

Candy Cart Hire Agreement

[Version: 02 | Dated: January 2020]

General Conditions

We shall make our best efforts to supply you with the goods requested, but we reserve the right to supply you with similar goods.

All Equipment and goods for Hire remain the property of Maddison Entertainment and their Business partners. All goods for sale remain our property and will remain with us until full payment has been made and confirmed by our Banking Partner if made via Bank Transfer.

Deliveries to any third parties or unoccupied premises are made entirely at your risk!

Our quoted price is for a hire period of three hours only, please note this does not include delivery and collection. Subsequent days will be charged at a daily rate unless a special agreement has been arranged prior to the event between Maddison Entertainment and the Hirer.

Booking

We require a non-refundable deposit of **£50.00** to reserve your booking.

Please note that all dates will only be provisionally booked until the deposit has been paid or when we receive payment in full.

Payment

We require payment in full no less than seven days before the hire date. Should we not hear from you before this time then we will assume that our services are no longer required and cancel the order, you will be notified should this happen.

You will receive a confirmation email detailing the order details and dispatch date upon receiving payment.

Cancellations

You can cancel your order anytime up to 8 weeks before your event with no financial penalty. Any orders cancelled after the 8-week period will be charged a cancellation fee, this will be 75% of the total order value we have quoted/invoiced you for.

CANCELLATION FEES

Less than 8 weeks prior to your event – 10% of total cost plus the £50 deposit.

Less than 4 weeks prior to your event – 50% of charge is due plus the £50 deposit.

Less than 2 weeks prior to event – 100% of charge is due.

Please note that the booking deposits are non-refundable.

If for any unforeseen reason we are forced to cancel your order then you will be notified and all deposits, payments made will be refunded in full.

Prices

We reserve the right to change our product prices without notice.

Once the holding deposit has paid the total order value will be honored and will not be subject to change.

Quotes given may be subject to change on price or availability until the holding deposit is paid.

Last minute bookings

We are able to cater for last minute bookings; we class last minute bookings as any orders placed with less than four weeks before the event date.

Last minute orders are subject to availability and we require payment in full before confirming the order.

Please note we cannot accept responsibility for any items that are received late due to non-delivery, late collection, non-collection, breakdown or unsuitability.

Hire period

The hire period is maximum 4 hours ordinarily, unless otherwise stated.

Please note that if our item is not ready for collection on the agreed time and date then you will be subject to a charge for each failed collection. There will also be a daily charge for each individual item whilst the item remains uncollected. These charges will be invoiced and sent directly to you; we would then require payment no later than 30 days from the invoice date.

Changes to your booking

We appreciate that you may need to change your booking/order due to a number of reasons, should this happen we require you to notify us within a reasonable time period, all alterations will be subject to availability.

Loss and Damage

Missing items or damaged items will be charged at the full replacement value, we will not accept any substitute replacements. We also reserve the right to charge you for any loss of profit as a result of the loss or damaged goods during your Hire.

Should you be charged for any damage you may request by email, phone or written communication that the goods be returned to you, this must be within 14 days of being informed by us of the charges. If you wish to have the damaged goods returned to you this will be done so at your own cost. Should we not hear from you within the 14 days then the named items that are damaged will be disposed of.

We expect items to be returned in the same condition as when they were provided.

A thorough visual inspection will be carried out by our team during set-up and before taking the hired equipment away.

Any loss or damages/breakages to our glassware, tongs or non-disposable decorations will be charged at full replacement value.

Any items we deem as unreasonably damaged will be charged at the full replacement value, including but not limited to our sweet carts, candy floss or popcorn machines.

We would expect our hire items to be returned dirty and with potential marks and non-permanent stains, what we deem as unreasonable damage is any items that are no longer fit for hire, due to non-repairable damage and permanent marks/stains in the opinion of Maddison Entertainment and their Business Partners.

Insurance

It is your responsibility to ensure that the hired items are covered by that of your own insurance or the venues insurance with regards to public liability risks. Maddison Entertainment will not be liable for any claims made by any persons for injuries or damages caused by or in conjunction with the hired items, including our fitting service.

Liability

Maddison Entertainment accepts no liability for any injuries or damage to any persons or property arising from any items under hire.

Customer Liability

Maddison Entertainment cannot be deemed liable should any guests at your function take an allergic reaction to any sweets/cakes/biscuits provided at your event. Should any of your guests have a nut allergy or similar please notify us and we will try our very best to provide an alternative for such guests. If an alternative cannot be provided it is the customer's responsibility to notify their guests.

Children should be supervised at all times as Maddison Entertainment CANNOT be held responsible if a child chokes on any of the items provided at the event.

Sample's meeting

We Welcome you to arrange a meeting where you can sample our products first hand, we can also arrange for a demonstration of the hire equipment (Candy Cart) that Maddison Entertainment provides for hire. Please note that these meetings are only available by appointment/request from the customer and there will be a small quantity of each sweet to try as this is for sampling purpose only.

Marketing Disclaimer

We reserve the right to take photographic images of the cart at your event/venue and use them for promotional and marketing purposes.

Hygiene Certificates

All our staff are all hygiene qualified & approved to Catering Supervisor Standard which is over and above what is required for the delivery of the service. Hygiene is our number one priority for all our services and therefore we ensure all sweets jars are sealed until guests arrive.

Rights Reserved

Any failure by us to enforce any or all of our terms and conditions shall not or be interpreted as a waiver of any of our rights.

Acceptance of Terms

By placing an order for any goods or services from Maddison Entertainment you are deemed to have read and agreed to our terms and conditions within this Terms and Conditions document.

We shall require a signed booking form from you (the person booking the service) that proves you have agreed and understood all of our Terms and Conditions at the time of placing your order.

LAW

These terms and conditions and any contract formed between us shall be governed by the laws of England and the English Courts shall have jurisdiction to resolve any disputes between us.

Customer Data – Privacy Policy

Any information you supply will only be used to contact you in connection with services provided and to respond to any requests you have made to provide the requested information. To see the full copy of Maddison Entertainment's Privacy Policy please request a hard-copy or view it online at:

<https://maddisonentertainment.co.uk/privacy-policy/> All operational policies are available too! at:
<https://maddisonentertainment.co.uk/our-policies/>

Maddison Entertainment WILL NOT under any circumstances sell, trade or rent your information to third parties.

Document Info

This is the Second version of Maddison Entertainment's Sweet/Candy Cart Hire Terms of Hire. They are subject to change at any time and you will be notified if they do prior to your hire.

You can view the most recent versions of Maddison Entertainment's operational policies and Frequently Asked Questions on their website www.maddisonentertainment.co.uk/our-policies



**MADDISON
ENTERTAINMENT**

LET ME ENTERTAIN YOU

BIRTHDAYS • FAMILY OCCASIONS • COMPANY EVENTS & MORE!

EQUIPMENT HIRE DISCLAIMER

Please note that all person using the equipment do so at their own risk.

The person/persons hiring this equipment and all items with said equipment is and will be responsible (Liable) for any damage, injury occurring from or as a result of misuse or reckless behaviour.

It is the sole responsibility of the person name on this form to ensure that the safety agreement is followed at all times.

Maddison Entertainment cannot accept any responsibility for any injury caused to any users

By signing this “disclaimer” you agree you that you have read the above agreement and you fully understand and accept the terms and conditions set out by Maddison Entertainment.

“I am fully aware that whilst the equipment is in my care I am fully responsible for said equipment and I will pay for any loss or damage that may occur, this includes the said equipment being returned in an unacceptable condition as outlined in No, 5 of the safety Agreement and I will expected to pay an additional charge”

I have received a copy of the equipment hire Agreement

I hereby agree to abide by the terms and conditions listed above.

Hire Date _____

SIGNATURE _____ **NAME** _____