

Event infrastructure – Terms & Conditions 2026/7

Definitions:

- **Lessee** shall mean the person, company or organisation by or on behalf of whom this agreement is signed with the view to hiring the equipment from the Lessor.
- **Lessor** shall mean Bolton Council.
- **Lessee's Agent** shall mean any person, company or organisation acting on behalf of the person, company or organisation whom this agreement is signed with the view to hiring the equipment from the lessor
- **Agreed Location** shall mean former Beales site, Bolton town centre, BL1 1RD.

Collection and Return of Equipment

- 1) The period of hire shall commence from when the equipment hired is collected by the Lessee at the agreed location: former Beales site, Bolton town centre, BL1 1RD.
- 2) The period of hire shall continue until all the equipment is returned by the Lessee to the agreed location: former Beales site, Bolton town centre, BL1 1RD.
- 3) The Lessee (or the Lessee's Agent) will sign a receipt for the equipment upon collection. By signing the Lessee (or the Lessee's Agent) acknowledges that it is the equipment required and they are subject to the terms of this agreement.

Safe Use of the Equipment

- 4) All equipment is provided ready to use and must be returned in the same condition. The equipment shall at all times remain the property of the Lessor and that the Lessee has no right, title, or interest in or to the equipment save for the use under these terms.
- 5) Any queries regarding shortages or damages to the equipment must be advised as early as possible by the Lessee (preferably on the day of receipt).
- 6) The Lessee shall not tamper with or modify any of the equipment provided.
- 7) The Lessee accepts liability for use of the equipment from point of receipt until it is returned to the Lessor at the end of the period of hire.
- 8) By accepting and using the equipment, the Lessee understands it their responsibility for the safe use of it and, as such, the Lessee should ensure that their event or activity is covered by appropriate types and levels of insurance. This will provide cover for the Lessee(s)' legal liability arising from accidental damage or injury that may occur during the event, including damage or injury to any member of the public or their property.
- 9) The Lessee will not do or permit to do anything which could invalidate the insurance referred to at clause 8.
- 10) The Lessee may be expected to carry out Health & Safety Risk Assessments prior to any event or activity taking place and consider their wider responsibilities to ensure the health and safety of all staff, volunteers, and members of the public.
- 11) The Lessor does not accept liability for any loss or injury caused by the use of the equipment.
- 12) Nothing in this agreement limits any liability which cannot legally be limited including liability for:
 - (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and

(c) breach of the terms implied by section 8 of the Supply of Goods (Implied Terms) Act 1973.

- 13) Subject to clause at paragraph 12, the Lessor's total liability to the Lessee shall not exceed **£50,000,000**.
- 14) Subject to clause at paragraph 12, the Lessor shall not be liable under this agreement for any:
 - (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) indirect or consequential loss.
- 15) Subject to clause at paragraph 12, all implied terms and conditions as to the quality or performance of the equipment provided under this agreement are, to the fullest extent permitted by law, excluded from this agreement.
- 16) It is the Lessee's responsibility to make an assessment of weather conditions throughout the period of hire and take any necessary precautions regarding use of the equipment.

Charges

- 17) No charges will be made for hire of the equipment, except in the following circumstances:
 - a. Equipment returned unclean or marked may be subject to a subsequent cleaning charge. The cleaning fee will dependent on the type of equipment hired and will be a reasonable fee based on a component cleaning company carrying out the cleaning.
 - b. If equipment is returned late, the Lessor reserves the right to charge the Lessee for additional staffing costs or associated costs arising from the late return (i.e. additional hire or purchase of replacement equipment). The associated costs will be dependent on the type of equipment hired. Staffing costs will be charged at £80 per call out for a late return.
- 18) The Lessor reserves the right to charge the Lessee the full replacement cost of such equipment (subject to inflationary price rises) in the event that it becomes damaged, lost, or stolen during the period of hire, or until it has been returned to the Lessor.

Feedback Forms

- 19) The Lessee must provide us the Lessor with a completed feedback form within five working days of their event being held. Failure to provide this could jeopardize any future hire of equipment from the Lessor.

Promotion & Branding

- 20) The Lessee must ensure that the logos below are utilised on any promotional materials for their event or activity where equipment provided by the Lessor is being used, ensuring all times that the equipment remains indefinable as being the Lessor's property.
- 21) The Lessee must ensure that the logos are positioned as shown in Fig 1.
- 22) The Lessee must provide the Lessor with evidence of the inclusion of logos on promotional materials as part of their feedback form.

- 23) If the Lessee is promoting their event on social media, they must ensure to use the hashtag *#EDRFG*.
- 24) The Lessee will be provided with display boards as part of the hire agreement. These must be positioned as prominently as possible throughout the Lessor's event or activity. The Lessee must provide the Lessor with photographic evidence of this as part of their feedback form.

Fig 1: Logo positions on promotional materials

