

Tents and Events Ltd

Conditions of Business

Application of Conditions These conditions apply to the hire of any item including marquees and any other piece of equipment by us. Tents and Events Ltd. (TAE) to you, the customer, in these conditions the word "equipment" includes any item hired by us to you.

Alteration of Conditions The terms of these conditions can only be altered with our written agreement. No condition contained in any order form or other communication by you which is inconsistent with any of these conditions will be deemed to have been accepted unless we have agreed to your condition in writing.

Acceptance of Quotation No binding contract will exist until you have accepted our quotation in writing and we have issued you with a written acknowledgement of your acceptance. Quotations remain open for seven days from the date stated on them. All acceptance received after expiry of the seven day period will not be binding unless the equipment remains available for the period of hire. In the event that the equipment is no longer available for hire we will advise you immediately.

Basis of Quotation All quotations are made subject to the following understandings:-

1. Hire charges do not include attendance by our employees for any purpose other than erecting, dismantling and placing of equipment to an agreed plan.
2. Period of hire means the period for which the equipment is required to be ready or use.
3. The size and surface of the site are suitable for erection of equipment.
4. You have informed us of any drains, pipes, cables or other obstacles which might affect the site. It should be noted that the pegs holding marquees may be driven up to one metre in to the ground. You should note that you are responsible for repairing and making good any damage caused to the site by erection or dismantling of any equipment.
5. You will be liable for any additional costs or charges of TAE in the event that extra work or equipment out of the terms of a quotation is required or the equipment is required or used for any period out of the period of hire. This will include dismantling work being delayed due to sub-contractors or clients not having removed additional equipment installed by them.

Payment

1. We reserve the right to charge a deposit, the amount of which will be stated in the Hire contract and must be paid prior to ourselves acknowledging the booking
2. The balance of any hire charge shall be payable by you on the date which the equipment is delivered or erected.
3. If payment is not made on the due date you shall be liable for interest on any amount outstanding at a rate of Three percent per month.

Cancellation In the event that you cancel the contract any deposit which you have paid shall be forfeit. In addition you will be liable to pay the following percentage of the hire charge quoted dependent on the period of notice given prior to the date of commencement of the hire. There shall be deducted from the percentage payable the amount of any deposit forfeited but under no circumstances shall the payment be less than the amount of the deposit if that is greater.

| Period of notice | Percentage of hire charge |
|------------------|---------------------------|
| > 45days | 25% |
| 31-45 days | 50% |
| 14-30days | 75% |
| < 14days | 100% |

Delay We shall not be liable for delay or failure to complete any contracts as a result of:

1. The site being unsuitable or access being unavailable on the date stated for delivery.
2. Adverse wind and weather conditions.
3. Loss or damage of equipment by fire or flood.
4. Any industrial dispute, lockout or strike.
5. Any cause out of our control.
6. Grass sites which have not been cut.

Non-availability of Equipment If for reasons beyond our control any item of equipment booked is not available for the period of hire we reserve the right to substitute an alternative size of marquee or other equipment to meet as near as possible your requirements. If we do so you will not have any claim against us.

In the event that we cannot substitute alternative sizes of equipment we shall notify you of cancellation of the contract in which event any deposit or other monies paid by you will be refunded immediately but otherwise no claim shall lie against us.

Delivery to Site

1. You must have the site available and in a suitable condition for the erection of the equipment at the time stated for delivery
2. You should either be available personally or have a representative available at the site at the time stated for delivery to check equipment delivered and sign the appropriate documentation.
3. If you are not present and do not have a representative at the site at the time of delivery:-
 - i. You will be deemed to have accepted delivery of the items specified in the contract
 - ii. We will erect the marquee(s) in such a manner and location as we consider appropriate provided that we shall follow in so far as possible any plan supplied by you in advance.
4. If you require us to move any marquees already erected for any reason, which is not our fault, you will be liable to an additional charge

Ownership

All equipment hired remains at all times our sole property. You may not sub-hire or part with possession of the equipment and you may not allow any lien or encumbrance to be created over the equipment.

Care of Equipment

1. You are responsible for the safe custody of all equipment while on site. Accordingly you must make good to us any loss or damage caused to any equipment by any cause but you will not be liable for:-
 - i. Fair wear and tear to the equipment
 - ii. Any loss or damage caused by faulty materials or equipment
2. Given the risk of damage to a marquee in windy conditions you must take all reasonable steps to ensure that all openings are firmly closed when not in use and are open only for the purposes of entering and leaving the marquee.
3. You will not attach to, or suspend anything from, the structure of any marquee without first obtaining from us written details of loading tolerances of that marquee and then you will be responsible for ensuring such loading tolerances are not exceeded. You indemnify us against any loss suffered by us as a result of your failure to comply with this clause.
4. As you are liable for any loss or damage we strongly recommend that you insure the equipment.

Limitation of Liability In the event that we fail to fulfil any terms of the hire contract our liability is limited to refund or cancellation of any hire charges and under no circumstances we shall be liable to you for any indirect special or consequential loss or damage (whether for loss of profit or otherwise) cost expenses or other claim for compensation whatsoever whether caused by the negligence of ourselves, our employees or agents or otherwise which arise out of or in connection with the hire of the equipment and our entire liability under and in connection with the hire contract shall not exceed the amount of hire charges. This condition shall not apply to death or personal injury caused by our negligence or to losses arising out of fraudulent misrepresentation by us. Tents and Events will not be responsible for the damage or loss of any items left in an unsecured marquee.

Insolvency of Customer, etc. If you become insolvent or are made bankrupt or come to any arrangement or scheme with creditors, or, if you are a company, you have a liquidator, receiver or administrator appointed or if you breach any of these conditions then we may cancel the hire contract immediately and remove any equipment delivered.