

Terms and Conditions of Hire



**DNK Event Services Ltd T/as
Ribble Valley Tipis
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**RIBBLE
VALLEY
TIPIS**



'THE COMPANY' is DNK Event Services Ltd T/as Ribble Valley Tipis and/or their subcontractors or agents.

'THE HIRER' is the person hiring the equipment from the Company.

'THE PERIOD OF HIRE' means the time commencing with the arrival of the equipment onsite, and terminating when the equipment is removed by Ribble Valley Tipis.

'A BOOKING' is the contract entered into by the Hirer and Ribble Valley Tipis.

GENERAL

These **Terms and Conditions** apply to all contracts entered into by Ribble Valley Tipis unless otherwise stated in Ribble Valley Tipis written quotation. Any offer of equipment is subject to stock being available on receipt of a deposit at time of booking.

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1. PAYMENT TERMS

- a. Quotes are provided on the basis that a booking is not confirmed until a deposit and a note accepting our quote, and signed Terms and Conditions are received. A deposit of 20% of the total hire cost is payable on booking. The remainder of the balance is to be paid 30 days prior to delivery / setup. If the event is within one month of the booking date full payment is required upon booking.

2. CONDITIONS

- a. Unless stated in writing, all orders are accepted subject to the Terms and Conditions of hiring stated below, and the hirer by authorising or allowing work to proceed, is deemed to have acknowledged this.

3. SITE

- a. The Hire charges are based on the assumption that the site is a flat level firm ground with easy access for motor transport, and that no drains, cables or other services are buried beneath the surface or otherwise concealed. The Hire charges do not include any making good or repairing of damage to the site.
- b. The Hirer is required to provide the contractor with either a plan showing the position in which the tents or equipment are to be erected, or should have a representative on the site for that purpose. 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.
- c. The Hirer should never presume that any of Company's equipment will be attached or joined to any buildings within the site unless stated in the Company's booking forms. Likewise, the Hirer should never presume that any other equipment is included in the Hire other than what is stated in the Company's booking forms.
- d. The Hirer is required to select a site that is not susceptible to bogginess or has poor drainage. Any flooding caused is the responsibility of the Hirer.
- e. The Hirer must ensure that any obstructions to the site are removed before the company arrives. This includes plants, shrubs, trees, vehicles and other materials. The company reserves the right to apply a discretionary surcharge if obstructions prevent work from commencing.
- f. If, on arrival to the site, the carry from point of parking to point of erection is found to be greater than 20m, a surcharge may be applied.

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- g. Appropriate provision of parking must be supplied and all parking costs (if any), must be paid for by the customer in advance of the company arriving on site.

4. HIRE CHARGES

- a. The charges published in any of the Company's printed matter are for the guidance of the Hirers in estimating costs only and do not constitute an offer.

5. VARIATIONS

- a. The Company will use its best endeavors to supply the Hirer with the equipment ordered, but where this is not possible the company will notify the Hirer as soon as possible with any alterations to the design and specifications of the equipment, and where alteration is fundamental, the Hirer may terminate this contract and any deposit paid will be refunded.

6. PAYMENT

- a. Payments must be made in accordance with the terms stated in the Company's quotation. Should settlement not be made thirty working days before delivery, then the booking may be cancelled.

7. LOSS OR DAMAGE

- a. The Hirer shall, during the period of hire, be responsible for the maintenance and safe custody of the Company's equipment from completion of erection until dismantling.
- b. The Hirer must be satisfied with the equipment before use and should notify the Company of any miscounts, incorrect deliveries or unacceptable equipment before use. The Hirer is required to have a representative on the site during delivery/installation for that purpose.

8. INSURANCE

- a. The Hirer is responsible for the maintenance and safe custody of the Company's equipment from completion of erection until dismantling, so it is recommended that is in place to cover all the equipment for Theft, Vandalism, Fire and Explosion. A total figure for the equipment to be covered

will be provided by the company. We also reserve the right to claim for any loss of earnings incurred due to equipment being unusable from damage.

- b. Any loss or damage arising from fire, theft or vandalism must be reported to the company upon discovery, after contacting the relevant emergency services if required.

9. EXCLUSIONS FROM INSURANCE

- a. Cover only applies to equipment that is delivered by the Company and does not include any equipment provided by a sub-contractor.
- b. Acts of fraud or dishonesty by any party to whom the property insured has been entrusted or hired.
- c. Any breach of the Company terms and conditions as herein stated will negate the insurance policy.

10. THE HIRERS RESPONSIBILITY

- a. The Hirer should not enter the equipment while the Company is erecting.
- b. The Hirer should keep any part of the equipment that is a framed structure or a tent completely closed and secure while not in use during the period of Hire.
- c. The Hirer should not tamper with the structure or any part of the equipment and in particular not affix or suspend from the equipment any item whatsoever without written consent of the Company.
- d. The Hirer should not use any lighting, heating, cooking or other gas or electrical appliances of any kind without the previous consent in writing of the Company.
- e. The Hirer is responsible for giving notice to or obtaining permits from any authorities who are or may be concerned and must take application where necessary to the Planning Authority, District Surveyor, Police, Fire Brigade and any similar authority or organization. Any costs incurred in delays or modifications in the work arising from the absence or misrepresentation of all such necessary permissions and permits shall be payable to the Company by the Hirer. Where appropriate obtain a license from the Local Authority. Any requirements under the license must be notified to us in writing, at least 28 days prior to erection. Should the Company for any reason be unable to comply with these requirements, then the Contract will become void and the customer advised accordingly.
- f. The hirer will be responsible for any additional costs incurred to the company as a result of any booked equipment not being able to be erected/laid due to incorrect measurements, varying height levels or undisclosed site complications of which the company were not informed.

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- g. The hirer will be responsible for any costs incurred by the company due to changes being requested once the structure build has begun.

11. LIABILITY TO THIRD PARTIES

- a. The Company will not be responsible for and the Hirer will indemnify the Company against all claims for the injury to persons or loss or damage to property howsoever caused unless it be proved that such injury or damage caused by faulty material or workmanship or negligence on the part of the Company.

12. ERECTION AND DISMANTLING

- a. The Company normally provides labor for the 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.

13. ATTENDANCE

- a. The Hire charges do not include attendance by the Company's men except during the actual processes of erecting and dismantling the tentage.

14. FORCE MAJEURE

- a. 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, Pandemics, Strikes, Riots, Lockouts or any other disturbances. Fire, Storm, Gale or Tempest restrictions on the use of Transport, Fuel or Power. Requisitioning Storage of material or transport or labor or any other cause beyond the control of the Company.

15. CONTRACT

- a. No verbal representations or arrangements are recognized by the Company. A booking may only be deemed valid once the Hirer is in receipt of a booking confirmation from the Company. The Company will provide a booking confirmation subject to availability and on receipt of a fully

completed booking form with a deposit from the Hirer. Should the Company not have availability then the deposit will be returned to the Customer.

16. CANCELLATION

a. Should the Hirer wish to terminate the contract and or any booked equipment, the following compensation rates will be charged to the Hirer by the Company:

- 100% of the Hire price for notice less than 14 days prior to the Hire period.
- 50% of the Hire price for notice between 14 and 29 days prior to the Hire period.
- 25% of the Hire price for notice more than 30 days prior to the Hire period.

By signing below, you agree to the Terms and Conditions stated above.

Name:

Signature:

Date: