

Terms & Conditions

Definitions

THE COMPANY' is Rod Parsons.

'THE HIRER' is the person hiring the equipment from the Company and whose name appears on the customer invoice. The Hirer must be at least 18 years of age.

' HIRE PERIOD' is from the completion of set up to the removal from site of the equipment.

'A BOOKING' is the contract entered into by the hirer and the Company.

'THE EQUIPMENT' is the tents (Bell Tents, Stretch Tent or Awning), lighting, furnishings and associated items provided by the Company for the use of the Hirer.

'HIRE CHARGES' is the total amount due under the invoice including delivery, assembly, installation, disassembly and collection of the equipment.

1. BOOKINGS AND PAYMENT

Quotations are valid for 30 days and are not confirmed until the deposit or full payment has been received.

The payment of the deposit shall be deemed as the Hirer's acceptance of the Company's Terms and Conditions.

A non-refundable deposit of £50.00 is payable on booking.

The balance plus a returnable security deposit (£100 per Bell Tent or Awning/Stretch Tent) is payable two weeks before the agreed delivery date. The security deposit will be returned subject to damage or extra cleaning charges incurred (see section 4).

The security deposit covers damage, breakages or extra cleaning that may be required. This will be returned within seven days of departure, minus deductions if applicable, which will be fully itemised.

Bookings received less than two weeks in advance of the delivery date will require payment made in full at time of booking.

Payment of the booking deposit, security deposit and balance will be by electronic bank transfer. Unless otherwise agreed with the Company in writing in advance.

2. CANCELLATION

Cancellation of any booking will forfeit the booking deposit.

3. SITE, SET-UP, REMOVAL

A firm, flat area of grass is required for pitching.

For 3m tents 500cm x 750cm is required. For 7m Mela 11 meter is required. These are minimum requirements

The area will be free of hidden objects or underground cables and pipes.

Access for a van or 4×4 vehicle with trailer is required to within 30m of the pitching site.

For bookings of 3 or more tents a site visit will be arranged and the hirer will agree on the siting of the tents.

If a site visit is not possible or practical, or for booking of less than 3 tents, the hirer will agree on the siting of the tents at delivery.

The hirer will accept that tents will leave a 'footprint' of discoloured grass which will soon recover.

The Hirer must consider and is responsible for making suitable arrangements for access by people with disabilities and emergency services

Appropriate provision of parking must be supplied and all parking costs (if any), must be paid for by the Hirer in advance of The Company arriving on site.

All rubbish will be removed from the tents by the hirer.

4. LOSS, DAMAGE, CLEANING

Any loss of or damage to the equipment or extra any cleaning charges incurred during the hire period is the responsibility of the hirer.

Such charges will be deducted from the security deposit. Any extraordinary charges for loss, breakages or cleaning over and above the amount of the security deposit will be charged directly to the hirer.

The Hirer shall, during the period of Hire, be responsible for the maintenance and safe custody of the Company's equipment from completion of set-up until dismantling.

The Hirer must be satisfied with the equipment before use and should notify the Company of any miscounts, incorrect deliveries or unacceptable equipment before use.

(h) The Hirer is to keep the Equipment on site at all times and not attempt to move the equipment to any other location without the Company's prior written consent; to keep the Company fully informed of all material matters relating to the Equipment; not to use the equipment for any unlawful purpose.

(i) Failure to report the loss or damage arising from fire, theft or vandalism to the police immediately upon discovery and to the Company within 24 hours.

5. THE HIRER'S RESPONSIBILITY

The Hirer should not enter the equipment whilst the Company is erecting it.

The Hirer should keep any part of a tent completely closed and secure while not in use during the period of Hire.

The Hirer should not tamper with the structure or any part of the equipment

The Hirer should not use any lighting, heating, cooking or other gas or electrical appliances of any kind, other than what is provided for and appropriate to use, inside the Company's tents. No cooking or use of gas appliances of any kind should be used inside the Company's tents.

The Hirer is responsible for any damage and loss caused to the equipment regardless of culpability, and therefore should the security deposit be insufficient to cover costs incurred by the Company, the Hirer will be liable for all costs associated with this damage.

No animals are allowed inside the Company's tents.

No smoking is allowed inside the Company's tents.

The Hirer agrees that the Company, Officers or Employees, accept no liability for any personal injury or damage to any persons or property suffered during the period of your usage. Your statutory rights are not affected.

Barbecue equipment or open fires outside are to be placed a minimum of 4 metres from the tent and not left unattended whilst in use.

In certain circumstances, such as the use of private land, The Hirer is responsible for giving notice to or obtaining permits from any authorities who are or may be concerned and must take application where necessary to the Planning Authority, District Surveyor, Police, Fire Brigade and any similar authority or organisation. Any costs incurred in delays or modifications in the work arising from the absence or misrepresentation of all such necessary permissions and permits shall be payable to the Company by the Hirer. Where appropriate obtain a license from the Local Authority. Any requirements under the license must be notified to us in writing, at least 28 days prior to erection. Should the Company for any reason be unable to comply with these requirements, then the Contract will become void and the customer advised accordingly.

The hirer will be responsible for any costs incurred by the company due to changes being requested once the erecting of tents has begun.

6. OWNERSHIP

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

7. LIABILITY TO THIRD PARTIES

The Company will not be responsible for and the Hirer will indemnify the Company against all claims for the injury to persons or loss or damage to property however caused unless it be proved that such injury or damage was caused by negligence of the Company.

8. ATTENDANCE

The company will only be present on site at set-up and dismantling unless other specific arrangements have been agreed in writing prior to delivery.

9. FORCE MAJEURE

The Company will not be liable for any: Act of God including but not limited to tempest, fire, flood, storm or natural disaster; War, civil war, sabotage or act of terrorism; Government sanction, Global Pandemic , embargo, import or export regulation or order; Labour disputes, including strikes, lockouts, boycotts or other industrial action; Failure in the transportation of equipment, machinery or personnel or in the provision of any utility including power, gas, water, or communication services.

While every effort will be made by the Company to carry out any booking accepted, however, the full performance of it is subject to variation or cancellation by the Company consequent upon Act of God, War, Strikes, Riots, Lockouts or any other disturbances. Fire, Flood, Storm, Gale or Tempest restrictions on the use of Transport, Fuel or Power. Requisitioning Storage of material or transport or labour or any other cause beyond the control of the Company.

Choice of Law: This contract will be governed by the laws of England and Wales and the exclusive jurisdiction of the Courts of England and Wales.

10. OTHER

The Company reserves the right to amend their website and terms and conditions at any time, without prior notice, the Hirers obligations not being limited to the above.

The contract will be terminated in the event of non-payment, or if there is a breach of the terms and conditions.

If any clause is deemed invalid it will not affect the rest of the terms and conditions.

11. ENTIRE AGREEMENT

This contract constitutes the entire agreement between the Company and the Hirer. No verbal representations or arrangements are recognised by the Company.

Nothing in this agreement shall exclude or in any way limit:

either party's liability for death or personal injury caused by its own negligence;
either party's liability for fraud or fraudulent misrepresentation; or
any other liability which cannot be excluded by law.

This agreement sets forth the full extent of the Company's obligations and liabilities in respect of the equipment and its hiring to the Hirer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Company except as specifically stated in this agreement. Any condition, warranty or other term concerning the equipment which might otherwise be implied into or incorporated within this agreement, whether by statute, common law or otherwise, is expressly excluded.