



Terms & Conditions

Terms & Conditions of Hire DEFINITIONS

The Unique Tent Company

'Company' means The Unique Tent Company located at: Unit

2a Coopies Field, Coopies Lane Ind Estate, Morpeth, Northumberland, NE61 6JT

'Client' is the person hiring the Equipment from the Company. 'Equipment' is the tent(s) and other materials specified on the quotation Form and nothing else. 'Period of Hire' is the period between completing the set-up of the Equipment and beginning the dismantling.

'Hire Charge' is the amount payable by the Client to the Company as specified on the quotation form.

1. CONDITIONS

Unless stated in writing all orders are accepted subject to the Terms and Conditions of hiring stated below and the Client by paying a deposit are deemed to have acknowledged this.

2. THE COMPANY UNDERTAKES:

To deliver the Equipment and proceed to erect it on or before the agreed event date unless an act of God or inclement weather doesn't permit this.

To dismantle and remove the Equipment from the site on or after the Dismantling date agreed unless an act of God or inclement weather doesn't permit this.

3. THE CLIENT UNDERTAKES:

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.

To pay interest on all monies outstanding at the rate of 4% per annum above the base rate of Yorkshire Bank.

Before delivery the Customer/Client/Hiree must provide the Company with written confirmation that there are no underground services on the site where the structure is to be erected, or with an accurate plan showing the location of any underground services. If the Customer /Client/Hiree does not own the site, then it is their responsibility to obtain this written confirmation from the site owner. If there is any doubt as to where services are then the Company will need to undertake a CAT scan, at the Customer/Client/Hiree's expense, in order to minimise the risk of Injury from underground services. As CAT scans are not guaranteed to locate all services, the Company shall not be liable for any damage caused to any undetected Underground Services.

To obtain permits from any authorities who are or may be concerned and to make application where necessary to the Planning Authority, District Surveyor, Police, Fire Brigade and any similar authority or organization. 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 Client.

Where appropriate to obtain a licence from the Local Authority. Any requirements under the licence must be notified to the Company in writing, at least 28 days prior to erection. 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.

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 metres of the Equipment. Not to enter the Equipment whilst it is being erected or dismantled by the Company.

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.

Not to use any lighting, heating, cooking or other gas or electrical appliances of any kind without the prior written consent of the Company.

Not to light, or allow to be lit, any fire, candle or other naked flame within or close to the Equipment without the prior written consent of the Company.

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 written consent.

To remove all items not part of the hire contract, including all rubbish, from the tent prior to the Company arriving for takedown and to dispose of all rubbish in a responsible manner.

4. LOSS OR DAMAGE OR EXCESSIVE SOILING

The Client must be satisfied with the Equipment before use and should notify the Company of any miscounts, incorrect deliveries or unacceptable Equipment before use.

A. The Client shall throughout the Period of Hire be responsible for the maintenance and safe custody of the Equipment. The Client shall be responsible for and indemnify the company against any loss of or damage to all hired equipment whatsoever the cause.

B. The client must provide the company proof of having arranged insurance in their name for the hired equipment at least seven days prior to the delivery date of the equipment.

C. If a Damage Waiver Fee is included on the Booking Form then upon payment of the Damage Waiver Fee the above clauses A & B will not apply, however the client will remain responsible for the first £500 of any loss and for any loss or damage resulting from their negligence or legal liability.

5. VARIATIONS

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, but not bare soil) 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 the Equipment in a different position on the 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 subsequently increased by reason of increase 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.

6. UNDERSTANDING

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.

All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes. Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.

The put-up and take-down dates shown on the booking form are estimated and are subject to change by us and are not guaranteed on booking. Your liability for loss, damage or excess soiling as outlined in section 4, spans the entire period between put-up and take-down.

The client is responsible for providing appropriate security personnel when the tent is unoccupied.

The client is responsible for removal and safe disposal of all rubbish and items not part of the hire contract prior to takedown. Failure to do so which results in a delay of takedown may result in the Company charging a fee commensurate with crew hourly rate of pay and any other costs associated with removal and/or disposal of those items

7. DEPOSIT

A non-refundable deposit equal to 30% of the hire charge is payable to secure the booking. The balance is due 12 weeks before the event date unless in the case of a rescheduled event date the original event date will apply as is written in section 8.

8. CANCELLATION

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.

Once the fourteen days referred to in the preceding clause has passed should the client cancel the contract compensation will be paid to the Company of 75% of the Hire Charge save that if it is cancelled within 84 days prior to the Event Date shown on the Booking Form the compensation will be the Hire Charge.

If the Client cancels pursuant to the preceding clause and the Company is able to re-let the Equipment then the Client shall not pay the full cancellation charge but an administration charge based on the costs incurred by the Company in re-letting the Equipment which in any event shall not exceed 30% of the Hire Charge. Should you wish to cancel your order, you can use the cancellation form provided at the end of these terms and conditions, or alternatively you can notify us by any other clear statement.

Any request by the client to reschedule is at the discretion of the Company and the Company holds the right to refuse such requests and enforce the above cancellation clause. In the event the Company agrees to the client's request to reschedule, the Company reserves the right to invoice for full payment as per the original booking terms and initial event date and to charge a rescheduling fee.

9. EXCLUSION OF LIABILITY

The Company will make every effort to complete the erection of the Equipment on or before the Event date shown on the quotation provided that the Client has complied with the undertakings set out above.

If the Equipment is not erected on or before the agreed Event Date shown on the quotation 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 weather or other circumstances beyond its reasonable control the Company shall not be liable to pay further compensation to the Client.

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.

10. THIRD PARTY LIABILITY

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.

CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To The Unique Tent Company, 2a Coopies Field, Coopies Lane Industrial Estate, Morpeth, Northumberland, NE61 6JT, Telephone: 0800133 7907, Email: enquiries@uniquetentco.co.uk:

I/WE hereby give notice that I/WE cancel MY/OUR contract for the supply of the following services,

ORDER ON:

Name of consumer(s):

.....

Address of consumer(s):

.....

Signature of consumer(s):

.....

Date: