



Bell Tent Hire - Terms & Conditions

General

1. Provisional bookings will be held for 7 days before deposit is due.
2. Completion of a signed booking form and payment of a deposit on acceptance The Dinky Den Company Parties constitutes a binding contract.
3. We regret we are unable to accept bookings from anyone under 18 years of age.
4. We regret our bell tents are not suitable for dogs. However, disabled assistance dogs (e.g. guide dogs, hearing dogs etc.) are welcome by prior arrangement.
5. All The Dinky Den Company's Parties bell tents are STRICTLY NONSMOKING.
6. All rubbish/recycling must be removed at the end of your event prior to collection. The Dinky Den Company reserve the right to levy a charge, which will be deducted from your security deposit, for the removal of any rubbish or waste left in the tent.
7. Hire price includes delivery within a 10 mile radius from SO50 9QH, then delivery fees will apply, contact for details.
8. The Dinky Den Company accept no responsibility or liability for damage or theft to any property left in the bell tents for the duration of the hire period.
9. The Dinky Den Company accept no responsibility or liability for damage or injury to any member of your party that may occur whilst you are in occupation of the tent.
10. The hirer will book a pitch or confirm the site is a private residence home that is accessible for The Dinky Den Company to access their vehicle and erect the tents. If The Dinky Den Company are given false information regarding the site and cannot access it the contract may be terminated and all deposits will be non-refundable.

11. It is the responsibility of the client to ensure that the site can accommodate the size of chosen Bell Tent.

5m Bell tent requires 7m grass diameter for pitching.

6m Bell tent requires 8m grass diameter for pitching.

7m Bell tent requires 9m grass diameter for pitching.

12. Occasionally in torrential wet conditions the Bell Tent may let in a small amount of water. This can happen at the canvas weave tightens, the window zips are left open, the zips on the doors are not securely closed and the bell tent vents are facing into the wind. If weather conditions are very windy please check the guy ropes regularly and make sure the pegs are secured.

The Dinky Den Company Undertakings

1. The Dinky Den Company will deliver, erect and furnish your bell tent to the agreed location on the first day of the commencement of your booking.

2. The Dinky Den Company will dismantle and remove all equipment from your event location on the day of termination of your hire period.

3. While The Dinky Den Company will do everything possible to ensure your tent is erected at the agreed time and date, no responsibility or liability can be accepted for delays due to road accidents or severe traffic problems.

Payment

1. A 25% non-refundable deposit is payable on booking.

2. The balance of hire payment is due 7 days before your event.

3. A £40 refundable security deposit per tent is required with the balance of payment.

4. The security deposit will be refunded by bank transfer within 7 working days of the end of your hire period.

5. Payment can be made by bank transfer to the following account:

Account Name: The Dinky Den Company

Sort code: 09-01-29

Account Number: 39784498

Please enter your name as a reference so we can identify your payment.

Cancellation

1. Your hire booking will be treated as cancelled if the balance of the hire payment is not received by us by the date specified on the booking form (7 days before the commencement of your hire) or unless alternate payment terms have been agreed.
2. If you wish to cancel your booking once you have paid your initial deposit please notify us immediately. In these circumstances your initial deposit is nonreturnable and any contract is rendered void.
3. If you cancel once you have paid the full cost of your tent hire, we are unable to return any monies to you, unless we are able to rebook the bell tent for the period in question. In these circumstances we may offer the tent(s) at a reduced rental to encourage a late booking and any money we recover we will refund to you.
4. In the event of extreme or adverse weather conditions making it impossible to erect the bell tent(s), The Dinky Den Company cannot accept any responsibility or liability for losses or other costs incurred as a result. In this situation we will work with you to offer you and alternative site/date, where possible.
5. The Dinky Den Company reserve the right to cancel your hire booking at any time. In the unlikely event of this happening, a full refund will be made, however The Dinky Den Company will not accept responsibility or liability for losses or any other costs incurred as a result.
6. Should your chosen location cancel or terminate your booking for any reason whatsoever, no refund will be given by The Dinky Den Company. In this case, please contact us as a matter of urgency and we will do our utmost to help you find an alternative site.

Loss & Damage

1. The hirer shall throughout the period of hire be responsible for the maintenance and the safe custody of all equipment.
2. The hirer must be satisfied with the equipment before use and should notify the company of any miscounts, incorrect deliveries and unacceptable equipment before use. Failure to do so will be the responsibility of the client and NOT The Dinky Den Company.
3. The hirer shall cover the company against the full value of any loss, damage or excessive soiling howsoever caused, unless caused by negligence by the company.

Health and Safety

1. The Dinky Den Company operate a STRICT NO SMOKING policy inside the bell tents.

2. Candles with flames are not permitted inside the bell tents. Battery operated candles will be provided.

3. For your protection and safety, cooking is prohibited inside the bell tents. Fire pits and BBQ's can cause fires and the release of deadly carbon monoxide.

4. Fire pits should be sited a safe distance (a minimum of 4m) from the bell tent and should not be left unattended.

Third party liability

1. The hirer agrees that the company and its employees accept no liability for any personal injury or damage to any persons or property suffered during the hire period howsoever caused, and will indemnify the company against all claims, unless it is proved that injury or damage was caused by faulty material or workmanship or negligence on the part of the company.

2. The hirer's statutory rights are not affected. The hirer expressly acknowledges that the company are not the original manufacturer or supplier of the equipment.

Legal Details

1. Force Majeure (unforeseeable circumstances preventing someone from fulfilling a contract) The Dinky Den Company cannot accept any responsibility or liability for losses or other costs incurred as a result of: acts of God including fire, flood, storm or natural disasters, war, sabotage or acts of terrorism, government sanctions, labour disputes including strikes, lockouts, boycotts or other Industrial action, failure in the transportation of equipment or in the provision of services.

2. Governing Law & Jurisdiction. This agreement and disputed or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England.

3. The parties irrevocably agree that the Courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

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