

Curious Tent Hire Terms & Conditions of Hire

IN REGARD TO THE FOLLOWING TERMS & CONDITIONS CURIOUS TENT HIRE shall be referred to as "the Company" and the prospective client wishing to hire equipment or structures shall be referred to as "the hirer".

1. PRICE & PAYMENT

A non refundable deposit may be required to secure a booking and will be requested at the Companies discretion on an individual event basis.

The full balance is due to be paid on or prior to the day of delivery by cash or credit / debit card (no surcharges are applied for using this facility). We cannot accept cheques at delivery.

Payment can be made by BACS but these payments must be showing as cleared before the delivery date or the customer must e-mail evidence that BACS transaction has been initiated.

Cheque payments cannot be accepted any later than 10 days before the delivery date and must be showing as cleared funds in the Company account prior to delivery.

The Company reserves the right to charge interest on overdue monies at the rate of 8% per annum above the bank base rate and varied from time to time. In addition if the Customer 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.

2. INSURANCE

The Company Insurance covers our equipment for all risks excluding theft, wanton damage or vandalism. The Hirer shall be responsible for an excess for the first £500 of any claim.

The Company insurance includes full public liability cover of 5 million pounds.

Security of unattended equipment is the full responsibility of the hirer especially if the site is not the hirer land; we strongly advise that the hirer arranges security for the duration of the hire as loses will not be covered by the Company Insurance.

The hirer will be responsible for all equipment hired until collected by Company employees. If there is a delay in collection then the hirer must ensure that all equipment is secured in order to prevent theft/damage.

If the Company cannot gain access to equipment hired then this will remain the responsibility of the hirer until such times at it can be collected.

3. UNDERGROUND SERVICES

It is the hirer's responsibility to provide the company with the location of any underground services (gas, water, electricity etc) that could be damaged by tent fixing spikes. The hirer will be responsible for any costs associated with the repair to unmarked/unidentified services and associated costs relating to their interruption resulting from not being identified to the company.

4. WEATHER

If extreme weather is forecast during the hire period we have the right to decline the erection and use of the structure. This is for the safety of all concerned.

The Company monitors wind forecast daily and if gusting winds which exceed those set out in our wind management plan are predicted we will endeavour to contact the Hirer and give advice on action to be taken. If the wind management plan is not followed the Hirer will be liable for any damages, claims by third parties or costs as a result of this not being followed. Hirers will be liable for the full hire fee in the event of late cancellation due to weather.

Hirers must be aware of this possibility especially during the winter months.

5. DAMAGE

Any equipment found damaged or missing during the hire period will be repaired or replaced at the hirer's expense.

No items or objects should be stuck to, fixed to, or suspended from the marquee sides, roofs or framework, without written permission from the Company. If tape is used anywhere on the marquee structure a minimum charge of £50 will be levied for cleaning any residue.

The hirer shall not use cooking equipment, lighting or electrical appliances or decorate the interior/exterior of the marquee without prior consent from the company. Any damage/soiling resulting in such use that may require repair or cleaning will be charged to the hirer.

6. TENT STRUCTURE

When the tent has been erected this should not be altered or tampered with in any way as this may render the structure unsafe.

7. SAFETY

For the safety of all concerned, the hirer may not enter the structure during the time the Tent is being built.

The company cannot be held responsible for any injury or damage sustained by the public in or around the marquee during the hire period.

8. LIABILITY

The Company will not accept Liability and you may be liable for part/full hire fee:

- 1. When the marquee build is delayed or cancelled due to the site being inaccessible or ill prepared or in any instance where the site is deemed unsafe by Company representatives.
- 2. Delay or cancellation due to adverse weather conditions.
- 3. Delay or cancellation due to the hirer not obtaining appropriate permission from the public or local authority.

9. CANCELLATION BY CUSTOMER

In any instance where the Customer needs to cancel their order they must first call Oran on 07708911817 or Bryony 07590205733 and inform us in person, answer machine messages informing us of cancellation are unacceptable. If they cannot reach us on the phone, the Customer should send an e-mail message to bryony@curioustenthire.co.uk

By phone or e-mail, the Customer must supply a live e-mail address in order that written e-mail confirmation of the cancellation can be sent by return confirming our acceptance of the cancellation.

If the Customer cannot provide evidence of this procedure being followed they may be liable for the full cost of their hire.

10. 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 Acts of God, War, Strikes, Riots, Lockouts or any other disturbances. Fire, Flood, 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.