



HooBar Hire Terms and Conditions

DEFINITIONS

'**Company**' is HooBar or their subcontractors or agents.

'**Client**' is the person hiring the equipment or services from the Company.

'**Period of Hire**' is the period from arrival by the Company and departure by the Company.

'**Deposit**' is the amount of money payable to HooBar to guarantee the booking.

'**Minimum Spend**' and '**Hire Price**' is an agreed income that will be achieved by the bar to cover overheads. The **client** would be responsible for paying the difference between the final sales total and the minimum spend figure should there be a shortfall. The Minimum Spend will be agreed at the time of booking and card details will be taken two days before the event to cover this amount and refunded once the Minimum Spend has been achieved.

'**Package**' is an add-on service that can be selected for providing reception drinks, favours, or table wine.

'**Remaining Balance**' the outstanding balance due after the **Deposit**.

1. CONDITIONS

Unless stated in writing all bookings are accepted subject to the Terms and Conditions of hiring stated below.

2. CONTRACT

- (a) No verbal representations or arrangements are recognised by the **Company**. A booking is only deemed valid once the **Client** is in receipt of a booking confirmation from the **Company**.
- (b) The **Company** will provide the **Client** with a booking confirmation upon receipt of a non-refundable **Deposit** payment from the **Client**.
- (c) The **Period of Hire** is not secured until the **Deposit** payment has been received by the **Company** from the **Client**.
- (d) Should the **Company** not have availability upon receiving the **Deposit** from the **Client**, the **Company** will refund the **Deposit** to the **Client** in full.
- (e) Once the **Deposit** has been received, a Temporary Event Notice will be applied for by the **Company** on behalf of the **Client** if necessary.



(f) If the Temporary Event Notice (TEN) is not granted by the local Authority, the **Deposit** from the **Client** will be refunded minus the charge of the TEN application fee.

(g) Whilst the **Company** will use its best endeavours to attend at the function and provide a satisfactory service, should the company be prevented from doing so for any reason outside its control (including mechanical breakdown, equipment failure, sickness, adverse weather conditions, civil unrest or war) the company shall not incur any liability for its non-fulfilment provided the **Client** is informed at the earliest opportunity. The **Client** is advised to take out event insurance to cover this.

(h) All items are subject to availability and where it is unavoidable suitable substitutions will be made.

(i) If in the unlikely event you feel that our service was not to the standard you were expecting complaints need to be made in writing to the company address within 14 days of your event date.

(j) All advertised prices include VAT at the current UK rate, unless otherwise stated.

3. PERIOD OF HIRE AND CHARGES

(a) The charges laid out in the quote are for hire only and not for purchase of equipment. The quote is valid for 30 days from the date stated on the quote.

(b) Full **Deposit** payment is required upon booking and the booking is not confirmed until the **Deposit** and the completed booking form are received by the **Company**. The **Deposit** is non-refundable.

(c) Full payment of the **remaining balance** is required 30 days prior to the **Period of Hire** and must be made in accordance with the terms stated in the **Company's** quotation.

(d) To confirm a **Period of Hire** a booking form is required to be completed. Completion of the booking form and payment of the **Deposit** is deemed as signing our contract and accepting these terms and conditions.

(e) The **Period of Hire** will be specified on the booking confirmation. Any equipment not returned to the **Company** by the end of the **Period of Hire** is subject to an additional daily hire charge to be paid by the **Client**.



4. PAYMENT

- (a) Payments must be made in accordance with the terms and conditions laid out in this document by the **Company**.
- (b) Should settlement not be made in accordance with our payment terms then interest will be charged at 4% per annum above the base rate of the Lloyds Banking Group plc.
- (c) If a booking is made 30 days or less before the **Period of Hire** full payment of **Deposit** and **Remaining Balance** is required at the point of booking.
- (d) Payment of the **Deposit** and **Remaining Balance** can be made by bank transfer, debit or credit card (1.69% administration fee applicable), and cheque. Please [contact us](#) for bank details. All cheques must be cleared prior to the **Period of Hire** date and must be made payable to “Katie A Hewitt-Brake”. A fee of £50 will be charged for any returned cheques, to cover bank charges.
- (e) Payments during the **Period of Hire** can be made using the following debit cards: American Express, Android Pay, Apple Pay, Maestro, Mastercard, Visa, Visa Electron, V Pay and GBP (£) sterling cash.

5. SITE

- (a) The **Period of Hire** charges are based on the assumption that the site for equipment instalment is a flat level firm ground with easy access for motor transport.
- (b) The **Client** is required to provide the **Company** with a plan showing the position in which the bar and or equipment are to be placed or should have a representative on the site for that purpose. In the absence of both then the **Company's** own staff, having placed the bar and equipment where they think fit shall be deemed to have completed the contract.
- (c) Only equipment specifically stated in the quote is included in the hire. The **Client** must ensure all aspects of their service and equipment requirements have been discussed with the **Company** prior to making the booking.



6. ACCESS

- (a) The **Client** is required to ensure that the **Company** have access to the venue at a mutually agreed time as detailed on the booking form for the installation of the bar equipment.
- (b) Any restrictions to venue access such as unloading restrictions, parking or height restrictions must be communicated to the **Company** 28 days in advance of the event.
- (c) A secure parking spot for the **Company's** vehicles should be made available next to the venue access point to ensure availability of additional stock and to facilitate easy loading and unloading.
- (d) The **Company** will install and remove equipment within the timescales specified on the booking agreement. It is the client's responsibility to ensure access to the venue and setup area is available during these times.
- (e) The **Client** will provide access to a reliable, safe and a properly earthed single phase 240 Volt mains electricity supply with the adequate power required for the job that is booked – if unsure please enquire for the kW usage on your event. All electrics should use a suitably rated and protected supply circuit that complies with the current I.E.E. wiring regulations. Should the electrical supply be deemed to be unsafe by the company the responsibility and costs of fault rectification lies solely with the **Client**. For larger scale events, additional power may be required, which will be specified on the booking form.
- (f) In the event of structural, physical or technical deficiencies in a venue or its electrical supply spoiling the operation of the equipment, the company will not be held responsible and no refund will be given.
- (g) The **Client** will provide adequate supervision of all guests and/or customers and/or staff at the venue and will be liable for any theft or damage to the **Company** equipment caused by said guests, customers, staff. The **Company** reserve the right to terminate their services at any point should we feel that our personal safety or equipment is at risk.



7. CONSUMPTION OF ALCOHOL NOT PROVIDED BY THE COMPANY

- (a) At the event guests are required to purchase their drinks from the bar provided by the **Company** and no additional drinks are permitted at the venue. This is a licensing condition for which the **Company** retain responsibility. The **Company** reserves the right to confiscate unauthorised drinks or remove them from the premises.
- (b) Arrival drinks arranged by the **Client** are permitted providing they are for consumption during the pre-meal period. The **Company** requests that they are informed of this before the event.
- (c) Table wine and all other table drinks including drinks for toasting arranged by the **Client** are permitted providing they are for consumption during the meal only. The **Company** requests that they are informed of this before the event.

8. LICENSING

- (a) The **Company** is responsible for the operation of the **Clients** bar in accordance with the Licensing Act 2003.
- (b) If alcohol is being sold to guests at the bar the venue must be licensed, this includes venues such as marquees and private houses. A copy of the license must be available for inspection by the **Company** 30 days prior to the **Period of Hire**.
- (c) If no such license exists for the premises the **Company** will apply for a Temporary Event Notice (TEN) on the **Client's** behalf. If the council do not approve the TEN the deposit will be refunded to the **Client** less the £21 TEN fee, and an administration fee of £10 to the **Company**.
- (d) The minimum notice period for the **Company** to submit a TEN to local councils on behalf of the **Client** is 21 days prior to the **Period of Hire**.
- (e) If the license application service has been selected the **Company** will carry a copy of the license.
- (f) The **Company** operates a strict policy on underage drinking. Guests that appear to be under 25 years of age may be asked to show photo I.D. in an acceptable format. Acceptable formats are limited to EU driving licenses or UK passports. It is the **Client's** responsibility to inform all guests to carry acceptable I.D.
- (g) The **Company** reserves the right to refuse alcohol if a guest appears too intoxicated or is behaving in an abusive or threatening manner.



(h) Bar opening times will be subject to approval by the relevant authorities.

9. VARIATIONS

(a) If for any reason the **Company** is no longer able to supply the equipment ordered the **Company** will notify the **Client** as soon as possible and supply alternative solutions.

10. LOSS OR DAMAGE

(a) Where glassware has been hired breakages or losses are chargeable to the **Client** at £1.00 per glass.

11. ATTENDANCE

(a) The **Hire** cost includes staff attendance by the **Company** as agreed as part of the initial quote.

12. CANCELLATION

(a) Should the **Client** wish to terminate the Contract the **Deposit** will be forfeited.

(b) In the event of the **Company** failing to provide the services agreed, the **Company** shall be liable to compensate the **Client** up to an amount not exceeding the quote total.