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### ***Hire Contract - Terms of Bell Tent Hire***

## **1. Definitions**

1.1 The "CLIENT" means the person/s, organisation or company booking the equipment, act or entertainment with the "COMPANY". (In this case is the "CLIENT")

1.2 The "COMPANY" means *Boho Events Company*

1.3 'Dry' hire is the hire of equipment for the 'HIRER' to operate and supervise themselves.

1.4 'Wet' hire is the hire of equipment or entertainment accompanied by a representative of the 'company' to supervise use of the booked equipment or entertainment.

1.5 The period of hire is from (mid day) until the (mid day) unless stated otherwise.

1.6 This is written to comply with English Contract Law

## **2. Bookings**

2.1 All equipment remains the property of the company at all times.

2.2 In the event of traffic or other uncontrollable circumstances preventing us from being able to fulfil our contracted obligations our liability shall be limited to a refund of any monies paid, other than the non- refundable deposit, in relation to the contracted event or a pro rata reduction in the hire fee in the event of delayed start. No further compensation will be paid.

### **3 Prices, Deposit & Balance Payments**

3.1 All hires are subject to a non-refundable deposit of at least £100 This will be returned in full within **72 hours** of the end of the party date unless there are damages to the equipment

3.2 The balance to be paid in full and cleared 7 days prior to the event start date of the party.

### **4 Location, Facilities & Conduct**

4.1 Hired equipment will be set up in one location only as agreed on arrival and will not be moved once unloaded.

4.2 The 'COMPANY' reserves the right to refuse delivery if the venue or site is deemed to be unsuitable. In such a case no refund will be given and the full hire fee will be due.

4.3 The hire is agreed on the assumptions that the site is a flat, firm and level firm ground, and is free from flooding, trees and overhead obstructions. It must be served by a main access road next to the site with adequate space for commercial vehicles.

4.4 A plan showing the position in which the tents or equipment are to be erected should be provided to us or there should be a representative on the site for that purpose. In the absence of a plan showing the position in which the tents or equipment are to be erected the 'COMPANY' will erect the tents or equipment where they deem appropriate and shall be deemed to have completed the contract.

### **5. Liability & Insurance**

5.1 The 'COMPANY' liability insurance covers use of the equipment only whilst booked on 'wet' hire.

5.2 The 'CLIENT' agrees to indemnify the company for any damage, theft or excessive soiling of the COMPANY's equipment whilst on hire.

5.3 The 'COMPANY' accepts no liability for any damage or loss of personal property and or any injury arising from the use of the hired equipment.

# Hire Conditions

### **6. Contract Terms & Conditions of Hire**

(if the CLIENT is in any doubt as to the meaning of the following, a representative from THE COMPANY should immediately be consulted before signing)

6.1 The 'CLIENT' will, during the period of hiring, be responsible for the supervision of the equipment, its care, safety from damage however slight or change of any sort, and the behaviour of all persons of all ages using the equipment whatever their capacity, including proper supervision of children. The 'COMPANY' excludes any liability for injury loss or damage caused to any person using the equipment contrary to the terms and conditions of this Contract.

6.2 IN ALL HIRING CONTRACTS a refundable bond of £100 the form of banks transfer is payable. Such bond to be returned to the CLIENT within 72 hours of return of the equipment, unless the hired equipment and any accessories have been damaged or lost during the period of hire and in such circumstances the bond will be used in full or part payment of those repairs/ replacements. The CLIENT shall indemnify THE COMPANY for the full cost of repair of any damage done to any equipment which may occur during the period of the hiring.

6.3 THE CLIENT shall not use the equipment for any purpose other than that described in the HIRING AGREEMENT and shall not sub hire or use the equipment or allow the equipment to be used for any unlawful purpose or in any unlawful way.

6.4 PUBLIC LIABILITY INSURANCE is excluded in its entirety following any claim or injury to any third party or employee whether directly or indirectly related to the use of drugs and/or alcohol.

6.5 IF THE CLIENT wishes to cancel the booking within 12 weeks of the party then the full balance shall be payable. Cancellations received before this time will only forfeit the deposit

6.6 The 'COMPANY' does not include any repairs to the site unless caused by the negligence of the company's employees, agents or contractors.

6.7 The 'CLIENT' shall not tamper with, move or adjust the structure of the tent or equipment provided without prior consent from the COMPANY to do so.

## **7. Force Majeure**

7.1 THE COMPANY will not be liable for any: Act of God including but not limited to tempest, fire, flood, storm or natural disaster; War, civil war, sabotage or act of terrorism; Government sanction, embargo, import or export regulation or order; Labour disputes, including strikes, lockouts, boycotts or other industrial action; or in the provision of any utility including power, gas, water, or communication services.

7.2 In the event of either the COMPANY or the CLIENT contracting COVID19 a change of date will be offered or a refund dependent on the situation.

Signed by CLIENT: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by (G Storey): \_\_\_\_\_ Date: \_\_\_\_\_ 15/07/21 \_\_\_\_\_

## ***Boho Events Company***

# **BELL TENT HIRE AGREEMENT**

It is the responsibility of the CLIENT to ensure that all reasonable steps are taken to avoid injury or cause damage to the equipment. Please ensure that the following safety instructions are followed.

1. No confetti balloons or bombs to be used inside the tents
2. All rubbish to be removed by the CLIENT
3. No smoking within 10 meters of the Bell Tent. Failure to comply with this will forfeit your security deposit
4. No candles or naked flames allowed inside the tents
5. No shoes to be worn inside the tent
6. No heaters, lighting or electrical appliances to be used inside of the Bell tent other than those provided by the 'COMPANY'
7. No animals allowed in the the tent on or around any of the equipment. Failure to comply with this will forfeit your security deposit
8. No animals to be allowed to roam, without supervision, in the vicinity of the tent. Any damage caused shall be subject to deductions from the security deposit
9. No fire pits or bbq to be used unless prior arrangements have been agreed
10. No food drinks to be consumed or taken inside the tent

If you have any queries about the information above please contact Gemma via telephone on 07885664174