**Breezy Bell Tents**

**Terms and Conditions**

**Definitions**

‘THE COMPANY’ is Breezy Bell Tents.

‘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 that 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) and any 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 in to between the Company and the Hirer unless expressly stated otherwise by the Company and upon payment of the deposit, the hirer is deemed to have accepted them. Any offer of equipment is subject to stock being available on receipt of a deposit at the time of booking.

**Conditions**

* Quotes are provided on the basis that a booking is not confirmed until a deposit and a booking form accepting our quote, and signed Terms and Conditions are received alongside the booking form.
* Bookings are for a minimum of 2 days hire.
* A non-refundable deposit of 20% of the total hire cost is payable on booking.
* The balance plus a £50 returnable security deposit of £50 per 5m tent and £70 per 6m tent is payable 28 days prior to the delivery stipulated on the booking form.
* Bookings received less than 28 days in advance of delivery/arrival will require payment in full with the booking form.
* Notice of cancellation of the booking by the hirer must be provided to the Company not less than 28 days prior to delivery.
* Cancellation of less than 28 days prior to hirers arrival will result in 100% of the hire charge being forfeited. You may wish to obtain travel insurance to cover this.
* The security deposit covers damage, breakages, extra cleaning that may be required (this list is not exhaustive). The security deposit will be returned within seven days, minus deductions if applicable, which will be fully itemised. If the security deposit doesn’t cover the damages the hirer will be liable to pay the additional costs.

**Site**

* 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 of otherwise concealed. The hire charges do not include any making good or repairing of damage to the site.
* The hirer is required to provide the Company with either a plan showing the position on which the tents or equipment are to be 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 should be erected the Company will erect the tents or equipment wherever they deem appropriate and shall be deemed to have completed the contract.
* The hirer should never presume that any other equipment is included in the hire other than what is stated in the booking forms.
* The hirer is required to select a site that is not susceptible to bogginess or has poor drainage. Any flooding caused is the responsibility of the hirer.
* The hirer must ensure that any obstructions to the site are removed before the Company arrives. This includes plants, trees, vehicles or other materials. The Company reserves the right to apply a discretionary surcharge if obstructions prevent work from commencing.
* The hirer must consider and is responsible for making suitable arrangements for access for people with disabilities and emergency services.
* Appropriate provision of parking must be supplied and all parking costs (if any), must be paid by the hirer in advance of the Company arriving on site.

**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 but 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.

**Payment**

Payments must be made in accordance with the Terms and Conditions and booking form.

**Loss or damage**

* The hirer shall, during the period of hire, be responsible for the maintenance and safety custody of the Company’s equipment from completion or erection up to dismantling.
* The hirer must be satisfied with the equipment before use and should notify the company of any miscounts, damages, breakages, incorrect delivery, or unsuitable equipment before use.
* The hirer shall leave the equipment in a clean and tidy state, a reasonable surcharge will be applied for cleaning if it is not. This will be deducted from security deposit and/or charged directly to the hirer.
* The hirer will be held responsible for any damage or staining to the Companies equipment, this includes all bodily fluids. The full security deposit will be held and further charges for stained equipment and cleaning will be applied.

**Insurance**

The insurance provided by the Company covers the equipment against: theft, vandalism, fire, explosion, storm and tempest.

The risk for any exclusions under the Company’s insurance passes to the hirer on delivery of the equipment.

**Exclusions from Insurance**

Exclusions include, but are not limited to:

* Furniture
* Insurance excess – the insurance cover excludes the first £250 of any claim and this is payable by the hirer.
* Cover only applies to equipment that is delivered by the Company and does not include any equipment provided by an outside contractor, unless invoiced by the Company
* Disappearance, unexplained or inventory shortage
* Consequential loss
* Acts of fraud or dishonesty by any party whom the property insured has been entrusted or hired
* Any breach of the Company terms and conditions as herein stated will negate the insurance policy
* The hirer is 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.
* Failure to report the loss or damage arising from fire, theft, or vandalism to the police immediately upon discovery and to the Company within 24 hours.

**The hirers responsibility**

* The hirer should not enter the equipment whilst the Company is erecting it.
* The hirer should keep any part of a tent completely closed and secure when not using it during the period of hire.
* The hirer should ensure that only the number of people stated on the booking form are the only campers in the tent.
* The hirer should not tamper with the structure or any part of the equipment.
* 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 Companies tents without the Company’s consent in writing.
* The hirer is responsible for any damages and loss caused to the equipment regardless of culpability and therefore should the security deposit be insufficient to cover the cost incurred by the Company, the hirer will be liable for all costs associated with any damage.
* Any naked flames used on site in proximity to the tent are entirely at the hirers own risk.
* No animals are allowed inside the Companies tents, without previous consent in writing of the Company
* Smoking of any kind is strictly prohibited inside the Company’s tents and any evidence of smoking will result in the security deposit being held by the Company
* The hirer agrees that the Company, its agents, officers or employees, accept no liability for personal injury or damage to persons or property suffered during the period of usage. Your statutory rights are not affected.
* Barbeque equipment or open fires outside are to be placed a minimum of 8 feet from the tent and not left unattended whilst in use.
* All rubbish and recycling should be removed from the tent/area outside of the tent by the hirer – we reserve the right to hold security deposit for the removal or rubbish or recycling.
* In certain circumstances such as the use of private land, the hirer is responsible for giving notice to or obtain permission or permits from local authorities who are or who 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 misrepresentations 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.
* The hirer will be responsible for any additional costs incurred to the Company as a result of any booked equipment not being able to erected/laid due to incorrect measurements, varying height levels or undisclosed site complication of which the Company were not informed of in writing.
* The hirer will be responsible for any costs incurred by the Company due to changes being requested once the erecting of the tents has begun.

**Ownership**

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

**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 is proved that such injury or damage was caused by negligence of the Company.

**Erection and dismantling**

The Company normally provides labour for erecting and dismantling the tents and the cost thereof is included in the cost of hire.

**Force majeure**

The Company will not be liable for any; Act of God, including but not limited to:

* Tempest
* Fire
* Flood
* Storm
* Natural disaster
* Civil war
* Sabotage or act of terrorism
* Government sanction
* Global pandemic
* Embargo
* Import or export regulation or order
* Labour disputes; including strikes, blackouts, lockouts, boycotts or any other industrial actions
* 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.

**Choice of law**

this contract will be governed by the laws of England and Wales and the exclusive jurisdiction of the Courts of England

**Cancellation**

Should the hirer wish to terminate the contact then the following compensation rates will charged to the hirer by the Company:

* 100% of the hire price for notice less than 28 days prior to the hire period
* 20% of the hire price for notice more than 28 days prior to the hire period

**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 of 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.

**Entire agreement**

This contact 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:

* Either party’s liability for death or personal injury caused by its own negligence
* Either party’s liability for fraud or fraudulent misrepresentation; or
* Any other liability which cannot be excluded by law

This agreement sets forth the full 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 any 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 state, common law or otherwise, is expressly excluded.

A booking may only be deemed valid once the hirer is in receipt of a booking confirmation from the Company. The Company will provide a booking confirmation subject to availability and on receipt of a fully completed booking form with a deposit from the hirer. Should the Company not have availability, the deposit will be returned to the customer.

**Space required per tent**

* 5m requires a 7m area of flattest grass
* 6m requires 8m area of flattest grass

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