



Terms and Conditions of Hire

DEFINITIONS

'Hirer' is the person hiring the Equipment from Nightsky Events Ltd.

'Equipment' is the tent(s) and other materials specified on the Invoice being owned and maintained by Nightsky Events Ltd and nothing else. Equipment does not include that of Third Party Suppliers.

'Hire Period' is the period between completing the erection of the Equipment and beginning the dismantling.

'Hire Charge' is the amount payable by the Hirer to the Nightsky Events Ltd as specified on the Booking Form.

'Booking Form' is the form issued by the Nightsky Events Ltd to the Hirer containing details of the Equipment, Period of Hire and Hire Charge.

'Third Party Supplier' is a company or individual not owned directly by Nightsky Events Ltd and shall not form any party of a contractual obligation between Nightsky Events Ltd and the Hirer.

'Third Party Equipment' is equipment owned, supplied, erected and maintained by a Third Party Supplier. All such equipment shall not be the responsibility of Nightsky Events Ltd.

'Site Plan' is a plan of the Site supplied to Nightsky Events Ltd by the Customer showing the position in which the Equipment is to be erected and all underground services and obstacles.

'Site' is the address at where the Equipment will be erected.

1) Contract

- (1) These Terms and Conditions apply to the booking made by the Hirer with Nightsky Events Ltd and when signed by both Nightsky Events Ltd and the Hirer (or by the Hirer's agent or on the Hirer's behalf) shall, constitute the Contract between the Hirer and Nightsky Events Ltd. For the avoidance of doubt, no contract shall come into force or have effect and Nightsky Events Ltd will have no obligations to the Hirer until the Deposit is received by Nightsky Events Ltd. By paying the Deposit, the Hirer accepts the Terms and Conditions below.

- (2) Written confirmation and/or payment is required within 7 days of any original verbal booking with a best estimate of numbers. Nightsky Events Ltd reserves the right to cancel a verbal booking if written confirmation and/or payment is not received within 7 days.
- (3) Where the Hirer's agent signs the contract 'for and on behalf of the Hirer', in the event of default by the Hirer, the Hirer's agent will assume full responsibilities of the Hirer under this Contract.
- (4) This contract shall be the only contract between the Hirer and Nightsky Events Ltd in relation to the Booking Form and other verbal or written contracts or agreements shall not be recognised.
- (5) The benefit of this Contract is personal to the Hirer and may not be assigned by the Hirer

2) 2. Delivery and Installation

- a) Delivery of the Equipment shall be made by Nightsky Events Ltd. Nightsky Events Ltd shall use all reasonable endeavours to effect Delivery by the date and time agreed between the parties. Title and risk shall transfer in accordance with clause 8 of this agreement.
- b) Unless the Hirer has a different preference, Nightsky Events Ltd will always set up one – three days prior to the event. Take-down will take place one-three days after the event.
- c) Nightsky Events Ltd shall at the Hirer's expense (such costs as detailed in the Quote) install the Equipment at the Site. The Hirer shall procure that a duly authorised representative of the Hirer shall be present at the installation of the Equipment. Acceptance by such representative of installation shall constitute conclusive evidence that the Hirer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by Nightsky Events Ltd, the Hirer's duly authorised representative shall sign a receipt confirming such acceptance.
- d) The Hirer shall procure that its representative is familiar with the Site Plan and can describe to Nightsky Events Ltd where the Equipment is to be installed, where the underground services are located and any apparent obstacles. Nightsky Events Ltd shall not be responsible for any loss caused by delay or failure to install the Equipment arising out of or in connection with any incorrect information provided to Nightsky Events Ltd by the Hirer or its representatives as to the location of underground services and obstacles. In any event, Nightsky Events Ltd shall not be liable for any damage to underground cables or pipes.
- e) The Hirer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Delivery and installation to be carried out safely and expeditiously by Nightsky Events Ltd including ensuring:
 - i) firm and level turf (or some other material not impervious to stakes and able to absorb rainwater) at the Site large enough to hold the Equipment in the formation previously agreed between the Hirer and Nightsky Events Ltd as described on the Site Plan.
 - ii) a firm, hard-standing access road adjacent to the Site, free from flooding, trees and overhead obstruction suitable for commercial vehicles;
 - iii) electrical apparatus and such power points or supply as Nightsky Events Ltd may reasonably require that is within 15 metres of the point where the electricity is required at the Site (as notified by Nightsky Events Ltd to the Hirer);
 - iv) Access to toilet facilities for Nightsky Events Ltd to use during the installation and dismantling of the Equipment.

- 3) 6. If the Hirer informs Nightsky Events Ltd that it wishes for the Equipment to be installed in a different position than the position indicated on the Site Plan as notified to Nightsky Events Ltd by the Hirer representative in accordance with clause 2c, Nightsky Events Ltd shall at its option:
 - i) install the Equipment in the revised position subject to the Hirer paying Nightsky Events Ltd any increase in labour and other associated costs; or
 - ii) in the event that installation is, for structural reasons, impractical Nightsky Events Ltd shall, on request, provide written reasons for the difficulty to the Hirer and may terminate this agreement in accordance with clause 24.

- 4) 7. The Hire Charge does not include making good any repairs to the Site unless caused by the negligence of Nightsky Events Ltd' servants, agents or contractors.
- 5) 8. Illustrations, photographs, descriptions and general literature relating to the Equipment are intended as a general guide only and the Premises will not necessarily correspond in all aspects with images in such illustrations and photographs or described in the general literature.

- 6) 3. Rates
 - a) Costs confirmed in this contract on the Booking Form are based on the details provided by the Hirer at the time of booking. Should the basis of any part of the booking change at any time following the date on which the Booking is made, an increase in the rates may be applied by Nightsky Events Ltd.
 - b) All rates specified in this contract are inclusive of any applicable tax (VAT), should the rate change this increase/reduction will be passed onto and, in the case of any increase, be paid by the Hirer.
 - c) Nightsky Events Ltd reserves the right to correct any arithmetical error or omissions in any price.
 - d) In regards to Bell Tent only bookings, we require a minimum order of 6 Bell Tents.

- 7) 4. Payment
 - a) A non-refundable deposit specified on the booking form is due at the time of written confirmation.
 - b) The balance is due in full one calendar month prior to the event.
 - c) If the event is less than 6 weeks away at the time of booking then 100% of the hire fee is payable when making the booking.
 - d) Failure to comply with the payment schedule may at the discretion of Nightsky Events Ltd, result in the cancellation of the booking and forfeiture of all monies already paid.
 - e) All payments can be made by electronic bank transfer to the account shown on the invoice.
- 8) 5. Frustration to contract and liability
 - a) Nightsky Events Ltd shall not be liable to the Hirer or their guests if it is prevented from carrying out any or all of its obligations by circumstances beyond its reasonable control, including government intervention, strikes, labour disputes, accidents, acts of God, national or local disasters or war or any event causing the whole or a substantial part of the venue to be closed.
 - b) Nightsky Events Ltd' liability to the Hirer or their guests, as the case may be, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance of this Contract shall be no greater than the amount already paid by the Hirer in respect of services specified in the Booking Form.

9) 6. Cancellation

- a) In the event of a cancellation for whatever reason, the deposit will be retained in full. Should the event be cancelled by the Hirer less than six calendar months prior to the event, 80% of the full balance will be payable.
- b) If the customer decides to postpone a wedding or event it is the same as making a Cancellation and the Cancellation terms and conditions apply.
- c) Nightsky Events Ltd strongly recommends that Hirers take out appropriate insurance to cover them in the case of cancellation of the event for whatever reason.

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11) 7. Hirer Obligations

- a) The instructions from staff at Nightsky Events Ltd should be adhered to at all times.
- b) The Hirer will be responsible for complying with all or any licensing requirements bylaws, regulations, or other rules governing the Premises.
- c) Before Nightsky Events Ltd can dismantle the Equipment following the Event, the Customer must clear the Equipment of all debris, rubbish, broken glass and personal belongings. If the Customer fails to clear the Equipment to Cotswold Tipi's satisfaction, the Customer shall be liable to pay a £500 cleaning fee.
- d) Unless otherwise agreed, Equipment must be vacated and ready for dismantling by 8am on the agreed take down date.
- e) The Hirer will be responsible for paying for any cleaning or damage that is beyond what would be considered standard. The Hirer will be responsible for paying for the repair or replacement of any contents affected up to the value of £500 excluding VAT. The cleaning fee for water damage and/or vomit is £100.

12) 8. Title, Risk and Insurance

- a) The Hirer shall be responsible throughout the Period of Hire for the maintenance and safe custody of the Equipment.
- b) The Hirer must be satisfied with the Equipment before use and should notify Nightsky Events Ltd of any incorrect deliveries or unacceptable equipment before use.
- c) The Hirer shall be responsible for and indemnify Nightsky Events Ltd against any loss to all hired Equipment whatsoever the cause.
- d) The Hirer shall at its own expense insure Equipment with an insurance company of repute (naming Nightsky Events T as a loss payee) against all loss or damage (whether or not the Hirer's or the Nightsky Events Ltd fault) in an amount equal to its replacement cost new and against liability for any continuing Hire Charges until earlier of: return of Equipment to Nightsky Events Ltd in good working order and condition (fair wear and tear excepted) or if not capable of economic repair its replacement with equivalent new equipment or receipt by Nightsky Events Ltd of payment in full of its replacement cost new and all other sums due hereunder.
- e) Hirer hereby irrevocably authorises the Nightsky Events Ltd in name and on behalf of Hirer to make any claims under the insurance in respect of loss of or damage to Equipment, to settle or compromise such claims and to receive and give good discharge to insurers for any moneys payable. Hirer shall not do or allow to be done any act or thing whereby insurance of Equipment may be invalidated.
- f) If Equipment is lost or damaged, Hirer shall notify Nightsky Events Ltd forthwith, assist in making appropriate claims under such insurance and not without Nightsky Events Ltd consent settle or compromise any claim.
- g) Hirer will on request at any time produce to Nightsky Events Ltd a receipt for current premium and the insurance policy documents in the Hirer's name and covering all Equipment.

- h) Upon payment of the DAMAGE WAIVER FEE referred to in the Booking Form then the above clauses 5d, 5e, 5f, 5g, will not apply. Please note that the Damage Waiver Fee is NOT an insurance policy. It does not cover event cancellation, public or employer liability or any other liability, other than loss or accidental damage to the tents. The Hirer will remain responsible for the first £500 of any loss or damage AND that the Hirer remains responsible for all loss and damage, resulting from negligence or legal liability.
 - i) Nightsky Events Ltd accepts no responsibility for loss or damage to any equipment or materials of the Hirer or any Third Party Equipment, which Nightsky Events Ltd may agree to store or transport, and any such equipment or materials shall at all times be at the Hirer's risk
- 13) 9. Equipment and property
- 14) Equipment and property belonging to Hirers and their guests, including vehicles, are brought at their own risk. Nightsky Events Ltd accepts no liability or responsibility for loss or damage. If personal property is not removed from Nightsky Events Ltd before the take down period commences, Nightsky Events Ltd reserves the right to charge for storage and to dispose of items after one week.
- 15) 10. Dressing the Venue
 - a) Hirers are welcome to personalise the venue to match the theme of their event and guidance and assistance can be provided by Nightsky Events Ltd staff. Please note that no nails, pins, tape or similar intrusive fixings may be used on any part of the structure or furnishings. Nothing must be affixed in anyway directly to the canvases or the structures.
- 16) 11. Force Majeure
 - a) If Nightsky Events Ltd is limited or hindered from hosting the event or providing any facility, including the tipi, booked by the Hirer and due to circumstances beyond their control (e.g. Government intervention, acts of God, civil disturbance, war, national or local disaster, strikes, labour disputes) then the liability of Nightsky Events Ltd to the Hirer shall not exceed the amount paid by the Hirer to Nightsky Events Ltd in respect of the event/wedding
- 17) 12. Suppliers
 - a) Nightsky Events Ltd is responsible for the provision of the tipi and any equipment it provides only. Nightsky Events Ltd is not responsible for the services provided by any other supplier. Nightsky Events Ltd does not accept any responsibility for loss of damage to goods provided by outside suppliers. Responsibility for such damage rests with the Hirer and any dispute that may arise must be resolved by the Hirer and supplier.
- 18) 13. Children
 - a) Nightsky Events Ltd welcomes children. Hirers are responsible for ensuring that adequate adult supervision is provided throughout the event/wedding, particularly in respect of avoiding danger areas in and around the tipi. All children under the age of 16 must be supervised by a responsible adult whilst on the premises. The staff of Nightsky Events Ltd will not be held responsible for the supervision of minors.
- 19) 14. Smoking
 - a) Smoking is strictly prohibited inside any Nightsky Events Ltd tents or tipis. We recommend smoking to be restricted to a designated outside area where smoking materials are adequately extinguished in waste bins.

- 20) 15. Use of candles
- a) Lit candles will only be allowed in the tipi in glass jars. Lit candles are strictly prohibited inside bell tents. Nightsky Events Ltd accepts no responsibility for accidents or incidents arising from lit candles.
- 21) 16. Use of wood on the indoor fire pit
- a) Only smokeless wood is permitted to be used on the indoor fire pit. Wood of the non-smokeless variety is strictly prohibited. Smokeless woods are widely available or please ask us if you would like us to provide extra for you. Responsibility for any soot related damage rests with the Hirer who may be liable for paying cleaning fees.
- 22) 17. Hay bales
- a) Hay bales are prohibited inside any Nightsky Events Ltd tents or tipis.
- 23) 18. Music
- a) Live bands are allowed at Nightsky Events Ltd. Hirers are responsible for confirming with their entertainment provider that their electrical equipment has been PAT (Portable Appliance Tested) tested and complies with current safety regulation for public performances.
- 24) 19. Fireworks
- a) Please make sure any fireworks are let off at least 25m away from Nightsky Events Ltd tents and tipis.
- 25) 20. Electrical Equipment
- a) Electrical equipment that is brought on to the premises by Hirers must be safe for use and PAT (Portable Appliance Tested) tested.
- 26)
- 27) 21. Emergency Procedures
- a) Nightsky Events Ltd will provide 2 fire extinguishers and an alarm bell as part of the rental of fire pit. We will also conduct a handover to ensure tipi layouts, emergency exits and procedures are understood.
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- 29) 22. Confetti
- a) No confetti is to be used within or around Nightsky Events Ltd equipment.
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- 31) 23. Potential Hazards
- a) Comprehensive risk assessments have been completed at Nightsky Events Ltd. However, please be aware of the risks associated with fire pits, both inside and outside the tipi, and around the sides of the tipi where the tipis are pegged down.
- 32) 24. Complaints
- a) In the unlikely event that the Hirer has a problem during their hire of the Tipis it must be brought to the attention of a member of Nightsky Events Ltd staff at the time to ensure that Nightsky Events Ltd has an opportunity to rectify the problem before departure. If the Hirer is not satisfied that the issue has been resolved fully all details should be submitted in writing within seven days of the event to Nightsky Events Ltd
- 33) 25. General Law
- a) If anything in this contract is found by any body of competent jurisdiction to be invalid or enforceable, that won't affect the other provisions of this contract, which shall remain in force

and effect. If that part of the contract would cease to be valid or unenforceable if some part of it were deleted, the provision shall be modified as is necessary to make it valid or enforceable.

34) The provisions of these terms and conditions and all disputes arising out of or in connection therewith shall be construed in accordance with and governed by English and Welsh Law.

35) 26. Termination of Contract

a) Nightsky Events Ltd reserves the right to terminate this contract without prejudice to any other right it may have, in the event that the Hirer fails to comply with the terms of the agreement.

36) Nightsky Events Limited, a registered company, , registered in Scotland at the address: Knock House, Knock Castle Estate, Routenburn Rd, Largs KA30 8SE

37) These terms and conditions have been drawn up to ensure your special day will run smoothly and safely. We look forward to celebrating with you in your Nightsky Events Tents.