

TERMS AND CONDITIONS

PLEASE TAKE YOUR TIME TO READ THE FOLLOWING NOTES, THEY ARE IMPORTANT AND COULD AFFECT THE FINAL INVOICED AMOUNT. BY PAYING A DEPOSIT THE CLIENT IS IN AGREEMENT TO THE TERMS AND CONDITIONS OF THE HIRE

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. Company trading as FLEXITENT LTD shall be referred to as "FLEXITENT".

2. CONTRACT

No verbal representations or arrangements are recognized by FLEXITENT. A booking may only be deemed valid once the CLIENT is in receipt of a booking confirmation from FLEXITENT. We will provide a booking confirmation subject to availability and on receipt of a 20% NON REFUNDABLE deposit from the CLIENT. Should FLEXITENT not have availability then the deposit will be returned to the Customer. The CLIENT understands that upon paying the deposit they are agreeing to the full terms and conditions

3. SITE

(a) The Hire charges are based on the assumption that the site is suitable for erection of the stretch tent, 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 FLEXITENT may in its discretion either rescind the Contract by giving oral or written notice to the CLIENT or make additional hire charges. FLEXITENT shall not be liable to the CLIENT for any loss damage or expense resulting from such rescission of the Contract.

Exclusion of FLEXITENT's liability for damage to site and services. Whether the said site complies with the foregoing requirements or not, FLEXITENT 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 FLEXITENT.

(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 FLEXITENT's equipment will be attached or joined to any buildings within the site unless stated in FLEXITENT's booking forms. Likewise the CLIENT should never presume that any other equipment is included in the Hire other than what is stated in FLEXITENT'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 FLEXITENT's printed matter is for guidance only and does not constitute an offer.

(b) FLEXITENT 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, FLEXITENT reserves the right to substitute the nearest available item. terms and conditions.

5. TERMS OF PAYMENT

A booking will be confirmed in writing by FLEXITENT on receipt of a non refundable deposit of 20% of the total booking fee. The balance is to be settled one month prior to the period of hire. Should full settlement not be made before the terms then FLEXITENT reserves the right to

(a) Charge interest at 4% per annum above the base rate of HSBC - to be then added to the total invoice

(b) Cancel the hire and keep the non refundable 20% deposit.

6. CANCELLATION

(a) Either party should have the right to terminate this Contract within seven days from the date of hire.

Subject to written confirmation of such termination being given by one party to the other within such period.

(b) FLEXITENT are within their rights to terminate the contract due to health and safety considerations or breach of contract by the CLIENT.

In the event of such termination by FLEXITENT, we shall refund to the CLIENT all sums paid if the contract has not been breached.

(c) Should the CLIENT wish to terminate the contract then the following compensation rates will be charged to the CLIENT by FLEXITENT. 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.

7. LOSS OR DAMAGE

(a) The CLIENT shall during the period of Hire be responsible for the maintenance and safe custody of FLEXITENT's equipment from completion of erection until dismantling.

(b) The CLIENT must be satisfied with the equipment before use and should notify FLEXITENT of any miscounts, incorrect deliveries or unacceptable equipment before use.

(c) The CLIENT shall indemnify FLEXITENT against the first £500 of any loss damage or excessive soiling howsoever caused and shall indemnify FLEXITENT 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

8. THE CLIENTS RESPONSIBILITY

(a) The CLIENT should not enter the equipment while FLEXITENT is erecting or dismantling.

(b) The CLIENT will provide unrestricted access to FLEXITENT'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 FLEXITENT. And if they do so, they understand it is at their own risk.

(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 FLEXITENT.

(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 FLEXITENT by the CLIENT. Where appropriate obtain a license from the Local Authority. Any requirements under the license must be notified to FLEXITENT in writing, at least 28 days prior to erection. Should FLEXITENT 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

FLEXITENT will not be responsible for, and the CLIENT will indemnify FLEXITENT 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 FLEXITENT.

10. HEALTH AND SAFETY

(a) FLEXITENT 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 FLEXITENT accepts no liability for any loss whatsoever.

11. ERECTION AND DISMANTLING

FLEXITENT 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 FLEXITENT allow the CLIENT to erect and/or dismantle FLEXITENT's property.

12. ATTENDANCE

a) The tent Hire charges, unless otherwise stated does not include attendance by FLEXITENT's crew except during the actual processes of erecting and dismantling the structure.

b) FLEXITENT reserves the right to attend the CLIENT's event to ensure the tent(s) and other FLEXITENT 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 FLEXITENT to complete any orders, FLEXITENT 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. The CLIENT gives FLEXITENT full right to take and use images/videos . This includes (but is not limited to) the right to use them in their online and printed publicity and social media. FLEXITENT will not publish names or addresses of the CLIENT.

Company Number: 10876822, Directors: Sarah Bennett, Barry Hunt & Paul Hunt

15. DANCE FLOORS

FLEXITENT accepts no responsibility for any damage caused to the flooring its dance floors are laid on. All dance floors must be laid onto matting. Dance floors cannot be laid on grass. The CLIENT may put their own protective underlay down before if they wish to protect his/her floor. No drinks are to be allowed onto the dance floor for health and safety reasons. The CLIENT will be held responsible for his/her guests and be held responsible for any injured person/s due to drinks being spilt or glasses being smashed during the hire period. If the flooring is not suitable for our team to install the dance floor on, we reserve the right to refuse to lay the dancefloor and no refund will be offered. The CLIENT understands the floor under the dance floor must be flat and level. And if not, this may result in the dance floor not being laid for safety reasons. Please ensure the dance floor area is clear in advance to our dancefloor teams arrival. Failure to do so, could result in our team not having their full allocated time to install and may result in not installing the entire dance floor.

I the CLIENT has read and understands the terms and conditions of hire.

I understand that it has been advised to not add my own lighting and heating to the tent due to safety reasons

And agree, that on choosing to do so, do it at my own risk. And take full responsibility for the tent and associated equipment. Therefore if the result ends in damage to the tent or equipment hired I understand it is my responsibility to pay for damages. This will not be covered by FLEXITENT's insurance.

I the CLIENT understand any extra requirements from FLEXITENT (listed below) and take full responsibility to follow the instructions

-The grounds of the hire are safe and secure and do not require any extra security for the tent.

-The client understands that rig and de-rig day may change slightly due to weather, but this will not be without prior arrangement nearer the hire date.

Please note the mobile number for emergency use is:
07402924106

CLIENT NAME:

DATE:

SIGNED: