

## Contract for Hire Full Terms and Conditions

This is the full version of the **small print** governing the contract between us. We don't like **small print**, but it's a necessary evil! Our **small print** is not intended to apply any unreasonable conditions. We want the contract between us to be fairly and honestly carried out. If there can be any difference of interpretation between the summary T&C's (printed on the back of the Contract for Hire) and this full version, this version takes precedence. In signing the 'Contract for Hire', you are accepting to be bound by the full terms and conditions.

### 1. Definitions

**"We (Us) (Our)"**

are the owners of Elite Tents Ltd, our representatives, associates and employees.

**"You"**

are the person, persons or company who has contracted to hire our tents and associated equipment.

**"Your Representative"**

Is any person, representative, associate or employee who you designate to carry out a task for you related to the contract or to have authority to represent you in relation to an aspect of the contract.

**"Equipment"**

comprises every physical item supplied by us for your direct or indirect use during the event whether attracting a specific charge or not.

**"Event"**

is the activity that you are hosting or have arranged, during which our equipment will be used.

**"Event Day(s)"**

is the day(s) upon which your event will take place and during which you and your guests will be actively using our equipment.

**"Event Period"**

is the time between handover of our equipment to your care following its provision and erection and the time it is handed back to us ready for being dismantled and taken away.

**"Configuration"**

The planned layout of the tent(s) and internal equipment, ie tables, benches, stage, fire, etc, and including the position of doors and the position and number of raised tent sides.

**"Contract"**

is the agreement between us that we will supply the equipment itemised for your event in return for the consideration payable by you as per the terms given in Section 4 below.

**"Contract Price"**

is the value of the consideration to be paid by you to us for hire of the equipment.

**"Crew"**

is the team of our personnel which delivers, erects, dismantles and takes away the equipment hired to you.

**"Crew Chief"**

is the person who leads our crew and has responsibility for the delivery, erection, handover, and dismantling processes.

**"Guest(s)"**

is any person taking part or participating in your event whether at your express invitation or not and whether for a charge or at no charge.

**"Handover Document"**

Is the document signed by you and us to confirm that the equipment has been satisfactorily delivered and erected.

**"Hand-back Document"**

Is the document signed by you and us to confirm that the equipment has been handed back to us and can be dismantled and taken away.

### 2. Our Responsibilities

- 2.1. We undertake to use all reasonable endeavours to deliver and erect the equipment in good time so as to be ready for your event. Three weeks before your event at the latest, we will agree with you a date for delivery and erection, together with our crew's estimated arrival time. At the latest, the delivery day will be the day before the start of your event. (If you require a delivery day guaranteed to be more than one day before your event, this can be incorporated into the contract at an additional agreed charge.) If you have not taken out the Logistics package, then we reserve the right to deliver the tipis any of the three days prior to your event date and to collect it at any point up to three days after the event date to suit our crew logistics.
- 2.2. We will erect the equipment in the position agreed during discussions conducted prior to the signing of the contract (by a site visit or by other means mutually agreed). If you wish to make minor adjustments to the agreed position or configuration on the delivery day, we will endeavour to accommodate these, but reserve the right not to do so.

- 2.3. Note that weather conditions may limit the exact position in which the tent(s) can be erected and the ability to lift some or all of the sides of the tents safely even if such a configuration has been planned. The crew chief will consult with you on any such issue, but will make the final decision on what can and will be done.
- 2.4. Once erected, our crew chief will hand over responsibility for the equipment to you or your representative. The handover process will include
  - 2.4.1. checking off an inventory of our equipment (noting any pre-existing damage or dirt if there is any),
  - 2.4.2. instructing you on how to monitor the continued safe pegging down of the tent(s)
  - 2.4.3. instructing you on aspects of the configuration that you will be able to vary during the event and
  - 2.4.4. conducting a safety and security briefing with you.
- 2.5. During your event, we will not normally attend on site unless pre-arranged as part of the contract, except in the event of an emergency or at your invitation. We will provide you with a contact phone number for use in the event of an emergency involving the equipment.
- 2.6. Following completion of your event, our crew will return to dismantle and take away the equipment. We will do this by prior arrangement at our mutual convenience, but we reserve the right to insist that we be allowed to take away the equipment on the day following your event.
- 2.7. Before any equipment is dismantled we will complete an inspection of the equipment jointly with you or your representative. The inspection will note the nature and extent of any new damage to or dirt on any of the equipment. The equipment inventory will be used to check for missing items of equipment.
- 2.8. Note that depending on the duration of your event and on whether matting has been used, the site's ground/grass will take a varying amount of time to recover to its natural state. This is beyond our control and so is not our responsibility.

### 3. Your Responsibilities

- 3.1. You undertake to pay the deposits and balances in the amounts and at the times set out in the contract and in these terms and conditions.
- 3.2. If payment is overdue, you undertake to pay interest on all monies outstanding 14 days after the due date for payment, both before and after judgment, at a rate of 4 per cent per annum above the base rate for the time being of Lloyds Bank plc.
- 3.3. You give (or must obtain any required) permission to us to erect our tent(s) and provide for the use of our equipment on the site. Where you are hiring a venue, you undertake to find out and advise us of any restrictions imposed by the site regarding the put up and take down of the tipis in line with 2.1. You must notify us of any such restrictions within one month of booking the tipis.
- 3.4. You undertake to obtain permits or licenses as appropriate from any authority or organisation which is or may be concerned with your use of the site for your event. Any costs that we incur in delays or modifications in the work arising from the absence or misrepresentation of all such necessary permissions and permits shall be payable by you to us.
- 3.5. Any requirements under any such permits or licenses that affect our equipment must be notified to us in writing at least 3 weeks prior to the event day. Should we for any reason be unable to comply with these requirements and a compromise solution be unavailable or impracticable, we will notify you immediately and the contract will be deemed to have been cancelled by you.
- 3.6. You undertake to ensure that
  - 3.6.1. the location for the tent(s) has a flat, level surface with no protrusions and no overhanging trees or other obstruction
  - 3.6.2. the ground is
    - 3.6.2.1. suitable for taking 2ft (60cm) tent pegs
    - 3.6.2.2. is not flooded and is not impervious to water
    - 3.6.2.3. has no underground power or utility services within 1 metre of the surface.
  - 3.6.3. if the surface is grass, it is cut so as to be no more than 3 inches (8cm) long.
  - 3.6.4. there is a safe means of access both to the site and to within 20m of the tent(s) location for our Land Rover and trailer.

If any of the above conditions are not met, we reserve the right to insist that the tent(s) be erected in a different location and/or to charge an additional payment for the delay or extra effort incurred at the hourly rate shown on the contract.
- 3.7. You are responsible for the security and care of the equipment for the duration of the event period. You undertake to take all reasonable measures to ensure that the equipment is secure and is not misused or damaged by you, your guests or any third party. You will be liable for the full cost of repair or replacement as new of any item of equipment that is damaged or that disappears for whatsoever cause or reason while it is in your care.
- 3.8. On the agreed delivery day, we must be able to get under way promptly with the unloading and erection process. You must ensure that we are able to gain access to the site by our agreed estimated arrival time. We reserve the right to charge you for any delay experienced (See Section 4).
- 3.9. If our equipment includes any electrical items you undertake to ensure that we have access to a properly protected 240V power supply no more than 15m from the tent(s) location.
- 3.10. You or your representative undertake to
  - 3.10.1. meet us on our arrival to confirm that all is in order to start the erection process
  - 3.10.2. be present or contactable during the erection process to resolve any site related issues that may arise
  - 3.10.3. take part in the handover briefing process once the equipment is in place.
  - 3.10.4. sign the handover document to confirm the equipment has been passed into your care.

- 3.11. While the equipment is in your care, you undertake to
  - 3.11.1. Keep all the equipment secure (See also Section 7)
  - 3.11.2. Be responsible for its safe use by you, your guests and any other third party as detailed in Section 6 and in the safety briefing.
  - 3.11.3. Be alert to changing weather conditions and take action to prevent weather damage to the equipment.
  - 3.11.4. Notify us immediately of any untoward occurrence affecting or likely to affect the equipment.
- 3.12. You must ensure that any equipment that does not belong to us that you have used during your event is removed from the vicinity of our tent(s) by the agreed estimated arrival time of our dismantling crew on the agreed collection day.
- 3.13. On the collection day you undertake
  - 3.13.1. to ensure that we are able to gain access to the site by our agreed estimated arrival time. We reserve the right to charge you for any delay experienced (See Section 4).
  - 3.13.2. to meet us in order to carry out the inventory check and hand-back process before we start dismantling and loading the equipment.
  - 3.13.3. to sign the hand-back document.

#### 4. Payment

- 4.1. A deposit of 50% of the total contract price must be paid when the contract is signed. This secures your booking as detailed in the contract.
- 4.2. If you elect to take the damage waiver option - see 5.5 below - the 5% fee is payable along with the contract balance one calendar month before the event day.
- 4.3. The balance of the total contract price, together with a £500 refundable damages deposit, must be paid (and the funds be cleared) at least 1 calendar month before the event day.
- 4.4. Payments may be made by cheque or inter-bank transfer.
- 4.5. If the equipment suffers no new damage or loss whilst in your care, the damages deposit will be returned to you in full within two weeks after the equipment collection day.
- 4.6. Delays experienced by our crew for reasons not of their making will be charged at the hourly crew rate of £75 per hour. The damages deposit will be held until these or any other additional charges have been paid.
- 4.7. Payments made with cash will be subject to bank charges accrued when funds are deposited. This amount will be added to your final bill or charged to the deposit after your event.

#### 5. Insurance

- 5.1. You are responsible for the security and safe-keeping of the equipment for the duration of the event period.
- 5.2. You are directly responsible for the first £500 of damage or loss, which will be covered by your damages deposit.
- 5.3. If the equipment suffers no new damage or loss whilst in your care, the damages deposit will be refunded.
- 5.4. If the equipment suffers new damage or loss (from whatsoever cause) as agreed and noted on the hand-back document, we will deduct the first £500's worth of damage or loss from the deposit and return any balance to you.
- 5.5. If you elect to pay a damage waiver sum of 5% of the total net equipment hire price to us on top of the contract price we will indemnify you against any losses that we suffer arising from accidental equipment damage or loss (beyond the £500 excess), however caused and in whatever timeframe. You will remain responsible for any loss or damage resulting from your negligence or legal liability.
- 5.6. Alternatively, you must at your expense take out comprehensive insurance with a reputable insurance company (naming Elite Tents Ltd as the loss payee) to cover
  - 5.6.1. damage or loss to the equipment arising from any cause and
  - 5.6.2. any subsequent loss of hire charge that we may suffer as a result if we are denied further use of the equipment while it is being repaired or replaced.
  - 5.6.3. Our equipment to ten times the value of the net hire cost on your final contract.
- 5.7. If you choose to take out insurance cover, we must have sight of the insurance certificate no later than 2 calendar months before your event day. We also reserve the right to inspect the policy document and receipt for payment of the premium. If you have not taken out separate insurance by this time or the insurance does not satisfy the conditions specified in 5.6 above, you must adopt the 'damage waiver' option and the 5% fee becomes due immediately.
- 5.8. If it becomes necessary for a claim to be made on your insurance, you hereby irrevocably authorise us
  - 5.8.1. to act in your name and on your behalf to make any such claim
  - 5.8.2. to settle or compromise any such claim and
  - 5.8.3. to receive and give good discharge to insurers for any payment made.
- 5.9. In the event of a claim, you undertake to cooperate with us diligently and without delay in making the claim and not do or allow to be done anything whereby the insurance of the equipment may be invalidated.

#### 6. Cancellation and Variation

- 6.1. Either party may cancel the contract within 14 days of its date without penalty subject to written confirmation being exchanged within that time. We will return to you promptly any deposits or fees already paid by you.
- 6.2. If after this period you wish to cancel the contract, a cancellation fee which is a percentage of the **total contract price** will be payable as follows
  - 6.2.1. Between contract date and 4 calendar months before the event date – 50%
  - 6.2.2. Between 4 months and 6 weeks before the event date – 75%
  - 6.2.3. Any later than 6 weeks before the event date– 100%

- 6.3. If any payment due is outstanding by the delivery day, we reserve the right not to deliver the equipment. This will be deemed to be a cancellation by you and all money due will still be payable.
- 6.4. If we become aware that for whatever reason we will not be able to supply all of the equipment specified in the contract, we will notify you at our earliest opportunity. We will discuss with you possible variations in the equipment and its configuration that may be practicable and agree an appropriate reduction in the contract price. If we cannot reach an agreement and the missing equipment is fundamental to your event, you may terminate the contract with a full return of all monies paid.
- 6.5. If despite our best endeavours, we are unable to erect the equipment by the day before your event (or a different date agreed and specified within the contract), provided you have complied with the undertakings set out above, you may terminate the contract with a full return of all monies paid. If the equipment is not erected because of delays due to weather or other circumstances beyond our reasonable control we shall not be liable to pay further compensation to you.
- 6.6. If you wish to add to remove items from your signed Confirmation of Hire this will be subject to availability and at the discretion of the company,
  - 6.6.1. Should you wish to remove any single item completely from the contract this will be subject to the cancellation fee as detailed in 6.2 unless separately agreed with the director of the company.

## 7. Sub-Contracted Items

- 7.1. Sub-contracted items are subject to the same T&Cs as the company's equipment with the following **additional** terms:
- 7.2. You are responsible for the security and safe-keeping of the equipment for the duration of the event period.
- 7.3. Where insurance is not included, you undertake to insure the sub-contracted items with a reputable insurance company to the following values:
  - 7.3.1. Generator and Cabling: £20,000
  - 7.3.2. Toilet Unit (2+1): £25,000
  - 7.3.3. Toilet Unit (3+1): £30,000
- 7.4. You may elect to pay for insurance on your sub-contracted items through our insurance company, which we can arrange for you. This must be arranged at least 2 months prior to your event. The cost of this will be determined by the insurance company plus a £25.00 administration fee payable to Elite Tents Ltd.
- 7.5. You remain directly responsible for the excess on sub-contracted items insured through our insurance company in case of a claim. This is at present an excess of £500 on most items but £2500 on generators. (Correct at Feb 2018)

## 8. Safety

- 8.1. In their nature, tents have features which some may regard as presenting safety hazards – poles to bump into; ropes, pegs, mats to trip over; materials that although fire resistant, would eventually burn in the event of a fire; and if an open fire or candles are used, potential sources of fire. We and you undertake to be aware of these hazards and take all reasonable care that anyone working in or with or using the equipment does so in a safe manner.
- 8.2. We will work in accordance with applicable health and safety regulations and good practice during the erection and dismantling processes. You must not enter the tent(s) during erection or dismantling without the crew chief's express permission.
- 8.3. We will hand over the equipment to you fully erected and in a safe condition. The handover briefing will include a review of safety issues
- 8.4. Should you be hiring a Bamse Max Firepit as part of your equipment you must utilise this in accordance with the guidelines sent to you in our separate document 'Firepit Safety Guidelines'.
- 8.5. We will supply fire extinguishers as follows. These must be kept in their allotted positions for the duration of the event period.
  - 8.5.1. At least one extinguisher for use on electrical fires
  - 8.5.2. At least one extinguisher for use on non-electrical fires
- 8.6. During the event period you are responsible for all aspects of safety in connection with the equipment or its use.
- 8.7. Exit routes should be kept free from obstruction at all times
- 8.8. You must not do, or allow to be done, any of the following without our prior written consent
  - 8.8.1. Tamper with the structure or any part of the equipment
  - 8.8.2. Affix to or suspend from the equipment any item whatsoever.
  - 8.8.3. Use any gas or electrical appliance of any kind for whatsoever purpose.
  - 8.8.4. Light any fire, candle or other naked flame within or close to the equipment
  - 8.8.5. Use other than the fuel provided by us on any open fire.
  - 8.8.6. Smoke inside the tipis.
  - 8.8.7. Use fairy lights other than those supplied by the company.
- 8.9. You may only vary the setup of the equipment as specifically instructed by the crew chief. This may include
  - 8.9.1. opening and using zipped doors
  - 8.9.2. opening and changing the direction of the smoke hole
  - 8.9.3. ways to respond to changes in the direction or strength of the prevailing wind

8.10. You are responsible for ensuring that your guests and any third party are made aware of potential trip hazards and take appropriate care to avoid them including

8.10.1. Guys/ropes

8.10.2. Pegs

8.10.3. Poles

8.10.4. Doors/openings

8.11. You are responsible for ensuring that your guests and any third party are made aware of potential fire hazards and take appropriate care with them (but see 7.6.3 and 7.6.4 above) including

8.11.1. Power sources

8.11.2. Heating sources

8.11.3. Open fires

8.11.4. Candles or other naked flames

## 9. Security

- a. You undertake to be responsible for the security of the equipment for the duration of the event period.
- b. You undertake to take all reasonable steps to ensure that no unauthorised person has access to the site or the equipment.
- c. You undertake specifically
  - i. To keep any tent completely closed and secure and in particular any door fastened when not in use
  - ii. To remove any portable items of value when the equipment is unattended

## 10. Indemnity

- a. You hereby indemnify us against any claim for injury or damage by you or any third party arising for whatsoever reason from the presence or use of the equipment during the event period.
- b. We will take all reasonable care to avoid any damage to the site, including any underground services, and to any equipment on it whether owned by you or a third party, but we cannot be held responsible for any loss, damage or injury suffered in respect thereof other than as a result of our negligence.