



PRICKLY PEAR
STRETCH TENTS

TERMS & CONDITIONS

DEFINITIONS

"Company" means Prickly Pear Stretch Tents.

"Period of Hire" means the period from the Delivery Date until the Equipment has been dismantled and removed from the Site.

"Quotation" means the quotation sent by the Company to the Client.

These conditions shall apply to all orders and contracts for the supply of Equipment in the UK by the Company or its authorised agents and if there are any qualifications or variations to these conditions it is important for the avoidance of doubt that such variations should be in writing in the space overleaf.

All orders for goods shall be deemed to be an offer by the Client to hire goods in accordance with these conditions, the Code and the Quotation.

"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 Client.

CONDITIONS

Unless otherwise stated in writing, all orders are accepted subject to the Terms and Conditions of hiring as stated and the Client by authorising/allowing work to proceed is known to have agreed this.

The Company Undertakes:

- to deliver the Equipment on the Delivery Date and to proceed to erect it for use on or before the commencement of the Use Period except that if the Equipment is tables, chairs and forms the Company's obligation is limited to delivery only.
- to dismantle and remove the Equipment from the Site as soon as reasonably practicable after the Use Period.

The Client Undertakes:

- to pay the Deposit (if any) in accordance with the Quotation and to pay the full outstanding balance on the delivery date.
- to pay interest on all monies outstanding 14 days after the date for payment both before and after judgement at a rate of 4 per cent per annum above the base rate of National Westminster Bank Plc from time to time.
- to provide the Company a reasonable period of time before the Delivery Date with

an accurate plan of the Site showing all relevant services and any apparent obstacles which may affect the erection of the Equipment and the position on the Site in which the Equipment is to be erected and to advise the Company of any alterations in the Site of which it is aware that may take place after the date that the plan is provided.

- to obtain any necessary permission to erect the marquee from the site owner.
- to obtain any necessary licences from the local authority relating to the planned activity within the marquee.
- to obtain planning consent and/or building regulations approval, should this be required.
- 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 while it is being erected by the Company.
- to keep any part of the Equipment that is a framed structure or a tent completely closed and secure when not in use.
- The client shall be responsible for and shall reimburse the company for any loss of or damage to all hired equipment whatsoever the cause unless the damage or loss is the fault of the Company.
- The client must provide to the company proof of having arranged insurance in their name for their hired equipment at least seven days prior to the delivery date of the equipment; confirmation that the client's household insurance policy covers the hired equipment would be sufficient
- not to use any lighting, heating, cooking or other gas or electrical appliances of any kind without the previous consent in writing 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

VARIATIONS

- The Hire Charge is based on the agreement that the Client provides a solid level and safe 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 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.
- The Company will use every reasonable endeavour 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.

INSURANCE, LOSS, DAMAGE & EXCESSIVE SOILING

- The Client shall be responsible throughout the full Period of Hire for the maintenance and safekeeping of the Equipment.

- The Client must be satisfied with the Equipment before use and should notify the Company as soon as possible of any incorrect deliveries or unacceptable equipment before use.
- The Client will be responsible for and indemnify the Company against any loss to all hired Equipment whatsoever the cause.
- The Client shall at his own expense insure Equipment with an insurance company of repute (naming Prickly Pear Stretch Tents as a loss payee) against all loss or damage (whether or not the Client's or the Company's fault) in an amount equal to its replacement cost new and against liability for any continuing Hire Charges until earlier of: return of Equipment to the Company in good working order and condition (fair wear and tear excepted) or if not capable of economic repair its replacement with equivalent new equipment or receipt by the Company of payment in full of its replacement cost new and all other sums due hereunder.
- Client hereby irrevocably authorises the Company in name and on behalf of Client to make any claims AND that the Client remains responsible for all loss and damage, resulting from negligence or legal liability.
- The Company accepts no responsibility for loss or damage to any equipment or materials of the Client or any Third Party Equipment, which the Company may agree to store or transport, and any such equipment or materials shall at all times be at the Client's risk.

UNDERSTANDING

- The Hire Charge does not include making good any repairs to the Site unless caused by the negligence of the Company's employees, 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 Hire Charge does not include making good any repairs to the Site unless caused by the negligence of the Company's employees, 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.

CANCELLATION

- Either party shall have the right to terminate this Contract without penalty clause within seven 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.
- Should the Client wish to cancel the Contract within 28 days prior to the Set Up date shown on the quote, then the Client must pay a full cancellation charge equalling the full value of the Hire Charge.
- In the period between the seven days referred to in the above clause and the 28 days prior to the Set Up date shown on the quote, should the Client cancel the contract the Client shall compensate the Company to the extent of their reasonable costs incurred. As a guide, these would be no more than 20% of the Price if the Company is able to re-let the equipment or 50% if it is unable to do so.

- If the Company has to cancel the Contract for any reason, then all monies paid by the Client will be returned to them forthwith, except for exclusions outlined below.

EXCLUSION OF LIABILITY

- 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 agreed with the undertakings set out above. If the Equipment is not erected on or before the Set Up date shown on the Booking Form 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 and property 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 employees, agents or contractors.
- The Company shall take no responsibility for or be forced to indemnify by the client, resulting from the failure to supply, breakdown, loss, theft or damage to ANY Third Party Equipment. This specifically includes, but is not limited to, generators, lavatories and PA systems. Whilst Third Party Equipment might be included on the Company's Booking Form it is agreed between the Company and the Client that the Company is exempt from any contractual obligation or indemnification resulting from breakdown, failure, theft or loss of equipment provided by a Third Party Supplier. The client will be provided with and must sign in agreement and comply with the Terms and Conditions of Hire specific to the Third Party Supplier supplying any Equipment. The Company shall take no responsibility for or be forced to indemnify by the client, resulting from the failure to supply, breakdown, loss, theft or damage to ANY Third Party Equipment.

FORCE MAJEURE

While every effort will be made by the Company to carry out any order accepted, 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 (from which the marquee/temporary structure is not 100% water tight), 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.

Print name.....

Sign.....

Date.....