

Holmsted Events Ltd

Terms and Conditions

1. Definitions

- (a) 'The Company' is the company names in the hire contract
- (b) 'The hirer' is the firm, company, person or public authority & their successors named in the contract who hire the equipment from 'the company'
- (c) 'The equipment' is the equipment specified or referred to in the hire contract
- (d) 'The hire rate' refers to the rate charged for each calendar day or part day that the hirer hires the equipment
- (e) 'Hire charges' means the total amount due to the company, including charges in respect of delivery, assembly, installation, operation and disassembly of the equipment and the deposit.
- (f) 'The hire period' means the period set out in the hire contract or any other agreed period or agreed extension thereof
- (g) 'Hire contract' means the information appearing on the order/quotation document

2. Payment

- (a) The hirer shall pay to the company, 40% deposit on order confirmation and the remaining 60% balance 4 weeks prior to the date of the event
- (b) Special hire rates will be payable to the company for delivery or installation or use of the equipment on sites which do not conform to the requirements of the company

3. No Title to Hirer.

The equipment is hired by the company to the hirer for the hire period at the hire rate set out in the hire contract and the hirer shall be a bailee of the equipment and no interest or title in the equipment shall pass to the hirer. This agreement is personal to the hirer and is not capable of assignment or sub hire, nor may the hirer part with possession of the equipment.

4. Deposit.

The hirer shall pay prior to the commencement of the hire period any deposit specified in the hire contract.

5. These Terms and Conditions to Prevail.

If these terms and conditions should be at variance with or inconsistent with any other printed conditions, then these terms and conditions will prevail.

6. Commencement of hire period.

The hire period shall commence from the time the equipment leaves the depot of the company for delivery to the hirer.

7. Termination of hire period.

The hire period shall determine and the company shall be entitled to the immediate recovery of the equipment in the following circumstances

- (a) Expiry of the hire period specified in the hire contract
- (b) Immediately upon the breach by the hirer of these terms and conditions of hire or
- (c) Pursuant to conditions 9 or 10 hereto
- (d) By agreement, to be confirmed in writing or
- (e) In the event of loss or damage of the equipment upon such date as the company agrees to accept from the hirer

the equipment in its then state and condition and compensation in accordance with these terms and conditions of hire.

8. Cancellation by the hirer.

In the event that the hirer shall cancel before the commencement of the hire period the hirer shall pay to the company immediately upon such cancellation by way of liquidated or agreed damages a sum equivalent to 40% of the full hire charges. In the event that the hirer shall terminate or cancel the hire contract after commencement of the hire period, the hirer shall pay the hire charge in full. In the event of the hirer cancelling the contract three months or less prior to the commencement of the period of hire the full total of the hire charge will be payable.

9. Delivery of Equipment.

The company shall not be liable to the hirer for any delay in delivery of the equipment, if the equipment is not delivered within 24 hours of the date specified in the hire contract the hirer may by notice in writing to the company rescind the hire contract and recover all monies paid.

10. Force Majeure.

(1) The performance of the company's obligations hereunder is subject to variation or cancellation consequent on act of God, war, riots, strikes, lock-outs or other labour disturbances, fire, flood, restrictions on the use of transport, fuel or power, or any other cause beyond the control of the company. In the event of frustration of the agreement due to any of the above causes the contract shall be deemed to be complete and upon written notice by the company to the hirer to the effect the company shall refund to the hirer any monies received in respect of the hire contract less 10% which shall be retained by the company in respect of its costs & losses.

(2) On acceptance of the terms and conditions the hirer accepts responsibility to ensure

(a) The site is flat, level and firm ground

(b) Motor vehicles have access to site

(c) No drains, pipes, cables or other conducting media which might suffer damage occasioned by the erection, use and dismantling of the equipment are buried beneath the surface or otherwise concealed.

11. Notice of Accidents.

If the equipment is involved in any accident resulting in injury to persons or damage to property, the hirers will give the company immediate notice by telephone to be confirmed in writing by the hirer.

12. Repairs.

(i) The hirer shall not interfere with or adjust the equipment in anyway whatsoever other than in accordance with the company's written service instructions and will not under any circumstances give any instructions for any repair to the equipment or for the replacement of any parts unless such spares have been provided to it by the company for that purpose and the hirer shall immediately inform the company which so far as it is able shall repair or replace the equipment.

(ii) If during the hire period the company decides that urgent repairs to the equipment are necessary it may arrange for such repairs to be carried out on site or any location of its nomination. In the event that the company removes the equipment for such purpose the company shall replace the equipment with similar equipment if available.

(iii) If the company shall in its opinion be unable to repair or replace the equipment in accordance with sub clause (i) or (ii) of this condition then provided the company returns to the hirer any monies paid by the hirer to the company in respect of the unexpired part of the hire period the company shall be under no further obligation or liability to the hirer whatsoever. PROVIDED THAT nothing in this agreement shall oblige the company to repair or make good any loss or damage to the equipment caused by any act or default of the hirer or its invitees (fair wear & tear excepted).

13. Compliance with Statute and Competent Operation.

During the hire period the hirer shall be responsible for and shall indemnify the company against liability for:

(a) ensuring that the equipment and ancillary terms used therewith are operated, handled, used or serviced by competent operators and personnel in accordance with the requirement of statutory or other competent authorities and instruction manual or operating guide supplied by the company and the hirer shall have no claim against the company for the failure of defective or deficient performance of the equipment which arises either directly or indirectly from lack of competence of those operating the equipment or from any lack of proper instruction or the contents of any instruction manual or operating guide.

(b) Obtaining and thereafter maintaining consents, licences or permits required in connection with the use of the equipment under statute, bylaw or regulation from time to time in force shall produce to the company on demand all such consents, licences or permits.

(c) Supplying and maintaining any warning lamps and notices that may be required.

14. No Parting with possession.

The hirer shall not sell or offer for sale, pledge, underlet or assign, or encumber or otherwise deal or part with possession of the equipment.

15. Inspection.

The hirer shall permit any person authorised by the company at all reasonable times to enter upon the premises upon which the equipment is for the time being placed or kept for the purpose of inspection or examination of the condition of the equipment.

16. Address at which the equipment will be kept.

On acceptance of the hire contract the hirer agrees to the delivery address of the event. Also the hirer shall prior to the commencement of the hire period inform the company in writing of the address or addresses at which the equipment is to be stored and used and shall not without the written consent of the company transfer the equipment or part thereof to any other address nor allow it to be used for any abnormal or hazardous purpose and the hirer will keep a notice showing ownership of the equipment uncovered and visible.

17. Exclusions/Indemnities.

(1) Subject only to the provisions of these conditions no statement undertaking warranty or condition express or implied by law, trade, custom or otherwise shall apply to this agreement.

(2) The company shall not be liable for any loss, injury or damage of whatsoever kind arising directly or indirectly from the hire of the equipment (except in respect of loss or damage or injury which is incapable of exclusion under the terms of the unfair contract terms act of 1977) whether consequential or otherwise and whether or not caused by the negligence of the company its servants or agents.

(3) The hirer shall use the equipment in a careful and proper manner and shall indemnify the company

(a) Against all loss suffered by the company in consequence of the destruction, loss, theft or damage of or to the equipment prior to the equipment being returned to the company and it is hereby agreed that if the equipment or any part thereof is in the company's opinion lost or damaged beyond repair, the loss to the company shall be the cost of buying new, the same or a compatible item of equipment irrespective of the age of the equipment so lost or damaged.

The hirer must not permit CREPE PAPER to come into contact with any Tipi which is included in the equipment as the dye will stain the fabric of the Tipi.

(b) In respect of all actions, costs, claims, charges, demands, proceedings or penalties made or bought against the company by any third party in respect of any alleged injury, loss or damage, or expense arising out of or in connection with the use by the hirer or any person authorised by the hirer of the equipment.

(c) In respect of loss caused to the company by cancellation of the hire contract by the hirer whether before or after the commencement of the hire period in particular hire charges shall be continued at the hire rate until settlement has been effected.

18. Company's right to determine.

(a) If the hirer shall fail to observe or perform any of the terms and conditions of hire hereof whether express or implied the company may without prejudice to its rights and remedies hereunder by notice in writing to the hirer sent to his address set out in the hire contract determine this agreement and upon such notice being so sent this agreement and the hiring thereby constituted shall for all purposes determine and thereafter the hirer shall no longer be in possession of the equipment with the company's consent.

(b) If the hirer shall commit an act of bankruptcy or have a receiver appointed or shall make any arrangement or assignment with or for the benefit of his creditors or if any resolution is passed for the winding up of the hirer (if a company) save for the purpose of reconstruction or amalgamation this agreement shall automatically and without notice determine and thereupon shall cease to be in possession of the equipment with the company's consent.

19. Company's rights on termination.

(a) Upon termination of this agreement pursuant to clause 18 hereof the company shall be entitled without notice to take possession of the equipment and without prejudice to its other rights and remedies hereunder and for the purpose by itself its servants or agents enter upon any land or premises on or in which the equipment is believed by the company to be situated and the hirer hereby authorises the company to enter upon its said land for such purpose and the hirer shall upon such termination return to the company all instruction manuals and operating guides relating to the equipment.

(b) No relaxation, forbearance, delay, waiver of breach or indulgence by the company in enforcing any of the terms and conditions of this agreement whether express or implied shall prejudice effect or restrict the rights and powers of the company hereunder.

20. Insurance.

The client shall be responsible for and indemnify the company against any loss of or damage to all hired equipment whatsoever the cause. The client must provide to the company proof of having arranged insurance in their name for their hired equipment at least seven days prior to the delivery date of the equipment upon payment of the

'Damage Waiver Fee' referred to on the invoice then the above clause (20) will not apply. Please note that the client will be responsible for and will indemnify the company against any loss of or damage to all hired equipment resulting from their negligence or legal liability. In all cases the client is responsible for the first £500 of any claim.

21. Provision of Services and Labour by the Company.

(a) If the company is required to provide supervision labour or staff in connection with installation, delivery or use of the equipment, the hire charges are calculated on the basis that all relevant information has been supplied by the hirer and that nothing unforeseen becomes apparent on delivery or installation or use of the equipment and the hirer confirms the following as may be appropriate to the particular equipment the subject of the hire agreement.

(1) That the site is of firm level ground with access for motor transport and that no drains pipes cables or other services are concealed.

(2) That (if appropriate) the hirer shall provide the company a plan showing the position for installation of the equipment or shall have a representative on the site for that purpose but in the absence of such plan or representative the company will deliver and install the equipment where it thinks appropriate and shall be deemed to have completed its obligation in relation to delivery and installation herein contained when it has complied with the said plan or instruction so the hirer's representative or installed the equipment as it considers appropriate.

(3) That the hirer has produced the provision of an earthed supply of electric power if necessary. It will be the hirer's responsibility at all times to arrange a suitable supply of electricity for use with the equipment.

(b) The hire charge does not include any making good or repair of damage to the site.

22. Where two or more persons constitute the hirer.

Then all obligations entered into by such persons under the hire contract shall be joint and several and all words importing the singular include the plural.

23. Non Smoking.

It is the responsibility of the hirer to ensure that there is no smoking within the Tipi/Tent/Marquee. Holmsted Events Ltd holds no liability in ensuring no smoking takes place within the Tipi/Tent/Marquee, this is the responsibility of the hirer.

24. Wind Rating.

Giant hat tipis will require constant monitoring of the condition of the tent when wind speeds are between 16.6 and 21.9 miles per hour with all sides up or partially up with linked tipis. Single or twin linked giant tipis will need constant monitoring when wind speeds are between 40.7 and 48.1 mph. Three giant hat tipis linked will need constant monitoring when wind speeds are between 34 and 40.7 . When wind speeds exceed these limits the tent will need to be evacuated.