



Haventide Ltd Terms and Conditions of Hire

DEFINITIONS

'The Client' is the person, group, company or organisation, hiring the Equipment from Haventide Ltd, or employing our services as Event Managers, Coordinators or Installers.

'Equipment' is the tent(s) or Marquees, and all other materials specified on Invoice and nothing else.

'Period of Hire' is the period between completing the Install of the Equipment and beginning the dismantling. As agreed and documented in written communication and on the Invoice.

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

1. CONDITIONS

All orders are accepted subject to the Terms and Conditions of hiring as stated below and the Client by authorising or allowing work to proceed is deemed to have acknowledged this, unless variation is agreed and stated in writing.

2. THE COMPANY UNDERTAKES:

- 2.1) To deliver the Equipment and Install by date agreed in writing upon confirmation of hire, or agreed by variation.
- 2.2) The discretion to reserve equipment for the Client preferred period of hire. To only confirm booking upon payment of deposit in accordance with invoice.
- 2.3) To de-rig and remove the equipment from the site on or after the de-rig date agreed. Or agreed by variation.

3. THE CLIENT UNDERTAKES:

- 3.1) 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.
- 3.2) To pay interest on all monies outstanding at the rate of 4% per annum above the base rate of the Barclays Bank plc.

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- 3.3) To provide the Company with either a plan showing the position in which the Equipment is to be erected and all underground services and any apparent obstacles or to make available a representative on the site for that purpose. In the absence of both then the Company having erected the Equipment where it thinks fit shall be deemed to have completed the contract. In any event, the Client and not the Company will be responsible for any damage to underground cables or pipes.
- 3.4) 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 organisation. 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.
- 3.5) Where appropriate to obtain a license from the Local Authority. Any requirements under the license 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.
- 3.6) 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
- 3.7) Not to enter the Equipment whilst it is being erected or dismantled by the Company.
- 3.8) 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.
- 3.9) Not to use any lighting, heating, cooking or other gas or electrical appliances of any kind without the prior written consent of the Company.
- 3.10) 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
- 3.11) If not using a generator and/or heater supplied by the Company, undertake to have a qualified electrician inspect the power supply and confirm that the power supply is fit to provide power for all electrical equipment provided by the company it's servants, agents or contractors
- 3.12) If using a generator and/or heater supplied by the company to undertake to manage the fuel consumption of the such equipment such that there is sufficient fuel left to supply power for the duration of the event. Should the fuel supply be miss-managed such that it runs out prior to or during the event the client, and not the company, will be responsible for refuelling the generator at their own cost. This clause is applicable for periods of hire of any length, unless variation is agreed.

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- 3.13) 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
- 3.14) The clients cannot use any photos or images of the company's equipment (including the tents) for any commercial purposes, without the express permission of the company.

4. VARIATIONS

- 4.1) 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) 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 labour rates.
- 4.2) The Company will use all reasonable endeavours 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.
- 4.3) If the client amends the quotation after initial booking has been made, the company reserves the right to recalculate the delivery charge, and apply a revised amount to the balance due, to cover the cost of delivering additional equipment included under an amended quotation
- 4.4) Should the Client not be present at time of Installation or De-rig, their absence will be taken as acceptance of Company performance. In any case, the Company will document the condition of equipment and site after installation and de-rig.

5. LOSS OR DAMAGE OR EXCESSIVE SOILING

- 5.1) The Client shall throughout the Period of Hire be responsible for the maintenance and safe custody of the Equipment. If the period of hire exceeds the standard 3 day live-event hire, the Company has discretion to charge client, agreed at time of booking, for essential site-checks to ensure safety of equipment.

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- 5.2) 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.
- 5.3) The Client shall be responsible for and indemnify the company against any loss of or damage to all hired equipment whatsoever the cause.
- 5.5) If a Damage Waiver Fee agreed then upon payment of the Damage Waiver Fee the above clause 5.3 will not apply but the client will remain responsible for the first £1000 of any loss and for any loss or damage resulting from their negligence or legal liability.
- 5.6) The hire charge does not include making good any repairs to the site unless caused by the negligence of the company servants, agents or contractors

6. PAYMENT

- 6.1) A 25% non-refundable deposit is required to secure a booking. This deposit is only refundable in the case of clause 7.1 or at Company discretion in extenuating circumstances (eg. severe illness, death or bankruptcy of Client).
- 6.2) The full balance of Hire charge is due 30 days prior to commencement of hire period by BACS or by debit card via the Company's Stripe account. For payments made via card through Stripe, there is a 1.6% surcharge to the client to cover fees charged by Stripe to the company.
- 6.3) Both Clauses 6.1 and 6.2 are not applicable in the case of short notice hires whereby the Period of Hire commences within 30 days of the invoice date. The Company will notify Client of the varying terms upon Invoicing.
- 6.3) If the Hirer defaults on payment the Company reserves the right to place the matter in the hands of their debt recovery agents, without prior warning in writing, and shall be entitled to a full reimbursement of any fees or disbursements paid to the debt recovery agent to aid recovery of monies outstanding to the Company.
- b) All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or tax. Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.

7. CANCELLATION

- 7.1) Either party shall have the right to terminate this Contract without penalty 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.
- 7.2) If the Client decides to cancel a booking of their own accord after the 7 day grace period, they will receive all amounts paid thus far minus the 25% non-refundable deposit. Variation may be agreed at Company discretion dependent upon circumstances (eg. Clause 10.1.8).
- 7.3) The Client shall take out event cancellation insurance as appropriate to compensate for cancellation as a result of circumstances beyond control of Company as described in Section 9 and Section 10

8. LIABILITY

- 8.1) The Company will make every effort to complete the erection of the Equipment on or before the Install date agreed, provided that the Client has complied with the undertakings set out above. If the Equipment is not erected on or before the Install date agreed the Client shall have the right to withdraw and the Company shall return all monies paid, less non-refundable deposit. 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.
- 8.2) 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.
- 8.3) 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.

A copy of the Company's Public Liability is available upon request.

9. EXTREME WEATHER

- 9.1) If extreme weather is forecast or current during or preceding the period of hire the Company reserves the right to decline the installation and/or use of any of the equipment. Notwithstanding, in the case that winds forecast are in excess of rating of equipment (45mph) after installation, the Company will liaise with Client

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to monitor the situation and will be 'on call' to either secure equipment or decline access.

- 9.2) In the event of a cancellation due to extreme weather, the Client will be liable for the full Hire Charge, see Clause 7.2.

10. FORCE MAJEURE

- 10.1. The Company shall have no liability for delays or failures in delivery of obligations to Client resulting from any act, events, omissions, failures or accidents that are outside of our control ('Force Majeure'), which, without limitation, include:
 - 10.1.1. Strikes, lock-outs or other industrial action;
 - 10.1.2. Shortages of labour, fuel, power, raw materials;
 - 10.1.3. Late, defective performance or non-performance by suppliers;
 - 10.1.4. Private or public telecommunication, computer network failures or breakdown of equipment;
 - 10.1.5. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - 10.1.6. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or extreme weather conditions;
 - 10.1.7. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - 10.1.8. Acts, decrees, legislation, regulations or restrictions of any government;
 - 10.1.9. Other causes, beyond our reasonable control.
- 10.2. The Company performance will be deemed to be suspended for the period that the event of Force Majeure continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to minimise any delay caused by Force Majeure or to find a solution by which our obligations may be performed despite the Force Majeure event. We shall promptly notify you of any Force Majeure event giving details of it and (where possible) the extent and likely duration of any delay.