is allowed. You must notify us before booking confirmation if your event is within the congestion zone.

3.2.3 The area the equipment will be set up in must be clean, clear and safe from anything that could cause accident, injury or damage to equipment, SOS staff or users of equipment.

3.2.4 We reserve the right to refuse to set up, operate equipment or perform services if we believe the venue is unsuitable or unsafe.

3.2.5 SOS Entertainment will not be held responsible for any obstruction, nuisance or interference.

3.2.6 Safety is the most important part of the event. Whilst our equipment and services are there to deliver fun, You and Your guests / participants must take responsibility for using it safely. We cannot be held liable in the event of accidents, incidents or damages.

3.2.7 You agree that, throughout the duration of the hire, You will be responsible for supervision of its use (unless this is equipment we have agreed to supervise as part of the hire agreement). This includes responsibility of care - preventing damage, however slight, to the equipment.

3.2.8 You agree to ensure that users of the Equipment use common sense and remove items with potential to cause damage to Equipment or to other users. This includes (but is not limited to):

- The wearing of shoes and spectacles.
- Carrying sharp objects, including key rings with keys.
- Wearing metal studded clothing or accessories.
- Wearing of jewellery.

3.2.9 You also agree to be responsible for the behaviour of individuals using the equipment (whatever their age and capacity). You should ensure you hold the necessary insurance to cover yourself or staff in this instance.

3.2.10 We expressly exclude any liability for loss, damage or injury cause to You or any person using the Equipment in an unsafe way, or in ways contrary to these terms and conditions.

3.2.11 In the Hire of our food-related Equipment which includes food items such as donuts, cakes, sweet confectionery or savouries, You are responsible for any issues relating to food allergies, intolerance or choking. We cannot be held responsible in the event of such incidents as a result of supplying these items as part of the agreed Equipment Hire.

3.2.11 You will not use the Equipment for any other purpose than as described in the website listing or hire agreement. You shall not sub-hire the Equipment or allow the equipment to be used in an unlawful or unsafe way.

3.2.12 We may, in exceptional circumstances, decide that performance / use of Equipment is not advisable and should be closed down. If this happens, the full price will remain payable.

Examples of when this might be necessary include (but are not limited to):

- You or Your participants using the Equipment in an unsafe way.
- You or Your participants acting in an aggressive, abusive or other unsafe way towards our staff or towards each other.
- You or Your participants are under excessive influence of alcohol or drugs.
- Conditions are proving too dangerous to continue to safely operate the Equipment (such as very high winds during use of inflatables).

3.2.13 Unless we have agreed to supply a generator as part of the hire, You will ensure (where necessary) that a 13amp mains power supply is available. If power is needed but none is available within a safe distance, or it proves to be inadequate for running the Equipment or service, then the full Price will still be payable by You.

3.2.14 You must notify Us if there are any cables, pipes or underground services where the equipment is being set up and sited.

3.2.15 Our DJs reserve the right to refuse to play music or share digital visuals which are deemed to be abusive or offensive.

3.2.16 For our Karaoke Equipment Hire or Karaoke set as part of a DJ Hire, You agree that Hire is for the Equipment use by participants. There is no expectation or requirement that our DJ will take part in the Karaoke as a performer.

3.3 So that we're compliant with our own insurance, You agree to the following conditions:

3.3.1 Equipment is used in accordance with manufacturer recommendations.

3.3.2 Equipment is set up (and secured to the ground as appropriate) in line with manufacturer recommendations.

3.3.3 All inflatable and mechanical equipment must be set up by Us or our suitably experienced staff.

3.3.4 No person (s) showing visible signs of being intoxicated - through drugs, alcohol or other substances - shall be allowed to use any Equipment.

3.3.5 When Equipment is operated by You, it must be supervised at all times by a responsible person who is at least 18 years of age.

3.3.6 No food, drink, chewing gum or smoking is permitted on any inflatable or in any leisure play equipment, such as soft play items.

3.3.7 Adults (age 17 and over) and children (aged 16 and under) are not allowed to use inflatable or leisure play equipment at the same time.

Bottom line:

- **We'll ask lots of questions and You agree to give us the information we need.**
- **We may pass on lots of instructions and You agree that you'll follow them and will ensure your guests / participants follow them.**
- **When it comes to sweets, food and drink items, we'll order in the things You ask us for and will happily try to accommodate particular requests. But we cannot be responsible for food allergies and intolerances or accidental choking arising.**

4. HIRE PERIOD

- 4.1 The Hire Period is agreed at the time of booking and confirmed in our Booking Confirmation.
- 4.2 Extending the Hire Period at short notice, or even during the Hire Period, may be possible. This will depend whether there is already another booking for the equipment. The cost of Extended Hire Periods will be confirmed by us once we've identified the Equipment's availability.
- 4.3 If the Equipment Hire period is shortened or made impossible during the event, due to issues beyond our own control, the cost of the full Hire Period will still be payable. Reasons why this might happen include (but aren't limited to):
- Issues arising from the venue (eg: emergency evacuation or sudden closure).
 - Issues arising from utility failure (eg: power outage or loss of Wi-Fi).
 - Issues relating to unsafe use of the equipment, outlined in 3.2.12.

Bottom line:

- **Check the Booking Confirmation to ensure you have all the time you need with the Equipment / Service.**
- **If you need to extend the hire, talk to us - it's the quickest way for us to let you know if the Equipment will be available for longer.**
- **You're advised to make your own checks on the quality and service of utilities at the venue, particularly if they're going to be needed for your event. We can't be responsible for lack of utilities at the venue impact on us being able to deliver hire services (eg: poor wi-fi at venue).**

5. FEES & PAYMENT

- 5.1 When you book the agreed date and price, a non-refundable deposit is payable to secure your date and the price agreed. The deposit amount will be agreed at the time of booking. Exceptions are noted in section 6 (Cancellation).
- 5.2 The remainder of the payment must be made 1 calendar month before the date booked.
- 5.3 For bookings made less than two calendar weeks before the event, the whole payment will be due at the time of booking.
- 5.4 If We agree to defer or delay any payment due from You, that is Our choice and does not set a precedent for other payments or bookings.
- 5.4 For some Equipment-only bookings, a Security deposit may be required when the Equipment is collected by You or delivered to You. The amount will be agreed at the time of booking and will be stated on the Booking Confirmation. We will not release or set up any Equipment for You without the payment of the Security Deposit. We will keep some or all of this Security Deposit if any Equipment is not returned, is lost, stolen or damaged in any way. In cases where the Security Deposit is retained but is not enough to cover the costs of replacement or repair, You will also be liable for these additional costs, over and above the Security Deposit amount.
- 5.5 VAT SOS Entertainment is not VAT registered so there is no VAT added to the price.

5.6 If, for whatever reason, any sum of money is not paid to us for services or Equipment and falls overdue, we reserve the right to charge You interest and seek compensation on the same. This is in accordance with the [Late Payment of Commercial Debt \(Interest\) Act 1998](#). Calculated daily at 8% over the Bank of England Base Rate together with statutory compensation as laid out in the Act.

Bottom line:

- **Deposits are non-refundable because, once your date is booked, we turn down enquiries and bookings for that Equipment or Service elsewhere. Also, we often incur costs / expenses in preparing for your booking.**
- **A Security Deposit is needed for many of our Equipment-only bookings and is needed to cover the cost of replacing the equipment if it is lost, stolen or damaged. If you think this is unfair, please also consider that if we lose the use of Equipment as a result of loss or damage at Your hire, it affects our other bookings - which in turn negatively affects our reputation and our reviews if we have to cancel other bookings at short notice because the Equipment can no longer be used. A Security Deposit is a show of good faith for all of us.**
- **If you don't pay us on time, then we may recover interest and compensation from You, using the rates and amounts set by law.**

6. CANCELLATION

6.1 You can cancel Your Booking at any time before the start of the Hire Period, and You understand:

6.1.1 Your non-refundable deposit paid at the time of Booking will not be returned (section 5).

6.1.2 Bookings cancelled less than 7 days before the start of the Hire Period will be subject to a cancellation charge of 100%.

6.1.3 In cases where other Acts (such as Live Acts or Facepainters) are part of the event, their own cancellation charges may also apply.

6.2 You must inform us of cancellations as early as possible. These are not deemed as being accepted by us until we have confirmed this with You in writing - by text, email or other written form.

6.3 If cancellation is needed, we'll always try to work with you to find an alternative date to move your booking to, so that the event is postponed rather than cancelled. This way, your deposit is not lost but moved to the new date. If You want this option, You will need to discuss this with us **at the time of informing us about the Cancellation**.

6.4 If you do not inform us of the Cancellation, the full amount of the Hire Period is still payable.

6.5 If SOS Entertainment has to cancel the Equipment or Service Hire, due to illness or circumstances beyond our control, then the deposit and any monies paid by You to us will be refunded.

Bottom line:

- **Cancellation by You means your Deposit will not be returned to You.**
- **It may be possible to move your Deposit to a new hire date, so long as You discuss this with us at the time of making the Cancellation.**
- **If You don't let us know the event is cancelled, we'll still require full payment because we can't rebook the Equipment at short-notice and we may have already incurred costs.**
- **If we cancel with You, everything you've paid us will of course be refunded or carried to an alternative booking.**

7. COLLECTION / DELIVERY & RETURN

7.1 The Hire Period begins at the time and date stated on the Booking Confirmation. This is the time from which the Equipment will either be ready for collection from us or the time by which it will be delivered to YOU as agreed at the time of making your booking and confirmed in the Booking Confirmation.

7.2 For Hire which does not include a Service by us, you should check the Equipment at the time of collection or delivery. If anything is missing or there is visible damage to the Equipment, you should inform us immediately.

7.3 For Hire which does not include a Service by us, the Equipment is Your responsibility from the point of collection or delivery, until it is returned either by You or collected by us.

7.4 The Hire Period ends at the time and date stated in the Booking Confirmation. Any Equipment returned late will incur an excess charge. This will be calculated pro-rata of the standard hour / day Hire Cost.

7.5 In the case of any Equipment being returned to us early or unused, we are unable to issue any refunds of any kind.

Bottom line:

- **Most of the time, we'll be delivering and setting up for you. We'll check the Equipment with you because by doing this together we'll both be able to check the condition of the Equipment at the point it is left with you. In the case of any damage, this covers all of us by establishing the condition of the Equipment before the party starts.**
- **We will show you how to use the Equipment properly and safely, unless running it for you is part of another Service we're providing.**
- **Mostly, we collect and remove our own items. But if you're returning items to us after use, these must be on time, otherwise we'll have to charge you for the extra time, especially if it means we haven't been able to make the next booking because the Equipment was still with you.**

8. COVID-19 (CORONAVIRUS)

8.1 At SOS Entertainment, we aim to work in compliance with government guidelines on distancing, but for the purpose of clarity, We are a party Equipment Hire service and You are the Event Organiser. We cannot be held responsible as the 'Event Organiser' should any issues arise at an event using our Equipment or Services.

8.2 We regularly clean, sanitise and 'quarantine' our props and party Equipment for hire.

8.3 We reserve the right to cancel any Hire or remove items from our Hire Listings, if we have reason to believe there will be a problem with CV-19 compliance. For example, the removal of shared facial items and props from our photo booths. As government guidance can change at short notice, it may be necessary for us to remove items at short notice, including on the day.

8.4 Where required, our staff wear disposable gloves and masks. Staff disinfect their hands regularly.

8.5 For items requiring customers and participants to handle the same item, for example hand-held Magic Mirror, additional cleaning will be in place by any of our staff who are supervising. However, whether our staff are present or the item is Hire-only, You have overall responsibility to provide additional antibacterial wipes and hand-gel to support the health and safety of your guests.

8.6 We offer our services on the assumption that everyone (including ourselves) is doing their best to follow the latest [government guidance](#) on distancing and behaviour.

8.7 When You are asking questions at Your venue, relating to use of space and access to amenities available, it is expected that You will also be taking into account the need for social distancing alongside safe movement around the Equipment or Services You plan to hire from us.

8.8 If you have confirmed the Hire of Our Equipment or Services (and a Deposit has been paid), if the event is subsequently **cancelled due to Covid-19**, then Your deposit will be refunded. The definition of being **cancelled due to Covid-19** includes:

- Local lockdown and restrictions in the area of the event venue.
- Local lockdown and restrictions in our own local area, which make it impossible for us to fulfil our contract with you.
- Lockdown and restrictions in a local area where our services have been hired in the last 7 days.
- The self-quarantine of the You, as the Hirer or a member of your immediate household.
- The closure of the venue due to Covid-19.

8.9 It is expected that there will be occasional issues arising from additional venue-specific regulations or requests, on top of government ones. It is Your duty to pass these additional requests to us in good time before the Hire Period. If You or Your Venue fail to pass this information to us, then we cannot be responsible if this means we are unable to fulfil the Hire Contract. No refund will be offered and the full Hire Cost will be payable.

Bottom line:

- **It's important that we work together to keep everyone safe, so Hire of Our Equipment and Services must take place safely and in compliance with regulations. Your role is to work with us and to take responsibility for the event and for the health and safety of your guests or participants.**
- **If things can't go ahead due to government restrictions, then of course We'll refund any money You have paid us.**
- **If things can't go ahead due to something that was known, by You or the Venue, but wasn't communicated to us in good time, then the Hire Cost will still be payable.**
- **Sometimes it's just not going to be appropriate to Hire out certain items, or to include certain accessories in the Hire. Please bear with us on this and recognise that whilst We don't make these decisions lightly, what's decided is always with our customers' best interests (and health) in mind.**
- **It's an uncertain time where things change at short notice. Our main source of guidance will always be from the government. Let's show a little understanding to each other at this difficult time and try to work through any issues together.**