

TENTS AND EVENT (SCOTLAND) LIMITED

TERMS AND CONDITIONS OF HIRE

The following terms and conditions apply to the hire of Equipment by Tent and Events (Scotland) Limited to you the customer. We reserve the right to vary these terms and conditions in writing.

In this document, the following word and expressions shall have the meanings set opposite them:

"Equipment" means marquees, tents, internal furnishings for marquees, public announcement systems, lighting, generators and any other item of equipment provided by us to you in terms of the contract of hire;

"we", "us", "our", means Tent and Events (Scotland) Limited, a company incorporated under the Companies Acts (Company Number SC046426) and having its registered office at 10 Nelson Street, Dunoon, Argyll, PA23 7EL

Acceptance of Quote

No binding contract shall exist until you have accepted our quote in writing and we have issued you with a written acknowledgement of your acceptance.

Conditions of quote

(a) We shall provide a quote for a specified hire period;

(b) We shall provide a quote to you on the basis that you have:-

(i) checked that the size and surface of the site are suitable for installation and erection of the Equipment;

(ii) informed us of the location of any drains, pipes, cables or any other underground services or obstacles that might affect the site. Marquee fixing spikes are driven into the ground to a depth of up to 1 meter. You should note that you are responsible for repairing and making good any damage caused to the site by installation, erection or dismantling of any Equipment. You shall be liable for all costs arising from the interruption or failure of any such drains, pipes, cables or any other underground services of services that you fail to notify us of.

(c) Quotes do not include:-

(i) the cost of attendance by our employees for any purpose other than delivery of Equipment, erecting and dismantling of marquees, and removal of Equipment at the end of the hire period;

(ii) With the exception of quotes for the hire of marquees, erecting or dismantling of Equipment (e.g. furniture)

(iii) any additional costs or charges in the event that extra work or Equipment outwith the terms of a quote is required;

(iv) unless otherwise agreed, quotes do not include any additional cost or charge if the Equipment is required or used for any period outwith the period of hire;

(v) the cost of dismantling work being delayed due to you or any sub-contractors failing to remove additional equipment installed or failing to clear the marquee of all refuse and litter at the end of the specified hire period;

(d) Quotes do not include the cost of any fuel used during the hire period for powering heaters and generators, nor do they include the use of any discharged fire extinguishers. At the end of the hire period, we shall invoice you for the amount of fuel used during the hire period together with the cost of refilling any discharged fire extinguishers. We reserve the right to charge for testing any fire extinguishers that are returned to us with a broken seal.

Payment

- (a) All hire charges quoted are exclusive of VAT;
- (b) All payments shall be made by cash or by cheque made payable to Tents and Events (Scotland) Limited;
- (c) At the point of your acceptance in writing of our quotation, you shall pay a non-refundable deposit of 20% of the hire charge including VAT;
- (d) A further 30% of the hire charge including VAT shall be paid by you 10 days prior to the hire date;
- (e) The balance of the hire charge including VAT shall be paid by you on the date which Equipment is delivered or erected;
- (f) If any of the above payments is not made on the due date you shall be liable for interest on any amount outstanding at a rate of 2% per month;
- (g) We reserve the right to waive the deposit and any additional payments prior to the hire date at our sole discretion.

Delivery to site and installation of Equipment

- (a) The site must be available and in a suitable condition for the installation of Equipment at the time stated for delivery. We cannot be held responsible for any uneven finish to any marquee floor caused by pitting or bumps on the surface beneath. You shall ensure that grass surfaces are cut short and all debris including fouling by dogs has been removed prior to delivery and erection of any marquee;
- (b) You should either be available personally or have a representative available at the site at the time stated for delivery to check all Equipment delivered and sign the appropriate delivery note;
- (c) If you are not present and do not have a representative at the site at the time of delivery:-
 - (i) You shall be deemed to have accepted delivery of the Equipment specified in the delivery note;
 - (ii) We shall erect the marquee in such a manner and location as we consider appropriate provided that we shall follow in so far as possible any plan supplied by you in advance.
- (d) If you require us to move any marquee already erected for any reason, you shall be liable for an additional charge;
- (e) For the safety of all concerned, you may not enter any marquee during erection. We shall not be held responsible for any injury or damage sustained by the public in or around any marquee or other Equipment during the hire period;
- (f) Although we shall place all Equipment inside the marquee once erected, it is your responsibility to arrange the layout of tables and chairs etc. You shall ensure that tables and chairs are folded and returned to the delivery area and are stacked for collection following use. We may charge for non-compliance in this regard. All furniture shall be counted in and out with any shortages invoiced to you;
- (g) Any equipment requiring fuel shall be delivered by us with sufficient fuel (based on standard usage) for the hire period. Alternative sources of fuel may only be used with our express written consent.
- (h) If we request you to do so, you shall sign a completed safety checklist after consultation with a Company representative once the marquee has been installed.
- (i) You shall clear the marquee of all refuse and litter prior to our dismantling the marquee.

Care of Equipment

(a) You are responsible for the safe custody of all Equipment during the hire period. You shall make good any loss or damage suffered to any Equipment by any cause. We strongly recommend that you insure the Equipment. We can arrange insurance cover for you. The premium is 5% of the total hire charge. The policy is subject to an excess of £500, so the first £500 of any insurance claim shall be payable by you. The insurance policy does not cover loss or damage sustained to any Equipment resulting from negligence, theft, wanton damage, vandalism or legal liability and you shall be fully responsible for and shall indemnify us against any claim, loss or damage so arising. .

(b) You may also wish to make your own arrangements for the security of the Equipment for the duration of the hire.

(c) You shall not be liable for fair wear and tear to the Equipment nor for any loss or damage caused by faulty materials or Equipment;

(d) You must ensure that all Equipment is adequately heated when necessary so as to protect the Equipment from frost, snow or ice damage and you must remove any build up of snow on all Equipment;

(e) You must take all reasonable steps to ensure that all openings to any marquee are firmly closed when not in use and are open only for the purposes of entering and leaving the marquee;

(f) You shall not attach anything to, or suspend anything from, the structure of any marquee without first obtaining from us written details of loading tolerances of that marquee. You shall be responsible for ensuring such loading tolerances are not exceeded. You shall indemnify us against any loss suffered by us as a result of your failure to comply with this clause.

(g) You shall not use cooking equipment, lighting or electrical appliances or decorate the interior/exterior of the marquee without our prior written consent.

Smoking Ban

In terms of the Smoking, Health and Social Care (Scotland) Act 2005, marquees and tents are classed as no-smoking premises. As of 26th March 2006 all marquees and tents must remain smoke-free at all times. Signage shall be provided by us to be prominently displayed inside marquees. It is your responsibility to ensure that the legislation is adhered to.

Weather

If extreme weather or storms are forecast during the hire period we reserve the right to refuse the delivery and erection of any Equipment, to dismantle and remove any Equipment once on site or to prohibit the use of any Equipment already on site should it be unsafe to dismantle and remove. You shall be liable for the full hire charge, subject always to the period of notice of cancellation detailed above. You may wish to obtain additional insurance to cover the cost associated with cancellation or change of site location.

Ownership

All Equipment remains at all times our sole property. You may not sub-hire or part with possession of any Equipment and you may not allow any lien or encumbrance to be created over any equipment.

Your cancellation of the contract

In the event that you cancel the contract, you shall forfeit the deposit paid. In addition you shall be liable to pay the following percentage of the hire charge dependent on the period of notice given prior to the date of commencement of the hire. There shall be deducted from the percentage payable the amount of any deposit forfeited but under no circumstances shall the payment be less than the amount of the deposit.

If the period of notice of cancellation given is:-

(a) more than 60 days, no hire charge is payable;

(b) 30-60 days, 50% of the hire charge is payable;

(c) 0-30 days, 100% of the hire charge is payable.

Delay or failure to complete the contract

Whilst we shall make every effort to complete all contracts timeously, we shall not be liable for delay or failure to complete any contracts as a result of:-

- (a) the site being unsuitable or access being unavailable on the date stated for delivery;
- (b) grass site that has not been cut;
- (c) adverse weather conditions;
- (d) loss or damage to Equipment by fire or flood;
- (e) any industrial dispute, lock out or strike;
- (f) any other cause outwith our control.

If for reasons beyond our control Equipment booked is not available for the period of hire, we reserve the right to provide alternative Equipment of a similar specification and quality. If we do so you shall not have any claim against us. If for reasons beyond our control we cannot provide such alternative Equipment or a reasonable substitute, we shall notify you of cancellation of the contract in which event any deposit or other monies paid by you shall be refunded.

Limitation of Liability

In the event that we fail to fulfill any terms of the hire contract our liability is limited to refund or cancellation of any hire charge and under no circumstances we shall be liable to you for any indirect, special or consequential loss or damage, (whether for loss of profit or otherwise) cost, expenses or other claim for compensation whatsoever which arise out of or in connection with the hire of any equipment. Our entire liability under and in connection with the hire contract shall not exceed the amount of the hire charge. We shall not be responsible for damage or loss of any items left in a marquee.

Insolvency of Customer

If you become insolvent or are made bankrupt or come to any arrangement or scheme with your creditors, or as a company, you have a liquidator, receiver or administrator appointed or if you breach any of the conditions contained in these terms and conditions then we may cancel the hire contract immediately and remove any Equipment delivered.

Applicable Law

The hire contract and the terms and conditions shall be construed according to the Law of Scotland, provided however that if the site to which the Equipment is being delivered is in England or Wales then the Law of England shall apply.