

Hire Terms and Conditions

- 1. The 'Hirer' means the person signing the booking form for 'Hire of equipment'. This includes electronic agreements such as social media requests, emails, text messages or electronic forms upon acceptance of the T&C section.
- 2. Booking Fee is required to secure your booking date.
 - 2.1. Do not send any payment until your booking is confirmed.
 - 2.2. Full Payment is required to accompany your booking 14 days before the event.
 - 2.3. Any personalised items requested are to be paid in full along with the booking fee at the time of booking
- 3. Hire is overnight unless specified otherwise
- 4. Prices are subject to change, the price advertised at the time of booking will be fixed for your hire date. Special prices or offers on hire can not be retrospectively added

5. Hirers Responsibilities

- 5.1. Age Restrictions: Use is specified as for ages 6+
 - 5.1.1. The equipment approved is to be used for children 6+ and under adult supervision
 - 5.1.2. We actively discourage the use outside of this age range
- 5.2. All Breakages, damages, loss or theft of equipment must be paid for, you will be sent an invoice for charges.
 - 5.2.1. Props/Scene elements: Please be mindful, props are for hire only, not to keep. Please return everything in the original packaging, unless stated otherwise
- 5.3. It is the hirers responsibility to ensure all children are supervised around all of our equipment. We will charge the hirer for the costs of any damage to any property caused by your breach of this clause, resulting in fees charged depending on the damage.
- 5.4. The Hirer is responsible/ liable for any damage or injury occurring from or as a result of inappropriate use, misuse or reckless use of any Moon & Stars equipment
- 5.5. Our team will carry out a dynamic risk assessment during the set-up process and ensure the conditions stated in this policy are followed. When our team leaves the premises it is solely the hirers responsibility to follow all guidelines and policies mentioned.
- 5.6. Health and safety appraisal will be caried out to ensure all entrances and exits from the room are accessible in case of emergency, if any changes are required, please adhere to this request for the duration of the hire/set up.



- 5.7. Illegal Substances
 - 5.7.1. We reserve the right to cancel the booking should there be evidence of drug use. This includes but is not limited to items being left around or the room smelling of substances
 - 5.7.2. In these cases you will lose your Booking Fee, travel and time expenses will also be deducted.
- 5.8. Hirer will read and agree to all sections of this document, any money sent will confirm the hirer agrees with all sections, polices, guidelines and information.
- 5.9. Fire risks
 - 5.9.1. Do not position equipment near an open flame. For example, Fire Pits, Gas fires, Log burning stove, Lit candles, Cigarettes, or any source of intense heat.
 - 5.9.2. Where practicable, All lights provided are battery operated and are safe to be left on overnight.
 - 5.9.3. Electrical equipment supplied by Moon and Stars will be compliant with current HSE regulations.
 - 5.9.4. It is the Hirer's responsibility to ensure electrical items are turned off overnight and when not in use
- 5.10. NO SMOKING PERMITTED AT ANYTIME WITHIN THE AREA If the equipment is returned smelling of smoke, additional cleaning fee will be charged
- 5.11. Please keep any pets away from our equipment
- 5.12. Hirer is responsible for ensuring sufficient space is available for selected package as below
 - 5.12.1. Tent, with mattress and table. 225cm (length) by 100cm (width)
 - 5.12.2. Double teepee. 225cm (length) by 220cm (width)
 - 5.12.3. Gazebo 350cm by 500cm
 - 5.12.4. Bell Tent 500cm x 500cm
- 5.13. No refunds will be given by Moon & Stars for failing to meet minimum space requirements
- 5.14. Choking Hazards: Please be aware that Batteries, lights and small parts may pose a choking hazard.
- 5.15. Allergies: Please inform Moon & Stars of any allergies at the time of booking, this may include but is not limited to food or fabric detergent allergies. If any special requirements are needed please let us know.
- 5.16. Where it is necessary to use Wi-Fi networks, it is the responsibility of the Hirer to ensure that the venue has a secured network. Open Wi-Fi networks can not be used. A secure network can be identified with the padlock symbol when searching.
 - 5.16.1. No refunds will be given due to network requirements not being met, Booking Fee will be retained by Moon and Starts and costs for travel and time will be deducted where necessary.



6. Moon and Stars rights and responsibilities

- 6.1. We reserve the right to make any changes to the services as is deemed necessary by us giving appropriate notice to the Hirer.
- 6.2. We shall use all reasonable endeavours to provide the services in accordance with the contract and shall perform the services with reasonable skill, care and diligence.
- 6.3. We will accept no liability or responsibility to the Hirer for any damages, costs, losses, claims, expenses, demands and proceedings including property of Hirer and their guests, or any consequential loss in these regards.
- 6.4. Moon & Stars shall process all data in accordance with GDPR regulations
- 6.5. It is not the intention to violate any copyright laws and all themes are only inspired by popular trends.
- 6.6. Cleaning and Covid policy will be adhered to in accordance with current government guidelines
- 6.7. Equipment supplied will be suitable for use, CE testing or similar is used as a benchmark for quality.
- 6.8. Risk assessment will be carried out during set up to ensure the area is safe for the equipment.
 - 6.8.1. Hirer will be informed of any significant hazards at the venue
 - 6.8.2. Moon & Starts reserves the right to cancel the booking if the area is not safe to use
 - 6.8.3. Moon & Stars reserves the right to cancel the booking on arrival if drug use is suspected on the premises

7. Refund and Cancellation Policy

In the unfortunate event the party is cancelled by the Hirer the following refund policy will be applied

- 7.1. A mutually agreeable rescheduled date will be offered subject to availability 7.1.1. This must be within 6 months of the original date
- 7.2. If cancelled 28 or more days prior to the event 50% of any balance paid will be refunded.
- 7.3. If cancelled within 14 days or less refunds will not be made.
- 7.4. Booking fee remains non refundable once paid.
- 7.5. Personalised items that have been paid for will be made available for collection by the hirer.
- 7.6. Upon any cancellation by Moon & Stars a mutually agreeable rescheduled date will be offered.
 - 7.6.1. If this can not be agreed will refund to the Hirer any monies paid to us in respect of the booking but Moon & Stars will not be liable to pay any compensation to the Hirer or any other person for any loss, damage or expenditure arising directly or indirectly from the cancellation.



8. Cleaning Policy

All equipment is cleaned in line with Government guidelines (detailed below).

- 8.1. Indoor set up: To prepare your home, the room should be empty and aired in preparation.
- 8.2. Please clear pathways for easy access.
- 8.3. All equipment has been washed according to government guidelines at 60 degrees on washable fabrics and including Dettol detergent. Fabrics that cannot be washed will be steamed. All hard surfaces are decontaminated with disinfectant.
- 8.4. Please do not attempt to clean any bedding or material products yourself.
- 8.5. Please only rinse cups. Do not put them in the dishwasher, this will result in damage.

9. USE OF IMAGES POLICY

- 9.1. We like to showcase our creations and will be taking photos of the equipment once set at your location for use on our social media pages and website. If you do not wish us to do this please state this when receiving your booking confirmation.
- 9.2. Any images or videos that you send to us may be used on our pages, please only send if you agree to this and have permission to use these images from relevant parties.
 - 9.2.1. This includes parents or guardians of any children who are in these images.

10. Liability

- 10.1. Nothing in these terms shall limit or exclude the liability of Moon & Stars, which may not be limited or excluded by law, including without limitation liability for death or personal injury caused by Moon & Stars negligence or fraudulent misrepresentation.
- 10.2. Subject to the above Moon & Stars shall have no liability (whether arising under contract, tort, or for breach of statutory duty or otherwise) to the extent that such liability would not have arisen but for the Hirer's breach of the contract.
- 10.3. Subject to the above clauses Moon & Stars, aggregate liability for all claims in relation to the contract (whether arising under contract, tort, or for breach of statutory duty or otherwise) shall not exceed the price paid by the Hirer.
- 10.4. This contract is governed and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.
- 10.5. No information included in this booking will be disclosed to any third party.
- 10.6. It is the responsibility of the Hirer to inform guests accordingly of the above terms and conditions.
- 10.7. Moon & Stars have suitable public liability insurance and take the upmost care to ensure the safety of all party guests at all times.

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- 10.8. Moon & Stars use high quality products and follow strict hygiene routines.
- 10.9. Liability cannot be taken for reactions or injury sustained whilst attending a party or thereafter.
- 10.10. All persons using our equipment do so at their own risk and it is the party hirer who is responsible / liable for any damage or injury occurring from or as a result of inappropriate use or misuse or reckless use.
- 10.11. This information is given for the safety of all people attending a party hosted by Moon & Stars and it is the sole responsibility of the Hirer to ensure that they are understood and adhered to by all party guests invited