

# Haventide Ltd - Terms and Conditions of Hire



## 1. Definitions

**Client:** The individual, company, or organisation entering into a hire agreement with Haventide Ltd.

**Company / Haventide:** Haventide Ltd, the provider of equipment and services.

**Equipment:** All goods, including tents, marquees, electrical systems, furniture, and any other items listed on the invoice or provided by the Company.

**Period of Hire:** The period from completed installation to the commencement of dismantling.

**Hire Charge:** The total amount payable by the Client as stated on the invoice.

**Damage Waiver:** An optional fee that limits, but does not eliminate, the Client's liability for loss or damage.

**Force Majeure:** Events beyond Haventide's control that impact fulfilment of contract obligations (see Clause 10).

**Third-Party Supplier:** Any non-Haventide contractor engaged by the Client to work with, within or around the hired Equipment.

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## 2. Booking and Payment Terms

**2.1** Bookings are only confirmed upon receipt of a non-refundable 25% deposit. No provisional bookings will be held without payment.

**2.2** The remaining balance of the Hire Charge is due no later than 30 days before the Hire Period starts. If payment is not received by this deadline, Haventide reserves the right to cancel the booking and retain any funds paid.

**2.3** Bookings made within 30 days of the Hire Period require full payment immediately upon invoicing.

**2.4** Payments made by card (through Stripe & Monzo) will incur a 1.6% surcharge, which will be added to the invoice total.

**2.5** The Company reserves the right to cancel any booking where payment terms are not met, and to retain any amounts already paid, including deposits and installments.

**2.6** In the event of default or non-payment, Haventide may instruct third-party debt recovery agents. All costs, fees, and legal expenses incurred in recovering outstanding balances will be payable by the Client in full.

**2.7** All fees are exclusive of VAT unless explicitly stated otherwise on the invoice.

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### **3. Cancellation Policy**

**3.1** Both parties may cancel in writing within 14 days of booking for a full refund. This clause does not apply to bookings made within 14 days of the event date or the Hire Period start.

**3.2** After this grace period, cancellation by the Client will result in forfeiture of the deposit. Any additional refunds beyond the deposit are not owed under any circumstances and may only be offered at Haventide's sole discretion.

**3.3** Cancellations made within 28 days of the start of the Hire Period will result in 50% of the balance becoming due, unless otherwise agreed in writing by Haventide. This excludes cancellations due to bereavement, severe illness, or force majeure.

**3.4** Haventide recommends that the Client obtains appropriate cancellation insurance to protect against unforeseen circumstances. Failure to obtain such insurance does not exempt the Client from payment obligations under this agreement.

**3.5** Refunds or partial credits may be considered at Haventide's absolute discretion in cases of force majeure or extreme, documented client hardship, but are not guaranteed under any circumstances. Any consideration will only apply where no services have been rendered, no work undertaken, and no costs incurred.

**3.6** All cancellations must be submitted in writing. Verbal cancellations are not valid unless acknowledged in writing by Haventide.

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### **4. Responsibilities of Haventide**

**4.1** Deliver and install all agreed Equipment on or before the date specified in the booking confirmation, subject to the Client having met all obligations under Section 5. Haventide shall not be held responsible for delays resulting from the Client's failure to prepare the site or fulfil contractual responsibilities.

**4.2** Provide trained and experienced personnel to perform the installation and removal of Equipment in accordance with professional safety and operational standards.

**4.3** Maintain reasonable communication with the Client regarding any material changes to equipment availability, delivery schedule, third party suppliers, or access requirements.

**4.4** Where substitution of Equipment is required due to damage, delay, supplier issues, or force majeure, Haventide will notify the Client and provide a suitable alternative of equal or greater value where reasonably possible. Substitution shall not entitle the Client to cancellation or refund unless the replacement is materially inferior.

**4.5** Haventide reserves the right to amend installation, delivery, de-rig, or collection dates and/or times where required, provided that such changes do not materially impact the agreed hire period or live event date. Reasonable efforts will be made to give at least 24 hours' notice via email, text, or WhatsApp. Minor variations in timing that do not affect the event's operation shall not be considered a breach of contract, and no liability will be accepted in such cases.

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## **5. Responsibilities of the Client**

**5.1** Provide accurate access instructions, confirm ground conditions, and ensure that the site is fully prepared for installation upon Haventide's arrival.

**5.2** The Client must ensure that the site:

- Is level to within 4 degrees, firm underfoot, and free from excessive undulation, ruts, or uneven areas;
- Is mown or cleared of long grass, debris, or obstructions that could impede setup or create hazards beneath marquee and flooring/matting;
- Is free from hidden or unmarked underground services or structures;
- Where applicable, provide detailed plans or markings identifying the location of any water pipes, drainage systems, electrical cables, gas lines, or other infrastructure prior to installation;
- Allows full stake penetration and anchorage without the need for specialist fixings (unless pre-arranged);
- Is not waterlogged and is safely accessible by large commercial vehicles in all weather conditions.

**5.2.1** Any site visit conducted by Haventide is for planning purposes only and reflects conditions at that time. The Client is responsible for ensuring the site remains in suitable condition for installation as outlined in these terms. Changes in season, weather, or ground condition between the visit and the hire period do not alter the Client's obligations.

**5.2.2** Haventide acknowledges that the Client may request marquee installation may on uneven terrain (including but not limited to lumpy or undulating ground) due to spatial limitations or aesthetic preferences. Haventide shall assess the site and, if deemed structurally safe for installation, will proceed with reasonable efforts to erect the

marquee. The Client accepts that such conditions may lead to deviations in structural alignment, visual presentation, or overall quality, and assumes full responsibility and liability for any such deviations. Haventide shall not be held liable for any perceived or actual shortcomings resulting from ground unevenness, provided the structure remains safe and fit for purpose.

**5.2.3** If the Client disregards Haventide's advice or recommendations, Haventide accepts no liability for any resulting issues. Where unresolved site conditions remain and the event timeline prevents delay, Haventide may proceed with a compromised or adjusted build. Any consequences, performance limitations, safety concerns, or additional costs arising from this shall be entirely the Client's responsibility. Complaints resulting from non-compliance with recommendations will not be grounds for refunds or remedial action.

**5.4** If the site is not in an acceptable condition on arrival, Haventide may, at its sole discretion:

- Refuse to install until the site is corrected;
- Charge additional labour and machinery fees to proceed;
- Modify the installation layout as needed;
- Cancel installation altogether without refund if deemed unsafe or unworkable.

**5.5** If the Client does not confirm or designate the marquee position prior to installation, Haventide will proceed based on the most practical location identified on site. Once installed, the position is final and any relocation will be chargeable and subject to availability.

**5.6** The Client is responsible for obtaining all permissions, permits, or licences required for lawful installation and use of the Equipment.

**5.7** If the Client provides their own generator (directly or via third-party), it must be safe, certified, and use industry-standard 13A or 16A connectors. Haventide may refuse connection to any unsafe, incompatible, or uncertified system. The Client assumes all risk.

**5.8** If Haventide supplies a service or catering tent, it must only be used for that specific purpose. The Client is responsible for managing their own caterers and ensuring all use is compliant with fire, safety, and operational regulations. No open flames or unapproved appliances are permitted without prior written consent.

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## **6. Equipment Supplied for Use by Third-Party Suppliers**

**6.1** Equipment used by third-party suppliers remains the responsibility of the Client. Third-party suppliers must handle all equipment safely, competently, and in line with industry standards.

**6.2** Haventide accepts no responsibility for damage, malfunction, or operational failure caused by third-party misuse, negligence, or failure to engage with Haventide staff. All such incidents remain chargeable to the Client.

**6.3** Haventide may deny access to the marquee(s) or Equipment to any third party deemed non-compliant, unsafe, or uncooperative.

**6.4** While the Client should inform third-party suppliers of basic site limitations (e.g. access, power, space), it is the supplier's sole responsibility to communicate any technical or operational requirements directly to Haventide in advance.

**6.5** Technical suppliers (e.g. catering, bands, AV teams, generator providers, toilets, etc.) must liaise with Haventide to confirm compatibility and ensure safe setup. If no such communication occurs, Haventide will proceed with standard installation practices.

**6.6** If third-party suppliers fail to provide their requirements at least 7 days prior to installation, Haventide cannot be held responsible for any incompatibility, inconvenience, or failure to accommodate. No refunds or remedial works will be provided after the fact.

**6.7** The Client indemnifies Haventide against any claim, damage, or expense resulting from third-party supplier conduct, negligence, or failure to comply with these terms.

**6.8** No party may rely on verbal assurances or assumptions. All critical requirements must be confirmed in writing with Haventide. Any reliance on informal communication is explicitly waived.

**6.9** All third-party suppliers are responsible for scheduling the delivery and collection of their equipment within the agreed hire period and in coordination with Haventide. If a supplier fails to communicate their timing and Haventide has already dismantled and removed the marquee(s), Haventide will not be held responsible for any items left on site or exposed to weather or damage. Any consequences arising from poor coordination or late collection are solely the responsibility of the Client and/or the supplier.

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## **7. Equipment Care, Loss & Damage**

**7.1** The Client is responsible for all Equipment from the point of installation until it is fully dismantled and removed by Haventide. If the hire period exceeds the standard 3-day live event duration, Haventide may charge for additional site checks to ensure the safety and integrity of the Equipment, as agreed at the time of booking.

**7.2** Equipment must not be modified, moved, or tampered with by the Client or any third-party supplier without express permission from Haventide. Any unauthorised interference will be treated as negligence.

**7.3** Any loss, theft, damage, or excessive soiling to Equipment—whether caused by the Client, their guests, or third-party suppliers—will be invoiced to the Client in full. Replacement or repair costs will be based on current market value or actual repair invoices.

**7.4** The **Damage Waiver**, if purchased, limits the Client's liability for accidental damage up to a specified value but excludes:

- The first £500 of any claim;
- Wilful damage or negligence;
- Loss or damage due to improper use;
- Damage or loss caused by third-party suppliers;
- Any loss due to weather exposure caused by Client delay or unprotected storage.

**7.5** Haventide will document the condition of key Equipment before and after the hire, where reasonably practical. While efforts will be made to assess major items (e.g. marquees, flooring, furniture), it may not be possible to inspect or record the condition of all individual items. In the event of damage or loss, responsibility will be assessed based on reasonable evidence provided by both parties.

**7.6** The Client must ensure that no Equipment is left unattended in a vulnerable or unsecured location. Haventide will not be liable for damage or theft once the hire period ends, or during periods when Equipment is left unsupervised by the Client or their suppliers.

**7.7** Any on-site repair or cleaning required due to misuse, negligence, or breach of these terms will be chargeable at Haventide's standard labour rates.

**7.8** Failure to report missing, damaged, or defective items prior to use will be deemed acceptance of the Equipment as supplied.

**7.9** The Hire Charge does not include the cost of repairing or restoring any part of the site. Haventide is not responsible for ground damage unless directly caused by proven negligence of its employees or contractors.

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## **8. Variations & Amendments**

**8.1** All changes to confirmed bookings must be submitted in writing and approved by Haventide. Verbal requests are not valid unless formally acknowledged in writing.

**8.2** After the deposit has been paid, the Client may request amendments to the booking. Minor adjustments—such as layout changes, small guest number variations, or substitutions of similar furniture—will not incur additional charges if the items are in stock and the change does not require extra labour, transport, or affect the installation schedule.

**8.3** Requests for significant changes—such as increasing marquee size, switching marquee type, upgrading flooring (e.g. from matting to hard floor), or adding structures—may incur additional charges. These costs will be confirmed in writing and must be agreed to before the changes are applied.

**8.4** All changes are subject to availability, and Haventide reserves the right to decline any request that cannot be accommodated within existing schedules or resources.

**8.5** If the Client or their representative is not present during installation or de-rig, the work completed by Haventide will be deemed accepted. Any post-installation relocation or modification will be subject to availability and additional charges.

**8.6** If the Client or their representative is not present at the time of installation or de-rig, the work carried out by Haventide will be deemed accepted as delivered and completed. Any relocation or alteration requested after installation will be chargeable and subject to availability.

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## **9. Extreme Weather**

**9.1** Marquee equipment provided by Haventide is rated to withstand wind speeds of up to 45mph when installed correctly and on appropriate ground. The safe wind speed during installation is 25mph.

**9.2** If, in Haventide's judgment, weather conditions before or during the event pose a risk to health and safety or may cause damage to the Equipment, Haventide reserves the right to cancel the hire, delay installation, modify the setup, or dismantle and remove Equipment without notice.

**9.3** In such cases, no refund, compensation, or liability will be offered unless expressly agreed in writing by Haventide. The Client is strongly advised to obtain suitable event insurance to cover weather-related disruption.

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## **10. Force Majeure**

**10.1** Haventide shall not be liable for any delay, cancellation, or failure to perform its obligations under this agreement due to events beyond its reasonable control, including but not limited to:

- Severe weather (including winds in excess of 25mph)
- Strikes or labour shortages
- Civil unrest, war, or terrorism
- Equipment or supplier failure
- Power or network outages
- Governmental actions, legal restrictions, or public health emergencies

**10.2** In the event of a force majeure incident, Haventide's obligations shall be suspended for the duration of the event. No automatic refunds or compensation will apply. The Client remains responsible for any costs incurred up to that point and is advised to obtain insurance to mitigate such risks.

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## **11. Inspection and Dispute Process**

**11.1** The Client must inspect all Equipment upon installation and immediately raise any concerns with Haventide staff present on-site.

**11.2** Once Haventide staff are off site, any complaints must be submitted in writing with photographic evidence within 24 hours of installation.

**11.3** Complaints made after Equipment has been used or following the event will not be accepted.

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## **12. Legal Governance**

**12.1** These Terms and Conditions are governed by the laws of England and Wales or Scotland, depending on the location of the event or contracted services.

**12.2** Any disputes arising under this agreement shall fall under the exclusive jurisdiction of the courts of England and Wales or Scotland, as applicable to the region in which the services are delivered.

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## **13. Agreement Confirmation**

**13.1** Confirmation of booking in writing, completion of booking form, or payment all constitute full acceptance of these terms.

**13.2** These terms override any previous agreements unless expressly amended in writing by both parties.