



STRETCH TENT HORIZONS
www.stretchtenthorizons.co.uk

TERMS & CONDITIONS

1. CONDITIONS

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

2. CONTRACT

No verbal representations or arrangements are recognized by the COMPANY. A booking may only be deemed valid once the CLIENT 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 20% deposit fee. Once received the terms and conditions come onto effect. Should the COMPANY not have availability then the deposit will be returned to the Customer.

3. SITE

(a) The Hire charges are based on the assumption that the site is suitable for erection of Stretch Marquee, has easy access for motor transport, and that no drains, cables or other services are buried beneath the surface or otherwise concealed. If the site does not comply with these requirements the COMPANY may in its discretion either rescind the Contract by giving oral or written notice to the CLIENT or make additional hire charges. The COMPANY shall not be liable to the CLIENT for any loss damage or expense resulting from such rescission of the Contract.

Exclusion of COMPANY's liability for damage to site and services. Whether the said site complies with the foregoing requirements or not, the COMPANY shall not be under any liability in respect to damage to drains pipes or cables or other services buried under the site or otherwise concealed whatsoever to make good any damage to the site nor liable for any consequential loss resulting from such damage unless an accurate plan showing the precise position of such drains pipes or cables or other services has been supplied to the COMPANY.

(b) The CLIENT 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 then the contractor having erected the tents or equipment where he thinks fit shall be deemed to have completed the contract. Should the structure need to be moved as a result of this, the CLIENT will be charged additional rigging costs.

(c) The CLIENT 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 CLIENT should never presume that any other equipment is included in the Hire other than what is stated in the COMPANY's booking forms.

(d) Where electrical equipment is hired, the CLIENT will shall provide a suitable 240 Volt/16 amp power point within 50 meters of the equipment and shall be fully responsible for the adequacy and reliability of that supply.

The Hire charges do not include any making good or repairing of damage to the site unless otherwise stated in writing.

4. HIRE CHARGES

(a) All goods hired are charged whether used or not. Hire charges published in any of the COMPANY's printed matter is for guidance only and does not constitute an offer.

(b) The COMPANY reserves the right to revise or withdraw any quotation prior to acceptance and to vary the quoted charges, should substantial increase in costs occur.

(c) Acceptance of all quotations is made subject to the equipment being available. Whilst every effort will be made to ensure the equipment ordered is delivered, the COMPANY reserves the right to substitute the nearest available item.

5. TERMS OF PAYMENT

A booking will be confirmed by e-mail to the CLIENT on receipt of a deposit of 20% of the total booking fee. The balance must to be settled 1 month prior to the hire period /or 4 days prior to the hire should the booking be made within a month. Should full settlement not be made on this day then the COMPANY reserves the right to charge interest at 4% per annum above the base rate.

6. CANCELLATION

(a) Either party should have the right to terminate this Contract without penalty within Seven days from the date here of the CLIENTS booking. 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.

Deposits are non refundable after seven days from contract!

(b) Should the CLIENT wish to terminate the contract then the following compensation rates will be charged to the CLIENT by the COMPANY. 100% of the Hire price for notice less than 7 days prior to the Hire period. 50% of the Hire price for notice between 7 and 28 days prior to the Hire period. 20% of the Hire price for notice more than 28 days prior to the Hire period.

(PLEASE NOTE): Should your event have to be cancelled due to COVID restrictions.

Section 6. (b) Is not applicable! You can re-book at any other available time.

7. LOSS OR DAMAGE

- (a) The CLIENT 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 CLIENT must be satisfied with the equipment before use and should notify the COMPANY of any miscounts, incorrect deliveries or unacceptable equipment before use.
- (c) The CLIENT shall indemnify the COMPANY against the first £500 of any loss damage or excessive soiling howsoever caused and shall indemnify the COMPANY against the full value of any loss damage or excessive soiling caused by the CLIENT's guests or visitors or by the CLIENT's negligence legal liability or failure to comply with these terms and conditions.

8. THE CLIENTS RESPONSIBILITY

- (a) The CLIENT should not enter the equipment while the COMPANY is erecting.
- (b) The CLIENT will provide unrestricted access to the COMPANY's crew including the necessary passes.
- (c) The CLIENT 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 CLIENT 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 CLIENT 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 CLIENT. Where appropriate obtain a license from the Local Authority. Any requirements under the license must be notified to the COMPANY 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 CLIENT will allow suitable time for the installation and dismantling, and removal of equipment. The CLIENT also ensures that safe and adequate power is available.

9. LIABILITY TO THIRD PARTIES

The COMPANY will not be responsible for, and the CLIENT will indemnify the COMPANY against, all claims for injury to persons, or loss of, or damage to, property, howsoever caused, unless it is proved that such injury or damage resulted from faulty materials, workmanship, or negligence on the part of the COMPANY.

10. HEALTH AND SAFETY

The COMPANY reserves the right, in its absolute discretion, to require the evacuation of a tent and/or the cancellation of an event to be held in the tent. Where this occurs due to health and safety considerations the COMPANY accepts no liability for any loss whatsoever.

11. ERECTION AND DISMANTLING

The COMPANY provides labour 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 CLIENT to erect and/or dismantle the COMPANY's property.

12. ATTENDANCE

- a) The tent Hire charges, unless otherwise stated does not include attendance by the COMPANY's crew except during the actual processes of erecting and dismantling the structure.
- b) The COMPANY reserves the right to attend the CLIENT's event to ensure the tent(s) and other

COMPANY equipment is treated with care, and that the tents are properly secured against the elements when the last guest leaves.

13. FORCE MAJEURE

While every effort will be made by the COMPANY to complete any orders, the COMPANY cannot be held liable for variation or non-completion of orders due to an Act of God, War, Strikes, Riots, Fire, Flood, Storm, Gale, Tempest or any other civil disturbance.

14. AGREEMENT

Once the CLIENT has paid the booking confirmation deposit. The CLIENT is in agreement to these terms & Conditions!