

The Canvas Tent Company Ltd “Terms and Conditions”

Definitions

The ‘Client’, ‘you’ & ‘your’	The person/s or organisation responsible for the hire of all equipment as outline in The Canvas Tent Co. Ltd. final order.
The ‘Company’, ‘we’ & our’	The Canvas Tent Company Limited. Company no.
The ‘Equipment’	The marquee & associated hire items as outlined in the company’s final order, to include that of agents & subcontractors.
‘Hire Period’	The period of time from point of delivery to completion of dismantle.
‘Usage Period’	The period of time from completion of assembly to beginning of dismantle.
‘Contract’	The contract between company and client for the hire of all equipment as outlined by the final order, to include that of agents and subcontractors, in accordance with these terms & conditions.
‘Order’	The detail of hire items made upon booking confirmation, including dates for hire period, usage period & other associated logistics forming a written agreement to the contract.
‘Hire Charge’, ‘Initial Payment’ & ‘Balance’	The money payable to the company as outlined in these Terms & Conditions

Conditions

Booking confirmation will be made upon receivership of 30% initial payment to the total value of the accepted quotation, whereby an order and contract will be formed between the company and the client, adhering to the following terms and conditions or variation thereof, agreed in writing. By permitting works to be carried out it is understood that the client is deemed to have acknowledged this and is legally responsible on their part for the hire charge & hire period as outlined below.

The company provide equipment on a hire basis and take no responsibility to the usage of the equipment, other than is specifically outlined in this document.

The Company Undertakes

1. To deliver all equipment in accordance to the hire period stated on order and to assemble all equipment for use prior to, or on the day of, the usage period as stated on the order, or variations of, agreed in writing.
2. To dismantle and remove all hire equipment as stated on the order after the usage period or when reasonably practicable, or variations of, agreed in writing.

The Client Undertakes

- 1.** To pay for all hire charges, initial payments at 30% of the total accepted quotation and balance due 14 days prior to the hire period. The company reserves the right to withhold equipment should payment not be received under these conditions. Payment of the initial payment by you is acknowledged by the company as agreeing to our terms & conditions, or variations thereof, agreed in writing.
- 2.** To pay interest on any monies outstanding at a rate of 4% per annum above The Santander Bank base rate.
- 3.** To provide the company with accurate detailed drawings, 4 weeks prior to the hire period, of any underground services such as electrical cables, pipes or drainage & clear instruction of any obstacles or hazards which may affect assembly or the safety of staff and/or general public. Failure to produce a completed site hazard form results in the client, and not the company, being solely responsible for any damage caused, loss due to damage and/or making good.
- 4.** To inform the company of any known changes to the site after booking confirmation or conducted site visit, or alterations to ground conditions, access and hazards. Any costs to the company incurred by such, will be the responsibility of the client.
- 5.** To provide an accurate plan of the equipment position or a representative on the day of the hire period, stated on the order. In the absence of both the company will determine the best position and upon completion of assemble sees fit the completion of the contact.
- 6.** To obtain permission from the land owner for vehicle access and all equipment to be assembled and stored on site for the hire period or variations of, agreed in writing.
- 7.** Where necessary to ensure all licences, permits & requirements relating to assembly and the planned activities are obtained from local authorities and emergency services prior to the hire period. In the event the company cannot comply with regulations set by a governing body the contract will be deemed cancelled by the client and any costs incurred will be the responsibility of the client and not of the company.
- 8.** To acknowledge the company's recommended suppliers & venues are in no way connected to the company and failure on their part is of no reflection to the company, company agents or subcontractors.
- 9.** To not enter the marquee or working site boundaries whilst construction and dismantle is taking place, unless instructed as safe by the site foreman or health and safety officer on site.
- 10.** To provide when needed a safe, sufficient power supply in accordance with the company's specification.
- 11.** To keep secure all equipment when not in use by way of closing all structures, doors, tents and turning off all electrical equipment, cooking facilities and gas appliances. All naked flames should be extinguished.
- 12.** To prohibit the use of any lighting, heating, cooking, gas or electrical equipment other than that of the company's equipment without prior written consent.

13. To give prior notice for the use of naked flame candles and ensure sufficient measures are in place for extinguishing in emergency situations. The client, as the usage organiser, is responsible for all fire safety and it is advised you seek advice from your local fire safety warden, officer or brigade.
14. Where a fire pit is in use, it shall be kept in the location agreed and not moved. The client must appoint a competent individual, who isn't under the influence of alcohol or drugs, to be responsible for the safe use and extinguishing of the fire. Children shall be kept a safe distance from the equipment.
15. To not tamper with, alter or amend any of the company's equipment and to not affix any items to the structure whatsoever without prior consent of the company.
16. To make arrangements for all personal belongings, rubbish or other event equipment, not belonging to the company, to be removed before arrival on the final date of the hire period. Any costs incurred by the company due to the client's failure to do so will be the responsibility of the client and not of the company.
17. In the event of adverse weather conditions such as snow or high winds, contingency procedures are put in place to protect all hire equipment and the safety of staff and or general public. Any loss of life, injuries or damage caused during the hire period, by a failure on the client's part, will be the responsibility of the client and not of the company. Where company negligence or equipment failure is proven the company takes full responsibility. A continuous reference to the weather forecast and on-going consultation will be in place for hire periods across winter months and on exposed sites.
18. Any site visit fees made prior to your booking are fully deductible from the hire charges upon committing to your order. In circumstances where equipment is found not suitable or the client opts for alternative arrangements, site visit fees are non-refundable. Fees are calculated on a job by job basis depending on the client requirements.
19. To use equipment provided in accordance with the law and all Health and Safety guidance.
20. a) **Damage Waiver Fee**

In electing to use the damage waiver option and paying @ 5% of the total accepted quotation:

- **The client is responsible for the first £500 of accidental loss or damage to the equipment during the period of hire.**
- **The client is responsible for all loss or damages to the company resulting from willful neglect or malicious acts.**
- **The client is responsible for any loss or damage due to the clients failure to adhere to any special security arrangements that have been agreed.**

b) If the client elects not to use the company's damage waiver service, prior to the hire period, the company is to be provided with adequate proof of insurance. All equipment shall be insured to the full value, for the entirety of the hire period stated on the order, and in the client's name. With failure to produce proof of insurance, the client shall be held at fault and the company reserves the right to cancel the contract. The client is responsible for loss or damage to all equipment outlined in the order for the entire hire period. The client or their insurance policy shall within 30 days reimburse the company the full value of any items at point of purchase, along with any loss of earnings or cross hire replacement costs for business continuity. This includes, but shall not be limited to any loss or damage caused by the general public, event guests or services hired in by the client. This shall exclude where proof exists that company negligence is at fault or company equipment failure is to blame.

Variations

- 1.** The Company will do all that is within its power to deliver all equipment in accordance with the clients' order but where alterations to the specification of equipment or design occur the company will inform the client immediately. Where changes are fundamental to the usage, the client has the right to terminate the contract with a full refund of all monies paid to the company, less costs incurred, being due 30 days after.
- 2.** The hire charge stated on the order is based on the assumption that the client provides a firm, flat, level ground, penetrable to equipment ground anchors and pervious to rainwater, accessible to commercial vehicles and is free from flooding, trees and other overhead obstructions. If this is not the case or the client wishes to change the position of the equipment to another location than that agreed at the time of booking, then any subsequent cost increases due to labour, making good or time restraints will be the responsibility of the client and in certain circumstance an hourly fee may be charged.
- 3.** Any changes made by the client to the order after booking confirmation will be amended in the balance due. This includes both an increase and reduction to the total amount dependant on labour, equipment costs, delivery and vehicle charges, but not to below 60% of the original value of the order. The company shall produce an order confirmation detailing the changes and the cost of the new order. Order change will be official upon confirmation of acceptance of the cost by the client.

Cancellation

- 1.** Either party has the right to cancel the contract, without penalty, for up to and not exceeding seven days. Acceptance of termination will be subject to written confirmation being handed from the client to the company or vice versa. In the eventuality the contract is terminated within this period all monies paid to the company will be fully refunded within 30 days.

2. Should the client wish to cancel the order following the seven day grace period the client shall compensate the company 30% of the original total order value or initial payment paid (whichever is greater) for times up to 30 days before the hire period. For cancellations proceeding this time a fee of 50% of the total order is applicable up to 14 days before the hire period, with 100% of the order amount being due thereafter. The client understands that the initial payment goes to cover design, planning and other costs incurred by the company. Upon booking, the client reserves the date, rendering the company unable to sell this date. As such, the initial payment also goes to cover profits lost by potential work lost in the event of cancellation.
3. The client should acquire an insurance policy to a level of cover which makes them comfortable with the financial risks of a potential requirement to voluntarily cancel. The circumstances of the cancellation will not be a consideration. The company will abide by the terms and conditions agreed to herein.

Exclusion of Liability

1. In the eventuality the company is unable to complete the contract or provide the equipment or acceptable parts of, replacements or alternatives before the hire period the company shall refund all monies paid by the client in full within 30 days proceeding.
2. However, if cancellation is due to factors beyond the company's reasonable control, such as; acts of god, war, natural disasters, disease outbreak, road accidents et al, the company will only refund monies paid by the client to the company less costs incurred for work undertaken to that point and irrecoverable costs.
3. The company will take great care in their working environment and avoid any damage, theft or loss to clients grounds, property and belongings but cannot be held responsible for theft, loss or damage during the usage period unless proven to be the fault of company negligence or faulty equipment.

Acceptance of terms and conditions

I, the client, agree to the above terms and conditions

Clients Name _____

Clients Signature _____

Date ___/___/_____