

## Terms and Conditions of Hire

### DEFINITIONS

'Company' means TipiChic whose centre of operations is located at Thistle Hill Cottage, Stodhoe Farm, Neasham road, Middleton st George, Co Durham. DL21DS and is owned by James Steven Calvert.

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

'Equipment' is the tent or tipi (s) and other materials specified on Quote referred to on the booking form and nothing else.

'Period of Hire' is the period between completing the set-up of the Equipment and beginning of dismantling.

'Hire Charge' is the amount payable by the Client to the company as specified on the Invoice.

'Booking Form' or 'Quote Form' is the form issued by the Company to the Client containing details of the Equipment, Period of Hire and Hire Charge.

'Invoice' is the invoice or invoices issued by the Company to the Client in relation to the Booking Form.

### 1. CONDITIONS

No binding contract will exist until the Client has accepted the Company's Invoice by way of paying a 25% deposit unless otherwise agreed.

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

### 2. THE COMPANY UNDERTAKES:

- a) To deliver the Equipment as stated on the Invoice and proceed to erect it prior to the event date so that the equipment is ready for the date shown on the invoice.
- b) To dismantle and remove the Equipment from the site on or after the Dismantling date shown on the Invoice.

### 3. THE CLIENT UNDERTAKES:

- a) To pay the deposit and to pay the Balance in accordance with the Invoice. The company reserves the right not to provide the Equipment should payment not be received.
- b) 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 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 cables or pipes.
- c) To obtain permits from any authorities who are or may be concerned and to make an application where necessary to the Planning Authority, District Surveyor, Police, Fire Brigade and any other similar authority or organisation. Any costs incurred in delays or

modifications in the work arising from the absence or misrepresentation of all as such necessary permissions and permits shall be payable to the Company by the Client.

- d) Where appropriate to obtain a licence from the local authority any requirement under the licence must be notified to the company in writing at least 28 days prior to erection of Equipment. 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.
- e) 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 meters of the Equipment.
- f) Not to enter the Equipment whilst it is being erected or dismantled by the Company.
- g) To keep any part of the Equipment that is a tent completely closed and secure and in particular any door fastened when not in use.
- h) Not to use any lighting, heating, cooking or other gas or electrical appliances of any kind without the prior written consent of the Company.
- i) Not to light, or allow to be lit, any fire, candles or naked flame within or close to the Equipment without the prior written consent of the Company.
- j) 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.

#### 4. VARIATIONS

- a) The Hire Charge is based on the assumption that the Client provides a firm and level site of turf (or some other material not impervious to stakes and able to absorb rainwater) and is served by a firm access road adjacent to the site with adequate hard-standing for commercial vehicles, is free from flooding, trees and overhead obstruction. If this is not the case or if the Client wishes the Company to erect Equipment in a different position on 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 substantially increased by reason of increased 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.
- b) 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 specifications of the Equipment and where alteration is fundamental the Client may terminate this contract and any deposit paid will be refunded.

#### 5. LOSS OR DAMAGE OR EXCESSIVE SOILING

- a) The Client throughout the Period of Hire is responsible for the maintenance and safe custody of the Equipment.
- b) The Client must be satisfied with the Equipment before use and should notify the Company of any miscount, incorrect deliveries or unacceptable Equipment before use.
- c) The Client shall be responsible for and indemnify the Company against any loss of or damage to all hired Equipment whatsoever the cause.

#### 6. UNDERSTANDING

- a) The Hire Charge does not include making good any repairs to the site unless caused by the negligence of the Company's servants, agents or contractors.
- b) All sums under this agreement unless otherwise stated are inclusive of VAT and other duties or taxes.

#### 7. CANCELLATION

- a) Either party shall have the right to terminate this contract without penalty within fourteen days from the date hereof 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 shall refund to the Client all sums paid by the Client to the Company by way of deposit or otherwise.

- b) Once the fourteen days referred to in the preceding clause has passed in the event of the Client cancelling the event any deposit that has been paid will not be returned to the Client by the Company.
- c) If the Client cancels after the fourteen day period and the Company is able to re-let the Equipment then the deposit paid by the client to the Company will be repaid subject to an administration charge based on the costs incurred by the Company in re-letting the Equipment which in any event shall not exceed 50% of the deposit.
- d) If the Client cancels and the Company is unable to re-let the Equipment within 14 days prior to the commencement of hire 100% of the Hire charge will be due, if the Client cancels 15 to 60 days prior to commencement of hire 60% of the Hire Charge will be due. The deposit paid shall be deducted from the percentage payable

#### 8. EXCLUSION OF LIABILITY

- a) The Company will make every effort to complete the erection of the Equipment on or before the Set Up date shown on the Booking Form provided that the Client has complied with the undertakings set out above. If the Equipment is not erected on or before the Set Up date shown on the Invoice 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 adverse wind or weather conditions, unsuitability of or no access to the site or any other circumstances beyond its reasonable control the Company shall not be liable to pay further compensation to the Client.
- b) 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 company's servants, agents or contractors.

#### 9. THIRD PARTY LIABILITY

- a) The company will not be responsible for and the Client 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 faulty material or workmanship or negligence on the part of the Company.

#### 10. INSURANCE

- a) The Company will ensure that they hold public Liability Insurance for 5 million pounds and will insure all equipment owned by The company for accidental damage whilst on hire, if any equipment is damaged whilst on hire the hirers will be responsible for paying an insurance excess charge of £300. In the event of any equipment being damaged due to a negligent or criminal act then our insurers have the right to claim costs from the client.