



## Terms & Conditions of Hire

**DEFINITIONS**– The ‘company’ means Elevation Tents Ltd. The ‘Hirer’ means the other person(s) hiring equipment from the company. The ‘Equipment’ means the stretch tents, furniture, flooring, lighting and any other equipment hired.

**CONDITIONS** – Unless otherwise stated in writing, all orders are accepted subject to the terms and conditions of hire stated below and the Hirer, by authorising or allowing work to proceed you are deemed to have agreed to these terms.

**QUOTATIONS** - The Company reserves the right to revise or withdraw any quotation prior to acceptance however upon acceptance the Company will guarantee no surcharge will be applied to invoiced prices once a deposit has been received. Acceptance of all quotations is made strictly subject to the equipment being available. Whilst every effort will be made to ensure that the equipment ordered is delivered, the Company reserves the right to substitute the nearest available item should the need arise.

**ERECTION AND DISMANTLING** - The Company provides the labour for erection and dismantling of their tents and the cost is included in the hire charge. It does not include attendance by the Company's staff (unless specified), except during the erection and dismantling period. If special times are required for the erection or dismantling of the equipment, these must be notified to the Company well beforehand. The hire charges quoted for furniture includes erection, placing and dismantling. The charges quoted require the client or the client’s representative to meet the erection and dismantling teams when they arrive on site to agree placement etc. Any delays caused due because of clients being absent will be charged to the client at an appropriate rate. The date for dismantling will be agreed with the client before construction and the client must ensure that the tent(s) is cleared of all debris and personal items in advance of dismantling. Failure to comply with these clearance directions will result in a £250 plus VAT charge to be levied for immediate payment by the client.

The Hirer must not enter the tent whilst it is being erected. The Hirer must 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.



**SITE** - The hire charges are based on the assumption that the site is reasonably flat, level and firm ground with access for motor transport and that no drains, pipes, cables or any other services are buried beneath the surface or otherwise concealed. Damage to underground services is the responsibility of the Hirer, so we ask that the site is checked thoroughly before erection and any underground services/ pipes are identified to the Company. The Company can offer a scanning service of the site at cost of £100, but responsibility will remain with the Hirer.

The site must be 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.

Where electrical equipment is hired, the Hirer shall provide a suitable 240volt/16 amp power point within 15 metres of the equipment and shall be fully responsible for the adequacy and reliability of that supply. If there is any furniture or other items that obscure the marquee site or access to it, these items must be removed prior to the Company's arrival. The Company will not be liable for any damage caused whilst moving such items.

The Hirer has responsibility 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.

**LOSS OR DAMAGE** - The Hirer will be responsible for the equipment once on site. The safe custody of the equipment will be the Hirers responsibility until collected by the Company. Whilst all our equipment is insured the hirer will be asked to pay the first £500 of any equipment lost, damaged or stolen whilst in their care in line with the Company's insurance policy excess. Any damage to equipment caused by failing to carry out reasonable checks will be the responsibility of the Hirer. In the event the hirer is found to be grossly negligent in the loss or damage of any equipment they will be held responsible for the replacement of the equipment and any loss of earnings associated with this. Smaller items which are damaged such as chairs, tables or linen will be charged at full replacement value. The Company cannot accept responsibility for the safety of the customer's own equipment stored or housed in their tents. Under no circumstances must tape or adhesive to be attached to any part of the tents nor must the tent canopy/fabric be pierced in any way. The client will be responsible for the cost of repair of any damage caused in this way.



**INSURANCE** – Elevation Tents Ltd does not believe that charging a Damage Waiver Fee is a fair way to carry out business as it punishes even responsible clients. As such all hire equipment is insured against Theft, Vandalism, Fire and Explosion, Storm & Tempest. However, the hirer does remain responsible for the first £500 from the date of build until the date of take down. Please note: A. Full Cover only applies to goods that are delivered or erected by the Company. B. Non-compliance of the Company's Terms and Conditions of Hire will invalidate this cover. Please Note: Loss or Damage arising from fire, theft or vandalism must be reported to the Police immediately upon discovery.

**FORCE MAJEURE** - Whilst every effort will be made by the Company to carry out any order, the full performance of it is subject to the variation of cancellation by the Company consequent on Act of God, War, Strikes, Riots, Fire, Adverse Weather Conditions, Theft and Vandalism.

**TERMS OF PAYMENT** – Once the hire is confirmed by the client a 25% deposit is due. The deposit invoice must be paid to secure the booking. The final invoice will be sent 1 month prior to event set up (or sooner to the event if the hire is made closer than 1 month). The balance of the hire must be settled in full before the day of delivery. Additional equipment ordered by the Hirer after the delivery of the original order will be the subject of a delivery charge.

**MONIES OUTSTANDING BEYOND OUR NORMAL CREDIT TERMS** - Any account outstanding beyond our credit terms of reference will be subject to a surcharge of 8% to cover the cost incurred; such accounts will also be subject to any other costs incurred in obtaining settlement.

**INTEREST CHARGE ON OUTSTANDING ACCOUNTS** - Due to high interest charges, a credit charge of 8% per annum will be made if the invoice is not paid by the due date. The Company reserves the right to vary the rate of interest charges.

**DISCREPANCIES** - Any discrepancies noted by the customer relating to the invoice must be notified to the Company in writing within 14 days of the date on the invoice.

**CHANGES TO ORDERS** – Any alterations to the hire items made after the order has been confirmed may be subject to delivery, administration or cancellation charges.



**CANCELLATION** - In the event of the Hirer desiring to cancel the booking of any equipment after a firm order has been placed, if the cancellation date is 28 days prior to the delivery date, there will be a charge of 25% of the hire charge. If the cancellation is 14-27 days prior to the delivery date, the charge will be 50% of the hire charge and if the cancellation is less than 14 days prior to the delivery date, the full hire charge will be made. Deposits are non-refundable unless the Company has taken the decision to cancel the order for any reason.

**THIRD PARTY LIABILITY** – Whilst the company will provide Third Party Liability Insurance Cover, the Company will not be responsible for all claims of injury to persons and loss or damage to property or equipment howsoever caused, unless it can be proved that such injury, loss or damage is the result of negligence or faulty workmanship on the part of the Company.

**CLAUSES** – Stretch tents are intended as temporary constructions and to a certain degree will not safeguard fully against some extreme severe weather conditions. Therefore, the Company accepts no claims liable to arise from this clause.

**FIRE PREVENTION** - Other than the equipment installed by the Company in its Tents, no lighting, heating, cooking or other gas or electrical appliances of any kind shall be used in or next to any equipment hired from the Company without previous consent, in writing, from the Company.

**HEALTH AND SAFETY AND FIRE SAFETY** – Whilst the Company is happy to share its experience of putting on events safely ensuring the safety of people using our equipment and ensuring adequate fire protection and escape facilities are in place remains the responsibility of The Hirer at all times. The hirer accepts that once the company hands an electrical installation over after an install the hirer becomes responsible for it. The company shall act as the “on call” expert in this instance.

**DELIVERY AND COLLECTION** – All delivery and collection dates will be agreed in advance in writing. Any delays caused by equipment not being available or access not being possible (for whatever reason) will be charged to the client at an appropriate rate including wasted mileage charges where appropriate.