



Terms and Conditions of Hire

Definitions

'Company' means Present Tents Ltd.

'Client' is the person hiring the equipment from the company.

'Equipment' is the bell tent(s) and other materials specified in the invoice and nothing else.

'Period of hire' is the period between completing the set up of the bell tent(s) and the dismantling.

'Hire charge' is the amount payable by the client to the company as specified on the invoice.

'Invoice' is the form issued by the company to the client requesting payment of the hire charge and containing details of the equipment and period of hire.

1. **Conditions:**

Unless stated in writing all orders are accepted subject to the terms and conditions of hiring stated below and the client by authorising or allowing work to proceed is deemed to have acknowledged this.

2. **The Company Undertakes:**

- To deliver the equipment and proceed to erect it on or before the set up date shown on the invoice.
- To dismantle and remove the equipment from the site on or after the dismantling date shown on the invoice.

3. **The Client Undertakes:**

- To pay the booking/damage deposit of agreed amount for each tent hired and to pay the balance no later than 30 dys prior to the hire date. The company reserves the right not to provide the equipment should payment not be received.
- To pay interest on all monies outstanding at the rate of 4% per annum
- To provide the company with either a plan showing the position in which the equipment is to be erected and all underground services and any apparent obstacles or to make available a representative on the site for that purpose. In the absence of both then the company having erected the equipment where it thinks it shall fit shall be deemed to have completed the contract. In any event, the client and



not the company will be responsible for any damage to underground pipes or cables.

- To obtain permits from any authorities who are or maybe concerned and to make applications 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 by the client.
- Where appropriate to obtain a license from the local authority. Any requirements under the licence must be notified to the company in writing, at least 28 days prior to the erection. Should the company for any reason be unable to comply with these requirements then the client shall be notified and the contract shall be deemed to have been cancelled by the client.
- If any part of the equipment includes electrical apparatus to provide such power points or supply as may be reasonably required by the company within 15 metres of the equipment.
- Not to enter the equipment whilst it is being erected or dismantled by the company.
- Not to use any lighting, heating, cooking or other gas or electrical appliances without prior written consent of the company.
- Not to light or to allow to be lit, any fire, candle or other naked flame within or close to the equipment without prior written consent from the company.
- To keep any part of the equipment that is a tent completely closed and secure and in particular any door fastenings when not in use.
- Not to tamper with the structure or any part of the equipment and in particular not to affix or suspend from the equipment any item whatsoever without the company's prior consent.
- No smoking is permitted in or within 3 metres of the bell tent(s) or of the companies equipment.
- No animals are allowed inside the tents, without the previous consent in writing of the Company.

4. Variations



- The hire charge is based on the assumption that the client provides a firm and level site or turf, and is served by a main access road adjacent to the site with adequate hard standing for commercial vehicles, is free from flooding, trees and overhead obstructions. If that is not the case or if the client wishes the company to erect the equipment in a different position on the site to the one indicated by the client to the company at the time of booking and in either event the costs to the company are subsequently increased by reason of increase in labour costs or any other factor. The company may increase the price in accordance with the company's published price list and hourly labour rates then in force.
- The company will use all reasonable endeavours to supply the client with the equipment, but where this is not possible the company will notify the client as soon as possible with any alterations to the design and the specifications of the equipment and where alteration is fundamental the client may terminate this contract and any deposit paid will be refunded.

5. Loss and Damage

- The client shall throughout the period of hire be responsible for the maintenance and safe custody of the equipment.
- The client 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 Present Tents Ltd.
- The client shall cover the company against the full value of any loss, damage or excessive soiling howsoever caused, unless caused by negligence by the company.

6. Understanding

- The hire charge does not include making good any repairs to the site unless caused by the negligence of the company's employees, agents or contractors.

7. Cancellation

- Either party will have the right to terminate this contract without penalty within 30 days from the date on the booking form/terms and conditions or here of subject to written confirmation of such



termination being given by one party to the other within such period In the event of such termination. By either party the company will refund to the client all sums paid by the clients to the company by way of deposit or otherwise.

- Once the 30 days referred to in the preceding clause has passed should either party cancel the contract, compensation will be paid at 50% of the hire charge save that it is cancelled within 28 days prior to the set up date shown on the invoice or booking confirmation letter, the compensation will be the hire charge.

8. Exclusion of liability

- The company shall make every effort to complete the erection of the equipment on or before the set date shown on the booking form provided that the client has complied with the undertakings shown above. If the equipment is not erected on or before the set up date shown on the booking form the client shall have the right to withdraw, and the company shall return all monies paid. If the equipment is not erected because of delays due to weather or other circumstances beyond its reasonable control, the company shall not be liable to pay further compensation to the client.
- The company will take all reasonable care to avoid damage to the clients own equipment, but cannot be responsible for any loss suffered by the client in respect thereof other than as a result of the negligence of the companies employees, agents or contractors.

9. Third party Liability

- The company will not be responsible for and the client will indemnify the company against all claims for the injury to persons or the loss or damage to property howsoever caused unless it be proved that such injury or damage was caused by faulty material or workmanship or negligence on the part of the company.
- The Client expressly acknowledges that The Company are not the original manufacturer or supplier of the equipment. The Company accepts no liability for any injury or death from any claim or proceedings arising from this contract with The Client

10. Airbed Hire

The company will not be responsible for any loss of air from the airbeds during the



hire period. The airbeds will be fully inflated at the beginning of the hire, but due to factors such as temperature, amount of usage, length of hire, airbeds may lose air and deflate slightly. We suggest you have a pump somewhere on site to 'top them up' if required.

11. Furniture Hire

The following replacement costs apply to all furniture damaged or misused by the client. Please note that the decision on the need for replacement is that of the company and all furniture should be inspected by the client on delivery.

Crossback Dining Chair – Replacement cost = £60.00 per chair

Full Wood Trestle Tables – Replacement cost = £220.00 per table

Seat Pads – Replacement cost = £10.00 per seat pad

12. Incident

- 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, 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.
- If the event for which the tents have been hired is cancelled, The Company will not be liable.