

Terms & Conditions

parTpees – Luxury bell Tent Hire & Events

DEFINITIONS

1. 'THE COMPANY' is Ms Charlie A Hunter T/A parTpees – Registered Address 11 Redwing Close, Oakham, Rutland, LE15 6DA.
2. THE HIRER' is the person hiring the equipment from the Company and whose name appears on the booking form and /or Invoice. The Hirer must be at least 18 years of age.
3. 'THE PERIOD OF HIRE' means the time commencing with the arrival of the equipment onsite, and terminating when the equipment is removed by the Company.
4. 'A BOOKING' is the contract entered into by the Hirer and the Company which is defined by the detailed hire of goods on the invoice and / or booking form between the Company and the Hirer.
5. 'BOOKING FORM' is the form issued by the Company to the Hirer containing details of the Equipment, Period of Hire and Hire Charge.
'EQUIPMENT' means the bell tents and other materials specified on the Booking Form being owned and maintained by the Company provided to the Hirer. Equipment does not include that of Third Party Suppliers.
6. 'HIRE CHARGE' is the total amount due under the invoice including delivery, assembly, installation, disassembly and collection of the equipment.
7. 'THIRD PARTY SUPPLIER' is a company or individual not owned directly by the Company and shall not form any party of a contractual obligation between the Company and the Hirer.
8. 'THIRD PARTY EQUIPMENT' is equipment owned, supplied, erected and maintained by a Third Party Supplier. All such equipment shall not be the responsibility of the Company.

GENERAL

These terms and conditions apply to all contracts entered 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 time of booking.

1.

(a) The Hirer/Third party should not enter the equipment whilst the Company is erecting it.

(b) The Hirer/Third party should keep any part of the equipment that is a framed structure or a tent or a tipi completely closed and secure while not in use during the period of Hire.

(c) The Hirer/third party should not tamper with the structure or any part of the equipment and not affix or suspend from the equipment any item whatsoever without written consent of the Company.

(d) If any part of the Equipment includes electrical apparatus the Hirer is to provide such power points or supply as may be reasonably required by the Company

(e) 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 Company's tents without the previous consent in writing of the Company. No cooking or use of gas appliances of any kind should be used inside the Company's tents.

(f) The Hirer is responsible for any damage and loss caused to the equipment regardless of culpability, and therefore should the security deposit be insufficient to cover costs incurred by the Company, the Hirer will be liable for all costs associated with this damage.

(g) Any naked flames used on site in proximity to the tent are entirely at the Hirers own risk.

(h) No animals are allowed inside the Company's tents, without the previous consent in writing of the Company.

(i) No smoking is allowed inside the Company's tents.

(j) No shoes to be worn inside the tent unless approved by the company.

(k) The Hirer agrees that the Company, its Agents, Officers or Employees, accept no liability for any personal injury or damage to any persons or property suffered during the period of your usage. Your statutory rights are not affected.

(l) Barbecue equipment or open fires outside are to be placed a minimum of ten feet from the tents and not left unattended whilst in use and are the Hirer's entire responsibility. Use of the Company's fire pits are the responsibility of the Hirer during the period of hire and the Company holds no liability for their use during the period of hire.

(m) The hirer will be responsible for any additional costs incurred to the company as a result of any booked equipment not being able to be erected/laid due to incorrect measurements, varying height levels or undisclosed site complications of which the company were not informed in writing.

(n) The hirer will be responsible for any costs incurred by the company due to changes being requested once the erecting of tents has begun.

(o) The hirer is to oversee all Third-Party Suppliers bringing their equipment into or around the tipis and to ensure no equipment is placed within 1 ft of the tipi canvas (inside or outside) either by the Third Party Suppliers or the Hirer.

(p) The Hirer is not to tamper with any fire extinguishers as provided by the Company, except for use in appropriate circumstances. Any fire extinguishers belonging to the Company found to be tampered with inappropriately during the Period of Hire will be subject to an additional charge.

(q) The Hirer is responsible to obtain all temporary licences required to hold event and notify all health and safety departments as appropriate to the event.

(r) The Hirer is responsible for approving tent set ups on behalf of guests in their absence.

(s) The hirer is responsible for the tents/hire goods from approving set up until collection date confirmed and will be liable for any damages.

2. LIMITATON OF LIABILITY OF THE COMPANY

In the event that the Company fails to fulfil any terms of the hire contract the Company's liability is limited to refund or cancellation of any hire charge and in no circumstances will the Company be liable for any indirect, special or consequential loss or damage (whether loss of profit or otherwise), costs, expenses or other claim whatsoever which arises out of or in connection with the hire of the equipment. The Company's entire liability under and in connection with the hire contract shall not exceed the amount of the hire charge. The Company shall not be liable for damage or loss of any of the equipment. Your statutory rights are not affected.

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. From handover at set up to hirer the company will request a authorisation signature to accept the hire goods. From that time the company is not liable for the safety of the tents/hire goods until the confirmed date of collection.

3. LOSS OR DAMAGE

(a) The Hirer shall during the period of Hire be responsible for the maintenance and safe custody of the Company's equipment from completion of erection until dismantling.

(b) The Hirer must be satisfied with the equipment before use and should notify the Company of any miscounts, incorrect deliveries, or unacceptable equipment before use.

(c) The Hirer shall leave the Equipment in a clean and tidy state, a reasonable surcharge will be applied for cleaning if it is not and will be deducted from the damage deposit and / or charged directly to the Hirer.

(d) The hirer is responsible to ensure security is arranged for set up during the day & overnight from set up completion until Collection.

4. Ownership

All equipment always remains the property of the Company. The Hirer may not sub-hire or part with possession of the equipment or any part of it and may not allow any lien or encumbrance to be created over the equipment.

5. Site

- (a) 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 or otherwise concealed. The Hire charges do not include any making good or repairing of damage to the site.
- (b) The Hirer is required to provide the Company with either a plan showing the position in 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 are to be erected the Company will erect the tents or equipment where they deem appropriate and shall be deemed to have completed the contract.
- (c) The Hirer should never presume that any other equipment is included in the Hire other than what is stated in the Company's booking forms and related website, specific to their booking.
- (d) The Hirer is required to select a site that is not susceptible to boggy or has poor drainage or be impervious or too solid for poles, posts, pegs to be passed through in the set up of tents. Any flooding caused is the responsibility of the Hirer.
- (e) The Hirer must ensure that any obstructions to the site are removed before the Company arrives. This includes plants, shrubs, trees, vehicles and other materials. The Company reserves the right to apply a discretionary surcharge if obstructions prevent work from commencing.
- (f) The Hirer must consider and is responsible for making suitable arrangements for access by people with disabilities and emergency services
- (g) If on arrival to site the carry from point of parking to point of erection is found to be greater than 10 metres a surcharge may be applied.
- (h) Appropriate provision of parking must be supplied and all parking costs (if any), must be paid for by the Hirer in advance of The Company arriving on site.
- (i) In the event the company is delayed by third parties/Hirer to commence erection or dismantling for any reason and incurs additional costs, the company may increase the price in accordance with the Company's published price list and hourly labour rates then in force.

6. Liability to third party

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.

7. Erections & Dismantling

The Company provides labour for the erection and dismantling and requires the Hirer/third party to not handle structure or attempt to assist in set up or dismantle with or without company attendance. Unless approved by the Company in advance in writing.

8. Company Insurance

The company hold full public liability Insurance, copies for third party venues is available on request.

9. Payments/Cancellations

- a. An initial 50% non-refundable deposit is required to secure your booking. Once payment has been made you have entered and agree to the terms of business.
- b. Final Hire Balance is Due within 28 days of set up date, unless booking invoice provides an alternative date.

In the event of cancellation Terms Apply

- a, 50% non-refundable deposit
- b, over 28 days, final hire balance does not require payment
- c, 28 days and under full hire balance due for payment and no refund will be given

10. Force Majeure

The Company will not be liable for any: Act of God including but not limited to tempest, fire, flood, storm, pandemic or natural disaster; War, civil war, sabotage or act of terrorism; Government sanction, embargo, import or export regulation or order; Labour disputes, including strikes, lockouts, boycotts or other industrial action; 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 and Wales.

11. The Company

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 if 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.