

BELL TENT HIRE - TERMS AND CONDITIONS

The Colourful Bell Tent co (a trading name of Scrumptious Parties Ltd)

will

1. Deliver & erect hired bell tent **on or before** the hire date booked.
2. Dismantle and remove the equipment **72 hours** after erection – weather dependant – in excessive bad weather, wind or rain we may delay collection to a mutually convenient time.

We expect our Customers/Hirer to

3. To pay the booking fee of a **50% non-refundable deposit** at the time of booking
4. To pay the balance of hire costs 14 days before hire – failure to do so will result in cancellation of hire and retention of deposit
5. To provide the company with a plan showing the position in which the equipment is to be erected and to ensure adequate flat space (not hard standing, artificial grass or slabs) is available for the entire pitch size of Bell Tent Hired

Not to enter the equipment whilst it is being erected or dismantled by the company.

6. Not to use any lighting, heating, cooking or other gas or electrical appliances
7. Not to light or to allow to be lit, any fire, candle or other naked flame within 5 metres of the equipment
8. To keep any part of the equipment that is a tent completely closed and secure and in particular any door fastenings when not in use.
9. Not to tamper with the structure whatsoever without the company's prior consent.
10. No smoking is permitted in or within 5 metres of the bell tent(s)
11. No animals are allowed inside the tents (with exception to assistance animals)

2. Variations

1. The hire charge is based on the assumption that the client provides a firm and level site or turf or soft ground, and is served by a main access road adjacent to the site with adequate hard standing for commercial vehicles, is free from flooding, trees and overhead obstructions.
2. If that 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 hirer to Scrumptious Parties Ltd at the time of booking and in either event the costs to Scrumptious Parties Ltd are subsequently increased by reason of increase in labour costs or any other factor. Scrumptious Parties Ltd may increase the price in accordance with the companies published price list.
3. Scrumptious Parties will use all reasonable endeavours to supply the client with the equipment, but where this is not possible the company will notify the client as soon as possible with any alterations to the design and the specifications of the equipment and where alteration is fundamental the client may terminate this contract and any deposit paid will be refunded.

3. Loss and Damage

1. The hirer shall throughout the period of hire be responsible for the maintenance and safe custody of the equipment.
2. The hirer must be satisfied with the equipment before use and should notify the company of any miscounts, incorrect deliveries and unacceptable equipment before use. Failure to do so will be the responsibility of the hirer and NOT Scrumptious Parties Ltd.
3. The hirer shall cover the company against the full value of any loss, damage or excessive soiling howsoever caused, unless caused by negligence by the company.

4. Understanding

1. The hire charge does not include making good any repairs to the site unless caused by the negligence of the company's employees, agents or contractors.

5. Cancellation

1. The client can cancel up to 14 days before booked date, however we will retain the 50% deposit to cover our costs and staff allocation for assembly – cancellation within 14 days of booked date will result in a full hire charge (auto collected from the original payment method)

6. Exclusion of liability

1. Scrumptious Parties Ltd will make every effort to complete the erection of the equipment on or before the set date shown on the booking form provided that the client has complied with the undertakings shown above.
2. Scrumptious Parties Ltd will take all reasonable care to avoid damage to the client's own equipment, but cannot be 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.

7. Third party Liability

1. Scrumptious Parties Ltd will not be responsible for and the hirer will indemnify the company against all claims for the injury to persons or the loss or damage to property howsoever caused unless it's proved that such injury or damage was caused by faulty material or workmanship or negligence on the part of Scrumptious Parties Ltd.
2. The Hirer expressly acknowledges that Scrumptious Parties Ltd is not the original manufacturer of the equipment. Scrumptious Parties accepts no liability for any injury or death from any claim or proceedings arising from this contract with The Hirer

8. Force Majeure

1. Scrumptious Parties Ltd will not be liable for any: Act of God including but not limited to tempest, fire, flood, storm or natural disaster; War, civil war, sabotage or act of terrorism; Government sanction, embargo, import or export regulation or order; Labour disputes, including strikes, lockouts, boycotts or other industrial action; Failure in the transportation of equipment, machinery or personnel or in the provision of any utility including power, gas, water, or communication services.
2. If the event for which the tents have been hired is cancelled, The Company will not be liable.

THESE TERMS AND CONDITIONS ARE THE INTELLECTUAL PROPERTY OF SCRUMPTIOUS PARTIES LTD – MAY 2019