

Terms & Conditions

1. Definitions

The "Hirer" means the person/s, organisation or company booking the equipment, act or entertainment with the "Company"

The "Company" means Tricycle Treats

'Dry' hire is the hire of equipment for the 'client' to operate and supervise themselves.

'Wet' hire is the hire of equipment or entertainment accompanied by a representative of the 'company' to supervise use of the booked equipment or entertainment.

2. Bookings

All equipment remains the property of the company at all times.

2.1 By placing an order with us either verbally or via e-mail regardless of deposit paid it is deemed that the customer has read, understood, fully agreed to and is bound by all our terms and conditions of hire.

2.2 In the event of traffic or other uncontrollable circumstances preventing us from being able to fulfil our contracted obligations our liability shall be limited to a refund of any monies paid in relation to the contracted event or a pro rata reduction in the hire fee in the event of delayed start. No further compensation will be paid irrespective of any loss of earnings.

3. Prices, Deposit & Balance Payments

All hires are subject to a deposit of £50 (Deposit is non refundable).

3.1 The balance to be paid in full and cleared 28 days prior to the event start date unless approved agreed otherwise in advance.

3.2 Terms for approved account clients will be strictly 30 days from invoice date unless agreed in writing by the company.

3.3 Advertised prices are subject to change without prior notification.

3.4 If the garden games are booked with us then an additional £100 security deposit is required which will be refundable upon finding the items are in the same condition they were when dropped off.

4. Cancellations

Any cancelled order is subject to the following cancellation charges

- 4.1** Prior to 8 weeks to event 25% of order value
- 4.2** Within 8 weeks prior to event 35% of order value
- 4.3** Within 6 weeks prior to event 50% of order value
- 4.4** Within 4 weeks prior to event 75% of order value
- 4.5** Within 2 weeks prior to event 100% of order value

4.6 The Company can cancel up to 7 days prior to the provision of the service. The Company will however attempt to provide the Client with an alternative provider.

4.7. Under no circumstances will the Company accept cancellation due to weather conditions. A full fee will be chargeable should the Client wish to cancel due to weather conditions.

5. Equipment

5.1 The company reserves the right to substitute hired equipment with equipment of a similar type and value without notice in the event of previous damage or loss of booked equipment.

5.2. All sizes quoted are approximate

5.3 All goods remain the property of the company at all times.

6. Site Location, Facilities & Conduct

6.1. The company reserve the right to refuse delivery if the venue or site is deemed to be unsuitable by our delivery personnel or if the client has failed to notify the company of any delivery obstructions such as stairs or excessive loading distances from our vehicle to the installation site. In such a case no refund will be given, and the full hire fee will be due.

6.2. The company reserves the right to cease operation and remove hired equipment from site if at any time a representative of the company feels that guests or clients conduct endangers the safety of the guests, clients, themselves, our staff or the safety of the hired equipment. In such cases no refund will be given, and full contracted fees will be due to the company.

6.3. The client is responsible for ensuring that suitable security and crowd control measures are in place prior to start of event.

7. Ice Cream & Alcoholic Sorbet Trike

When booking our ice cream & alcoholic sorbet trike please note the following:

- 7.1 Suitable access **MUST** be established **BEFORE** the hire begins. If this is not established and communicated to us before this time and we are unable to access the venue with ease or at all, the hirer is liable for this, and we reserve the right to stop the hire if deemed unsafe or unsuitable.
- 7.2 The location to serve from the ice cream trike must not be near any rubbish or smoking locations as this can affect the experience for the Hirer and their guests and is unsuitable for our staff.
- 7.3 We have a 5 Star Hygiene rating which is with Carmarthenshire Council, and we are required to display this when at any event. We can also provide this for the Hirer and the venue upon request.
- 7.4 If you or your guests have any dietary requirements, please advise us beforehand as we have many options available to accommodate. All items including the sauces and toppings all have ingredients available both on the day or the event and in advance. We currently use both Marios and Fablas Ice cream suppliers.
- 7.5 We do not need any power supply for our Trike as it is rechargeable and therefore do not need to provide any PAT certificates for this hire item.
- 7.6 If the weather is unsuitable to serve from an outside location please arrange with the venue for a secondary location. As we don't need power this won't be an issue. Please do make sure that the access into the venue is at least 1m wide for access of the trike.

8. Garden Games

8.1 Children

Our games are suitable for children but while this is the case, we also ask that children under 12 be supervised by an adult whilst playing with them.

8.2 Loss and Damage

From the 1st July a security deposit of £100 will be taken which will be refundable on collection and inspection of the items on hire, before this date all damages and losses will be sought directly from the Hirer. If all items are in the same condition they were dropped off then the deposit will be refunded after the event.

For items that are hired and left at the venue for use by the Hirer and their guests, the responsibility for them is with the Hirer. We will agree times for drop off and collection with both the customer and the venue.

If when we return to collect the items we find there are lost and/or damaged games and/or components the cost of replacing or repairing the equipment will be borne in full by the hirer. The hirer will be required to pay the owner the full amount for which the items were bought at retail cost for anything that is lost, stolen or damaged beyond repair. All items are expected to be collected in the same condition they were left with the hirer. When dropped off at the venue for the hire photographs will be taken and will again be taken on collection and will be available for viewing at any time.

9. Liability & Insurance

The company's liability insurance covers use of the equipment only whilst booked on supervised hire (supervised by a representative of the company).

The client agrees to indemnify the company for any damage or theft of the company's equipment whilst on hire.

The company accept no liability for any damage or loss of personal property and or any injury arising from the use of the hired equipment.

Any equipment booked on 'dry hire' is not covered by the company's insurance policy and the client is responsible for suitable insurance cover.

PLEASE DO NOT BOOK WITH TRICYCLE TREATS UNLESS YOU AGREE TO AGREE BY THESE TERMS AND CONDITIONS IN FULL.



If you are unsure or are not happy with our terms and conditions, then please call us on 07739 400005 or email admin@tricycletreats.co.uk.