



EvaBelle
Tent Hire Ltd

EvaBelle Tent Hire Limited: Terms and Conditions

Definitions

'THE COMPANY' is EvaBelle Tent Hire Limited (Company No: 12724158)

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

'THE PERIOD OF HIRE' means the time commencing with the arrival of the equipment onsite, and terminating when the Equipment is removed by The Company.

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

'THE EQUIPMENT' is the bell tent/s furnishing/s 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 the equipment.

General

These terms and conditions apply to all contracts entered into between the Company and the Hirer unless expressly stated otherwise by the Company and upon payment of the deposit at time of booking.

1. CONDITIONS

Quotations are provided on the basis that a booking is not confirmed until a deposit and a note accepting our Quotation, and Terms and Conditions is received by the Company from the Hirer.

A non-refundable deposit of £50 per Tent is payable on booking.

The balance, plus a returnable security deposit of £50 per Tent, is payable 28 days before the delivery date.

Bookings received less than 28 days in advance of arrival will require payment to be sent in full in order to secure the booking.

Notice of cancellation of the booking by the Hirer must be provided to the Company to be received not less than 28 days prior to delivery.

Notice of Cancellation of less than 28 days prior to your arrival will result in 50% of your hire charge being forfeited.

Notice of Cancellation of less than 14 days prior to your arrival will result in 100% of your hire charge being forfeited.

You may wish to obtain travel insurance to cover this but this remains the responsibility of the Hirer.

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.

2. SITE

a) The Hire charges are based on the assumption that the site is a flat level firm ground with easy access for motor transport and that no drains, cables or other services are buried beneath the surface or otherwise concealed. The Hire charges do not include any making good or repairing of damage to the site.

b) The Hirer is required to provide the Company with either a plan showing the position in which the tent/s or equipment erected or should have a representative on the site for that purpose. In the absence of a plan showing the position in which the tents or equipment are to be erected the Company will erect the tent/s or equipment where they deem appropriate and shall be deemed to have completed the contract.

c) The Hirer should never presume that any other equipment is included in the Hire other than that set out and agreed.

d) The Hirer is required to select a site that is not susceptible to boggy or has poor drainage. Any flooding caused is the responsibility of the Hirer.

e) The Hirer must ensure that any obstructions to the site are removed before the Company arrives. This includes plants, shrubs, trees vehicles and other materials. The Company reserves the right to apply a discretionary surcharge if obstructions prevent work from commencing.

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

g) 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.

3. DELAY OR FAILURE BY THE COMPANY TO COMPLETE THE CONTRACT

The Company will use its best endeavours to supply the Hirer with the equipment ordered. Where this is not possible The Company will notify the Hirer as soon as possible with any alterations to the design and specifications of the equipment and where alteration is fundamental the Hirer may terminate this contract and any deposit paid will be refunded.

4. PAYMENT

Payments must be made in accordance with the terms stated in the Company's quotation.

5. LOSS OR DAMAGE

a) The Hirer shall, during the period of Hire, be responsible for the maintenance and safe custody of the Company's equipment from completion of erection to dismantling.

b) 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.

c) The Hirer shall leave the equipment in a clean and tidy state, a reasonable surcharge will be applied for cleaning if it is not and will be deducted from the damage deposit and/or charged to directly to the Hirer.

6. INSURANCE

The insurance covered by the Company covers the equipment against: Theft, Vandalism, Fire and explosion, storm and tempest.

The risk for any exclusion under the Company's insurance passes to the Hirer on delivery of the Equipment.

7. EXCLUSIONS FROM INSURANCE

Exclusions include but are not limited to:

a) Furniture

b) Insurance excess – The insurance cover excludes the first £100 of any claim and this is payable by the Hirer.

c) Cover only applies to equipment that is delivered by the Company and does not include any equipment provided by a sub-contractor, unless invoiced by the Company.

d) Disappearance, unexplained or inventory shortage.

e) Consequential Loss

f) Acts of fraud or dishonesty by any party to whom the property insured has been entrusted or hired.

g) Any breach of the Company terms and conditions as herein stated will negate the insurance policy.

h) The Hirer undertakes 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.

8. THE HIRER'S RESPONSIBILITY

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

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

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

d) 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 without the previous consent in writing of the Company. No cooking or use of gas appliances of any kind should be used inside the Company's tents under any circumstance.

e) 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.

f) Any naked flames used on site in proximity to the tent are entirely at the Hirers own risk. The cost of any damage to the Equipment will be the full responsibility of the Hirer.

g) No animals are allowed inside the Company's tents without the previous consent in writing of the Company.

h) No smoking is permitted inside the Company's tents.

i) The Hirer agrees that the Company, its Agents, 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.

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

k) 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.

l) The Hirer will be responsible for any additional costs incurred to the Company as a result of any booked equipment not being able to be erected/laid due to incorrect measurements, varying height levels or undisclosed site complications of which the Company was not informed in writing.

m) The Hirer will be responsible for any costs incurred by the Company due to changes being requested once the erecting of tent/s has begun.

9. OWNERSHIP

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

10. 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 howsoever caused unless it be proved that such an injury or damage was caused by negligence of the Company.

11. ERECTION AND DISMANTLING

The Company normally provides labour for the erection and dismantling and the cost thereof is included in the Hire charges.

12. ATTENDANCE

The Hire charges do not include attendance by the Company's workforce, employed or sub-contracted, except during the actual processes of erecting and dismantling the equipment.

13. 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 acts 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.

14. 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 and the exclusive jurisdiction of the Courts of England and Wales.

15. CANCELLATION

Should the Hirer wish to terminate the contract then the following compensation rates will be charged to the Hirer by the Company.

100% of the Hire for notice less than 14 days prior to the Hire period.

50% of the Hire price for notice more than 28 days to the Hire period.

16. 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.

17. 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:-

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

This agreement sets forth the full the 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.

18. SPACE REQUIRED PER TENT

- 3m Bell Tent requires a 5m² grassed area.
- 4m Bell Tent requires a 6m² grassed area.
- 5m Bell Tent requires a 7m² grassed area.

Please note that it is the responsibility of the Hirer to ensure that there is sufficient space and easy access for tents to be erected.

We ask for a non-refundable £50 deposit to secure your booking and balance paid 28 days prior to the date of hire, together with £50 per tent security deposit.

Security deposit will be returned within 7 days of takedown minus any deductions if any damage/loss is found.

No confetti or bombs to be used inside tents.

All rubbish and any recycling must be removed by The Hirer.

If evidence of smoking inside tents is discovered we will retain the full security deposit.

Evidence of vomit and/or urine found in tent will result in a minimum charge of £20 being retained and dependent on the extent of the damage could result in the full security deposit being retained for the cleaning of the equipment.

The Hirer accepts no responsibility or liability for any damage or theft of any property left in tents or the duration of the hire period.

No candles or naked flames allowed inside tents. Please ensure any fires are lit a safe distance from the tent. Any fire damage to the tent will incur costs to the Hirer.

The number of campers per tent must not exceed the number specified on your order, no additional campers are permitted unless by prior arrangement with the Company.