

THE GLAMPING GROUP

Terms and Conditions of Hire

Definitions

'Company' means "The Glamping Group" of 13 Waverley Road, Liverpool L17 8TZ.

'Client' is the person hiring the equipment from the company.

'Equipment' is the bell tent(s) and other materials specified in the invoice and nothing else.

'Hire Charge' is the amount payable by the Client to the Company as specified on the invoice.

'Invoice' is the form issued by the Company to the Client requesting payment of the Hire Charge and containing details of the equipment and period of hire.

'Period of Hire' is the period between completing the set up of the bell tent(s) and the dismantling.

The client is strongly recommended to take out suitable insurance as the client will still be liable to pay any monies owing if the event for which the client has hired equipment is cancelled or postponed for any reason.

1. Conditions:

The order shall not be deemed to have been accepted until confirmed in writing by the Company. All orders are accepted subject to the terms and conditions of hiring stated below in this Agreement and the Client by authorising or allowing work to proceed is deemed to have acknowledged these terms.

2. The Company Undertakes:

- a. To deliver the Equipment and proceed to erect it on or before the set up date shown on the Invoice.
- b. To dismantle and remove the Equipment from the site on or after the dismantling date shown on the Invoice.

3. The Client Undertakes:

- a. To pay the 25% booking deposit of the Hire Charge at time of booking, to pay 25% of the Hire Charge 6 weeks prior to the hire date with the remaining balance payable 7 days prior to the hire date. The Company reserves the right not to provide the Equipment should payment not be received by the deadline.
- b. To provide the Company with either a plan showing the position in which the Equipment is to be erected including all underground services and any apparent obstacles or to make available a representative on the site for that purpose. In the absence of these then the Company having erected the equipment where it thinks it shall fit shall be deemed to have completed the Agreement. In any event, the Client and not the Company will be responsible for any damage to underground pipes or cables.
- c. To obtain the permission of the landowner and permits from any authorities who are or maybe concerned and to make applications where necessary to the relevant planning authority, District Surveyor, Police, Fire Brigade and any similar authority or organisation. 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 by the Client.

- d. Where appropriate to obtain a licence from the local authority. Any requirements under the licence must be notified to the Company in writing, at least 28 days prior to the erection. Should the Company for any reason be unable to comply with these requirements then the Client shall be notified and the contract shall be deemed to have been cancelled by the Client.
- e. If any part of the Equipment includes electrical apparatus to provide such power points or electrical supply as may be reasonably required by the Company within 15 metres of the equipment.
- f. Not to enter or allow others to enter the Equipment whilst it is being erected or dismantled by the Company.
- g. Not to use or allow any lighting, heating, cooking or other gas or electrical appliances without prior written consent of the Company.
- h. Not to light or to allow to be lit, any fire, candle or other naked flame within or close to the Equipment without prior written consent from the Company.
- i. To keep any part of the Equipment that is a tent completely closed and secure, in particular any door
- j. fastenings when not in use.
- k. Not to tamper with the structure or any part of the Equipment and not to affix or suspend from the Equipment any items whatsoever without the Company's prior consent.
- l. To ensure that no-one smokes in or within three (3) metres of the bell tent(s) or any other Equipment supplied.
- m. To ensure that no animals are allowed inside the tents, without the previous consent in writing of the Company.

4. Variations

- a. The Hire Charge is based on the assumption that the Client provides a firm and level site or turf which 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. The Hire Charge is based on the position on the site indicated at the time of booking. If the Client wishes the Company to erect the equipment in a different position on the site to the one indicated by the Client at the time of booking this may affect the Hire Charge. In either event if the costs to the Company are subsequently increased by reason of increase in labour costs or any other factors then the Company may increase the Hire Charge in accordance with its price list and hourly labour rates then in force.
- b. The Company 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.
- c. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

5. Loss and Damage

- a. The Client shall throughout the period of hire be responsible for the maintenance and safe custody of the Equipment.
- b. The Client must be satisfied with the Equipment before use and should notify the Company of any miscounts, incorrect deliveries or unacceptable equipment before use. Failure to do so will be the

responsibility of the Client and not the Company. In the event of a problem, the Company shall use all reasonable efforts to rectify it with all reasonable speed and if that is not possible the Company shall refund so much of the Hire Charge as is reasonable in the circumstances.

- c. The Client shall pay the Company for the full amount of any loss or damage (including without limitation excessive soiling) howsoever and by whomsoever caused (including the cost of the Company having to purchase new Equipment if necessary), unless caused by negligence by the Company.

6. Damage to Site

- a. The Hire Charge does not include making good any damage to the site unless caused by the negligence of the Company's employees, agents or contractors. This is the Client's responsibility.

7. COVID-19 Pandemic

- a. If your event is cancelled as a direct result of Government restrictions relating to COVID-19, we will roll your booking over to the equivalent available dates of the following year(s). Alternatively, if your event is cancelled with no plan for a future date, we will refund all monies paid, less any expenses already incurred by The Glamping Group (i.e admin fee for processing refunds).

8. Cancellation

- a. Either party will have the right to terminate this Agreement without penalty within fourteen (14) days from the date the Company confirms the Client's order subject to written or telephone 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 will refund to the Client all sums paid by the Client to the Company by way of deposit or otherwise.
- b. To cancel a booking the Client must notify the Company by email at hello@theglampinggroup.com or telephone 07907 190732 and confirm in writing.
- c. Once the fourteen (14) days referred to in clause 8(a) has passed should the Client cancel the agreement, the Client shall pay the Company twenty five per cent (25%) of the Hire Charge unless cancellation is made within seven (7) days prior to the start date of the hire when the full amount of the Hire Charge shall be payable. Such payment shall be in full and final settlement of all claims for cancellations.
- d. The Client is recommended to purchase insurance to cover the above cancellation costs and for damage to the Equipment.

9. Exclusion of liability

- a. The Company shall perform its services with reasonable skill and care and 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. If the Equipment is not erected on or before the set up date shown on the booking form the Client shall have the right to withdraw, and the Company shall return all monies paid. If the Equipment is not erected 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.
- b. The Company 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.

- c. Nothing in these Conditions shall limit or exclude the Company's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable) or fraud or fraudulent misrepresentation, or any other liability which cannot be excluded by law.
- d. The Company shall under no circumstances whatsoever be liable to the Client whether in contract, tort (including negligence) breach of statutory duty or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Agreement.
- e. Subject to clause 8(d) above, the Company's aggregate liability for all claims shall not exceed the total amount paid by the Client to the Company for the hire of the Equipment.

10. Third party Liability

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

11. Airbed Hire

The Company will not be responsible for any loss of air from any airbeds during the hire period. The airbeds will be fully inflated at the beginning of the hire, but due to factors such as temperature, amount of usage, and length of hire, airbeds may lose air and deflate slightly. Suitable pumps will be made available to 'top them up' if required.

12. Tent Allocation - Bookings of two tents or more

The Company will not be responsible for ensuring every guest sleeps in the correct tent. No refunds will be given if guests are unable to sleep in their allocated tent.

13. Force Majeure

- a. The Company shall not be liable for delay in performing or failure to perform its obligations if a Force Majeure Event occurs. A Force Majeure Event is any matter beyond the reasonable control of the Company, including without limitation, storm, flood, fire, theft, natural disasters or Act of God, pandemic or epidemic, accident, transportation delay, war, civil war, sabotage or act of terrorism, government or local government action, lack of power or other utility.
- b. Moreover, if the event for which the tents have been hired is cancelled or postponed for any reason, not only will the Company not be liable but any monies owed will still be due and owing by the Client. The Client is strongly recommended to take out suitable insurance to cover this.

14. Third Party Rights

No one, other than a party to this Agreement shall have any right to enforce any of its terms.

This Agreement will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the Courts of England and Wales.