

## SOUTHERN STRETCH TENTS TERMS AND CONDITIONS OF HIRE

In these conditions Brookwood Events Ltd, trading as Southern Stretch Tents, their sub-Contractors and Agents, are referred to as "The Company".

1. **CONDITIONS.** The Company will submit a written quotation which the Hirer shall accept in writing; the absence of such written quotation of acceptance however shall not invalidate the contract, and all work quoted for the undertaken by, or goods hired from, the Company shall be subject to these terms and conditions and the Hirer by authorising or allowing work to proceed, or goods to be delivered, is deemed to have confirmed the contract and to have accepted these terms and conditions.
  2. **PERIOD OF HIRE.** The period of hire is understood to mean a period of which the tentage or equipment is required to be ready for use.
  3. **SITE.** The hire charges are based on the assumption that the site is flat, level, firm ground with easy access for motor transport, and that no drains, pipes, cables or other services are buried beneath the surface or otherwise concealed. The hire charges do not include any making good or repair of damage to site. Special rates will be payable for the hire of equipment on sites not conforming to the above requirements, or for delivery of goods other than on ground level. The hirer shall provide the contractor with a plan showing the position in which the tents or equipment are to be erected or shall have a representative on site for that purpose, and in the absence of both the contractor, having erected the tents or equipment where he thinks fit, shall be deemed to have completed the contract.
  4. **HIRE CHARGES.** The Company reserves the right to vary the quoted hire charges in the event of any increase taking place before, or during, the period of hire in the cost of labour, materials or transport.
  5. **PAYMENT.** All Hire charges are payable in advance unless otherwise agreed at the time a contract is made. The Company reserves the right to charge a deposit to cover part or the whole of the value of the property and equipment hired. No receipt will be recognised unless on the Company's official form.
  6. **LOSS OR DAMAGE.** The Hirer will be responsible and will indemnify the Company against any loss or damage whatsoever the cause unless the Hirer has paid the damage waiver fee referred to on the quotation/confirmation of order. The Hirer will remain responsible and indemnify the Company against any damage or loss caused by negligence.
  7. **LIABILITY TO THIRD PARTIES.** The company will not be responsible for and the Hirer will indemnify the Company against all claims for injury to persons or loss of, or damage to, property, howsoever caused unless it be provided that such injury or damage be caused by faulty materials or workmanship or negligence on the part of the Company.
  8. **ERECTION AND DISMANTLING.** The Company normally provides labour for erection and dismantling and the cost thereof is included in the hire charges. Only in exceptional circumstances and by special arrangement will the Company allow the Hirer to erect and/or dismantle the Company's property.
  9. **ATTENDANCE.** The hire charges do not include attendance by the Company's men except during the actual process of erection and dismantling.
  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 act of God, war, strikes, riots, lockouts or other labour disturbances, fire, flood, restrictions on the use of transport, fuel or power, requisitioning, shortage of material or transport or labour or any other cause beyond the control of the Company. In the event of frustration of the contract due to any of the above causes the contract shall be deemed to be complete and on the Company giving notice to that effect the Hirer shall be liable to indemnify the Company and pay them a sum equivalent to the aggregate of the costs incurred by the Company in labour and materials sub-contracts and incidentals up to the date of the notice, plus 10%.
- In the event of high winds or adverse weather, the Company reserves the right to take the decision not to install. In these circumstances, the Company will endeavour to find another option more suitable for the weather conditions or provide a full refund to the Hirer.
11. **MODIFICATION OF CONTRACT.** No verbal representations or arrangements are recognised by the Company and these terms and conditions shall only be modified by a supplementary written contract.
  12. **CANCELLATION OR PREMATURE TERMINATION OF CONTRACT.** If the hirer decides to cancel the booking within 4 weeks of the hire date the hirer will be liable for the full amount of the hire charge. If the hirer cancels before 4 weeks of the hire date then the 20% deposit charge will be forfeited. In exceptional circumstances this amount may be varied at the Company's discretion.