

## TERMS AND CONDITIONS FOR HIRE OF SEMI PERMANENT STRUCTURES AND ANCILLARY EQUIPMENT

The following conditions shall apply to all orders and contracts for the supply of Equipment by the Company or its authorised agents. All orders for goods shall be deemed to be an offer by the Client to hire goods in accordance with these terms and conditions.

### Definitions

“**Build**” means the assembly of any semi-permanent structure.

“**Contract**” means a contract which incorporates these terms and conditions and made between the Client and the Company for the hire of Equipment.

“**Company**” means TT Tents, a trading division of TT Events Ltd, their employees, sub-contractors and agents.

“**Client**”, means the person, firm, company or other organisation hiring the Equipment.

“**Deposit**” means any advance payment required by the Company in relation to the Equipment and which will confirm the booking.

“**Delivery Date**”, is the date that the Equipment will be delivered to the Client’s Site. The Delivery Date may not always be the same as the Build date.

“**Equipment**”, means any equipment, including marquee structures, tables, chairs, heating, lighting or any other items which are hired to the Client;

“**Liability**” means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities.

“**Price**”, means the total amount quoted and agreed to be paid by the Client to the Company in accordance with the payment terms below.

“**Period of Hire**” means the period from the Delivery Date until the Equipment has been dismantled and removed from the Site.

“**Quotation**” means the document sent to a potential Client offering to hire the Equipment at a certain Price, under the terms and conditions set out below.

“**Site**”, means the location of where the Company will Build the Equipment for the Client.

“**Site Foreman**”, means the senior employee of the Company in overall charge of the Build and Strike of any Equipment on Site

“**Services**”, means all utility services, include telecommunications, electrical utilities, natural gas, water and wastewater treatment services provided by either the Client or other companies which may be found either above ground or underground.

“**Strike**” is the dismantle of all Equipment on site.

“**Use Period**”, means the period during which any structure is in actual use for the event, occasion or party.

## **1. Terms of Payment**

- 1.1 A deposit invoice of 25% of the Price shall be payable to confirm any booking. No order will be accepted or confirmed without receipt of this deposit.
- 1.2 A further 65% of the Price shall be payable 3 weeks prior to the Delivery Date.
- 1.3 A final 10% of the Price shall be payable on handover.
- 1.4 For any bookings made within 4 weeks of the Delivery Date, 90% of the Price will be payable immediately to confirm the booking. The final 10% will be payable on handover.
- 1.5 All payments are due upon receipt of the invoice.

## **2. Quotations**

- 2.1 All quotations are valid for a period of 7 days and are subject to these standard terms and conditions of hire.
- 2.2 All quotations are subject to a site survey unless the Company deemed a site survey is not required and to the availability of equipment at the time of confirmation of an order.
- 2.3 Quotations do not include any provision for the reinstatement of the site to its pre-hire state should any damage be incurred during the process of erection, dismantle or the event itself.

## **3. Assumptions**

- 3.1 The Company has assumed that any proposed site is level, without debris and has clear unobstructed vehicular access to and from site.

## **4. Access**

- 4.1 Clear unobstructed access to and from the Site for the Build and Strike must be made available for crew vehicles, articulated vehicles, forklift trucks, and staff, including any subcontractors employed by the Company, for all daylight hours during the Period of Hire.
- 4.2 Any restrictions in access may result in additional costs being charged to the final account.
- 4.3 Transport, handling stillages and pallets used for the safe transportation of all Equipment will be required to be left on site during the Period of Hire. Should this not be possible then additional transport charges may apply.
- 4.4 The forklift truck will also be used to lift/hoist the main roof trusses into position; should grass damage limitation measures be necessary then the provision of this is the responsibility of the Client.
- 4.5 If special grass tyres are required to limit ground damage, then a surcharge will be applicable.

## **5. Ground Penetration**

- 5.1 All structures will be anchored to the ground using 30mm diameter steel ground pins driven to a depth of approximately 900mm - 1,200mm. If services are present a detailed plan and surface identification marking the location of these Services must be supplied by the Client prior to Delivery Date. The Company is not responsible for any damage caused to underground Services if they have not been identified to the Company by the Client before the Delivery Date.

## **6. Fixings/Adjustments to equipment**

- 6.1 Any fixings to the structure frame, floor system, doors and walls must be temporary and agreed by the Company.
- 6.2 Under no circumstances it is permitted to drill into or cut any part of the structure. If the Client does drill or cut into any part of the structure, the damage waiver fee will become invalid and the Client will be charged the full replacements costs.

6.3 If the Client installs carpet low tack adhesive tape must be used and it must be removed prior to the commencement of the Strike. Should the Company find it necessary to remove any residue left on any Equipment by the Client, the Company may charge a removal fee.

6.4 Any adhesives used for the fixing of signs, vinyl lettering (decals) etc must be of low tack and removed from all parts of the structure prior to commencement of dismantle with all traces of adhesive residue cleaned off. Should the Company find it necessary to remove any residue left on any Equipment by the Client, the Company may charge a removal fee.

## **7. Understandings**

7.1 The Price does not include making good any repairs to the Site unless caused by the negligence of the Company's servants, agents or contractors.

7.2 All sums payable under this Agreement unless otherwise stated are exclusive of VAT and other duties or taxes. Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.

## **8. Damage Waiver Fee**

8.1 The Company can offer a Damage Waiver Fee at 5% of the Price. This will include a £500 excess. This will be offered at the time of Quotation. The damage waiver fee paid by the Client to the Company will cover the Equipment against the following:

- 8.1.a Accidental Damage.
- 8.1.b Fire and explosion.
- 8.1.c Storm and tempest.

8.2 Exclusions from the Damage Waiver Fee

8.2.a Theft. The Client will remain responsible for and will indemnify the Company against the theft or loss of any Equipment resulting from their negligence or legal liability.

8.2.b Damage caused by negligence or vandalism. The Client will remain responsible for and will indemnify the Company against any damage to all Equipment resulting from their negligence or legal liability.

8.2.c Fire. Fire caused by arson or by equipment installed by the Client that is subsequently found to be faulty and the cause of the fire. Client will remain responsible for and will indemnify the Company against any damage to all Equipment caused by fire resulting from their negligence or legal liability.

8.2.d Cover only applies to Equipment that is delivered or erected by the Company and does not include any Equipment provided by a sub-contractor, unless otherwise stated by the Company at the time of Quotation.

8.3 Failure to report the theft, loss or damage arising from fire to the police and or fire services immediately upon discovery and to the Company within 24 hours will negate the Damage Waiver Fee.

8.4 Any breach of the Company's terms and conditions as herein stated will negate the Damage Waiver Fee.

8.5 Should the Client not wish to take out the Company's Damage Waiver Fee, then the Client shall be responsible for and indemnify the Company against any loss of or damage to all hired Equipment whatsoever the cause. The Company will provide an insurance value of the Equipment upon request.

8.6 The Client must provide to the Company proof of having arranged insurance in their name for the hired Equipment at least 7 days prior to the Delivery Date. Failure to provide proof of insurance will result in the Company charging the Client the Damage Waiver Fee.

8.7 The insurance to be arranged by the Client must cover all Equipment for the duration of the Period of Hire against:-

- 8.7.a Theft.

- 8.7.b Accidental Damage/Vandalism.
- 8.7.c Fire and explosion.
- 8.7.d Storm and tempest.

## **9. Cancellation**

9.1 Either party shall have the right to terminate this Contract without penalty within 7 days of the deposit being paid 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.

9.2 Should the Client cancel the contract, once the period of 7 days referred to in the preceding clause has passed, compensation will be paid of 50% of the Price, save that if it is cancelled within 21 days prior to the Period of Hire the compensation will be the 100% of the Price.

9.3 If the Client cancels pursuant to the preceding clause and the Company is able to re-let the Equipment, then the Client shall not pay the full cancellation charge but an administration charge based on the costs incurred by the Company in reletting the Equipment to another Client which in any event shall not exceed 20% of the Price.

9.4 Any cancellations or major changes to any structures on or after Delivery Date must be by the Client in writing to the Company. The Company shall not accept on site verbal instructions by the Client to any of the Company's employees, agents or contractors. Failure to inform the Company in writing will result in 100% of the Price being payable for any cancellations and additional sums paid for any major changes by the Client to the Company.

## **10. Exclusion of Liability**

10.1 The Company will make every effort to complete the Build on or before the commencement of the Use Period, provided that the Client has complied with the undertakings set out herein. If the Equipment is not built before the commencement of the Use Period, the Client shall have the right to withdraw and the Company shall return all monies paid. If the Equipment is not built 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.

10.2 The Company will take all reasonable care to avoid any damage to the Clients' own equipment but cannot be held responsible for any loss suffered by the Client in respect thereof, other than as a result of the negligence of the Company's employees, agents or contractors.

## **11. Site Security**

11.1 It is the responsibility of the Client to ensure adequate protection against theft and vandalism of all Equipment throughout the Period of Hire.

## **12. Site Clearance**

12.1 It is the Client's responsibility to ensure all structures are left free of any waste products, refuse, unwanted brochures, leaflets, catering waste, carpeting etc prior to the commencement of the Strike. The company will not be responsible for the removal of any such waste.

## **13. The Company Undertakes**

13.1 To deliver the Equipment on the Delivery Date and to proceed to Build it for use on or before the commencement of the Use Period, except that if the Equipment is tables and chairs the Company's obligation is limited to delivery only.

13.2 To Strike and remove the Equipment from the Site as soon as reasonably practicable after the Use Period.

## **14. The Client Undertakes**

14.1 To pay the Deposit to confirm the booking and to pay the balance of the Price in accordance with the Terms of Payment.

14.2 To pay to the Company the Damage Waiver Fee (if any) as set out in the Quotation. If the Client declines to pay the insurance fee, then the Client shall produce proof of insurance cover to the reasonable satisfaction of the Company at least 7 days prior to the Delivery Date and in the event that it fails to do so then the Client shall pay the insurance fee as set out in the Quotation.

14.3 To pay interest on all monies outstanding 14 days after the date for payment in accordance with the Terms of Payment articulated above, both before and after judgment, at a rate of 8 percent per annum above the Bank of England base interest rate.

14.4 To provide the Company with an accurate plan of the Site no less than 8 days before the Delivery Date. Plans must show position on the Site in which the Equipment is to be built and all relevant Services and/or obstacles which may affect the Build of the Equipment. The Client must advise the Company of any alterations in the Site of which it is aware that may take place after the date that the plan is provided.

14.5 To give notice to or obtain any necessary permits from local authorities and/or the Site owners prior to Delivery Date.

14.6 If any part of the Equipment includes electrical apparatus the Client is to provide such power points or supply as may be reasonably required by the Company within 15 meters of the Equipment.

14.7 Not to enter the Equipment during the Build, except with permission from the Site Foreman.

14.8 To keep any part of the Equipment that is a framed structure or a tent completely closed and secure and in particular any door in place and fastened when not in use.

14.9 During the Period of Hire to be responsible for the maintenance and safe custody of the Equipment and to reimburse the Company for any loss occasioned thereto (fair wear and tear excepted) and excepting any damage covered by the insurance fee providing the insurance cover has not been invalidated by any act or default of the Client.

14.10 Not to use any lighting, heating, cooking or other gas or electrical appliances of any kind without the previous consent in writing of the Company.

14.11 To heat the interior of the Equipment to not less than 12 degrees centigrade in the event of snow or should snow be forecast.

14.12 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.

14.13 During strong winds the Client must ensure that all structures are fully closed and sealed.

14.14 Shall, at its own cost and expense, be responsible for and provide or obtain all necessary licenses, certificates, consents, permits, notices and permissions, including without limitation, to any necessary planning permissions from all relevant persons, including but not limited to local and central government bodies and authorities for the duration of the Period of Hire.

## **15. Variations**

15.1 The Company will use its best endeavours to supply the Client with the Equipment ordered but where this is not possible the Company will notify the Client as soon as possible of any alterations to the design and specifications of the Equipment and where the alteration is fundamental the Client may terminate this contract and any Deposit paid will be refunded.

15.2 The Price 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 the Quotation 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.