



Terms and conditions

1. TERMS OF HIRE

- i. These are the Terms that apply to the Contract between you and Tribeca Tipis and upon which we hire the Equipment to you.
- ii. You must read these Terms carefully as they tell you who we are, how we will hire the Equipment to you and over what period of time.
- iii. “We” are Tribeca Tipis, We are a partnership in England and Wales. Our registered address is 2 Deans Farm Cottages, Lewes Rd, Piddinghoe, Newhaven, East Sussex BN9 9AL. References in these Terms to “we” / “us” / “our” are to Tribeca Tipis.

Within this document the following terms are defined as follows:

“Hirer” – You the individual, company or organisation that has entered into a Hire Agreement for the supply of Equipment from the Owner.

“Owner” – Tribeca Tipis

“Equipment” – Any item supplied to the Hirer by the Owner including tipis accessories, cables, boxes, crates.

“Hire Agreement” – The agreement for the supply of the Equipment by the Owner to the Hirer.

“Hire Period” – The period for which the Owner agrees to hire the Equipment to the Hirer and any hand-over time therein. “Structure” – refers to any tent, tipi, marquee or temporary structure supplied by the Owner to the Hirer.

2. DELIVERY, COURIER, COLLECTION

- i. Hire charges run from the date of collection/delivery of the Equipment until the date of return to the Owner unless otherwise agreed by both parties in writing.
- ii. Where delivery and/or collection has been requested by the Hirer, times given shall be regarded as an estimate only and the Owner accepts no liability for delays incurred by any cause or any losses incurred as a result of such delays.

- iii. Delivery and collection of Equipment shall be made to a pre-arranged site only.

3. UNDERGROUND SERVICES

- i. It is the Hirer's responsibility to provide the Owner with the location of any underground services (gas, water, electricity etc) that could be damaged by the erection of the Structure. The Hirer will be responsible for any costs associated with the repair to unmarked/unidentified services and associated costs relating to their interruption resulting from not being identified to the Owner.
- ii. In respect of loss of or damage to cables, pipes or other services located underground, it is a condition precedent to liability that prior to undertaking any digging, boring or excavation, the Hirer has taken or caused to be taken all reasonable measures to identify the location of such cables, pipes and services before any work is commenced which may involve a risk of damage. Reasonable measures include requiring the owner of the venue to confirm the location of underground services in writing, and if they unable to do so contacting the appropriate authorities or undertaking a scan, if there is any possibility that cables, pipes or services are under the site – retained a written record of the measures that were taken to locate such cables, pipes and services.

4. WEATHER

- i. If extreme weather is forecast during the hire period we have the right to decline the erection and use of the structure. This is for the safety of all concerned.
- ii. The Owner monitors wind forecast daily and if gusting winds which exceed those set out in our wind management plan are predicted we will endeavour to contact the Hirer and give advice on action to be taken. Hirers will be liable for the full hire fee in the event of late cancellation due to dangerous weather.
- iii. The Owners have the right to enforce evacuation of the structure at short notice, if the weather conditions change during the event, or wind gusts change during the event to a level which is deemed dangerous to life. This is for the safety of all concerned

5. FLOORING AND GROUND

- i. It is expected that if flooring is ordered the ground will be suitably flat to accommodate the type of floor used. The Owner cannot be held responsible for any uneven finish to the floor caused by pitting or bumps on the surface beneath, the Hirer should arrange to level surfaces as much as possible prior to the erection of the Structure.
- ii. If the Structure build is delayed or cancelled due to the site being ill-prepared this may result in loss of the booking deposit and the Owner cannot be held liable.

6. SAFETY

- i. For safety reasons, the Hirer's party may not enter the Structure during the time it is being built.
- ii. Under no circumstances should the Hirer alter or tamper with any electrical appliance or power lead following installation.
This includes extension cables.
- iii. The Hirer should not "plug in" any electrical appliance or power lead to existing extension cables without first discussing this with an Owner representative as this can lead to mains power being overloaded resulting in tripped fuse boxes.

7. EQUIPMENT

- i. The Equipment remains the property of the Owner at all times.
- ii. The Hirer assumes all responsibility for the Equipment once it has been collected from the premises of the Owner or once the Owner has delivered it to the agreed premises of the Hirer.
- iii. The Hirer shall indemnify the Owner for any breakages, damage and/or loss to the Equipment regardless of the cause. A full list of charges due on each broken, damaged, or lost item is available on request.
- iv. Equipment which is cosmetically or structurally altered or modified from their condition at the start of the Hire Period will be considered damaged and will incur replacement charges.
- v. The Equipment shall be assumed to be 'on hire' until it is returned to the Owner and any damages and /or losses are paid to the Owner in terms of clause above.
- vi. The Tipis, tents and all equipment are the responsibility of the hirer from when the owner has completed the installation and hand over, until the owner is onsite for collection. The hirer may wish to employ security.
- vii. The Hirer shall return all crates and boxes supplied by the Owner. Failure to return these items to the Owner will result in a charge for their full replacement value being made against the Hirer.
- viii. The Hirer shall ensure that the use of the Equipment, including Generators, will only be carried out by properly trained and

competent personnel. The Owner accepts no liability for any damage to personnel or property during the Hire Period.

- ix. All Equipment is checked before leaving the Owner's premises. In the event of an unforeseen defect, however, the Owner's liability shall be limited to making reasonable efforts to replace and/or repair the defective component where possible, given sufficient notice. The Owner shall not be held liable for any damage or defect caused by negligent handling other than by its crew or for any damage to the Equipment resulting after delivery or collection by a carrier or their appointed agents.
- x. Once the Owner has left the venue, it shall be deemed that the Hirer was satisfied that the Equipment was complete and in good working order.
- xi. The Hirer shall not use cooking equipment, lighting or electrical appliances or decorate the interior/exterior of the Structure without prior consent from the company. Any damage/soiling resulting in such use that may require repair or cleaning will be charged to the Hirer.

8. SECURITY

- i. Security of unattended Equipment is the full responsibility of the Hirer: we strongly advise that the Hirer arranges a security and surveillance service for the duration of the hire as losses will not be compensated by your insurance. The Hirer is liable for any acts of vandalism, theft or fire damage to Equipment or the Structure where Equipment or the Structure was left unattended.
- ii. keep any part of the Equipment that is a tent, marquee or framed structure completely closed and secure with door entries in place and fastened when not in use.

9. FURNITURE

- i. The company will place all furniture (if hired) inside the Structure. It is the Hirer's responsibility to arrange the layout of tables and chairs etc.
- ii. The Hirer shall ensure that no excessive weight is placed on the tables and benches/chairs. The Hirer takes no responsibility for injury caused from standing on tables and benches/chairs. Replacement charges will be made to the Hirer in the event of any damage caused to furniture.

10. LIGHTING

- i. Festoons are provided with a 16 amp connector and a 13 amp conversion for standard power supplies. It is the Hirer's responsibility to provide working power for the festoons. Further technical specifications available on request.
- ii. Any failed and/or replaced lamps should be returned along with the Equipment for inspection. Failure to do so will result in the Hirer being charged for its replacement. If it is found that the lamp has been damaged through mishandling by the Hirer and/or their employees or agents the Hirer shall be charged for the replacement of the lamp in question. Any spare lamps supplied by the Owner must also be returned.

11. FIRES, STOVES AND FIREWOOD

- i. All fires/stoves are set, lit and maintained by the Hirer at the Hirer's risk. The Owner shall not be held liable for any damage to property, Equipment or to the Structure incurred as a result of the use of Equipment provided for fires. The Owner shall not be held liable for any injury caused to the Hirer or any third party as a result of the use of Equipment used for fires.
- ii. The Hirer agrees to appoint a single person, not under the influence of alcohol or drugs, who will be responsible for the safe use of the fire/stove, and extinguishing it fully before the Structure is vacated. The Hirer will not move the fire/stove.
- iii. Only Equipment, fires or stoves supplied by the Owner must be used.
- iv. Where the Owner is providing firewood, the Owner shall endeavour to provide an amount which is sufficient for the time period advertised. Should the Hirer use the firewood before the end of the specified time period, for any reason, the Owner shall not be pursued for monetary compensation unless the amount of firewood provided was deemed by both parties to be insufficient.

12. GENERATORS AND POWER DISTRIBUTION

- i. It is the hirers responsibility to ensure the generator is provided by a reputable company and sized and installed by a competent professional.
- ii. The Owner shall not be pursued for monetary compensation in the event of blackouts or power usage excessive to the capacity of the power provided.

13. **HIRER'S RESPONSIBILITY**

- i. It is the Hirer's responsibility to ensure the safety of and prevent injury to all parties in the Structure during the Hire Period, as well as preventing reckless or destructive behaviour.
- ii. It is the hirer's responsibility to obtain permission for the use of tipis, tents and equipment and vehicle access including, but not limited to local council event licenses, venue usage permissions during usage and permission to light a fire (if the fire place has been hired)
- iii. It is the hirers responsibility to ensure the structure has not been tampered with during the period of hire, the includes the hirer themselves.
- iv. It is the hirers responsibility to gain consent for the use of equipment for fires for the chosen venue.
- v. permit us or authorised representatives to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site, and shall grant reasonable access and facilities for such inspection;
- vi. not part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- iii. not allow the Equipment to be confiscated, seized or taken out of your possession or control under any legal process, but if the Equipment is so confiscated, seized or taken, you shall notify us immediately. We may insist under such circumstance that you shall at your sole expense use your best endeavours to procure an immediate release of the Equipment and shall indemnify us against all losses and expenses we reasonably incur as a result;
- iv. not use the Equipment for any unlawful purpose or allow any unlawful dealings or actions to be carried out within the Equipment;
- v. at the end of the Hire Period or on earlier termination of this agreement allow us or our authorised representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment;
- vi. not do or permit anything to be done which could invalidate the insurance on the Equipment.
- vii. Not affix or suspend any object from the Equipment unless we have agreed this with you in writing.

14. OWNERS RESPONSIBILITY

- i. We confirm that we will not, other than to exercise our rights under these Terms or any applicable law, interfere with your possession or use of the Equipment during the Hire Period.
- ii. We shall dismantle and remove the Equipment from the Site as soon as possible after the end of the Hire Period but time shall not be of the essence for us to do so. Until such time as the Equipment has been removed, the Equipment shall continue to be the responsibility of the Hirer.
- iii. It is the responsibility of the hirer to negotiate flexibility of time for erection and take down of the equipment if the weather conditions are deemed unsafe for either at the original arranged time.

15. PAYMENT

- i. A deposit of 25% of the total booking fee is required to secure any bookings further than 45 days in advance. This deposit is non-refundable. Should the booking be made less than 45 days before the date of hire, the balance of the hire is due in full to secure the booking.
- ii. Balance in full is due no later than 45 days before the Hire Period begins, unless agreed otherwise by both parties in writing. If the remaining balance is not settled by this date, the Hirer reserves the right to cancel the booking without a deposit refund.

16. CANCELLATION

- i. We may terminate and end the Contract at any time by writing to you if;
- ii. Bookings cancelled more than 45 days before the Hire Period starts shall be refunded in full, less the deposit paid to secure the booking. Bookings cancelled less than 45 days before the Hire Period starts, will not be refunded in any part.
- iii. you do not, within a reasonable time of us asking for it, provide us with information we reasonably require from you
- iv. you do not make payment of the Deposit on time
- v. you advise us of a change to the Site Plan which we are unable to reasonably accommodate

- vi. there is not adequate access to the Site
- vii. you do not provide us with a Site Plan when we have asked you to do so
- viii. we find that the Site is not clear of objects and debris and it is not reasonably possible for us to erect the Equipment
- ix. you are made bankrupt or you suspend, or threaten to suspend, payment of debts due to your creditors; or
- x. where you are not a Consumer, and you are a company or limited liability partnership, and are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986.

17. FORCE MAJEURE

i. While every effort will be made by the Tribeca Tipis to fulfil a Hire Agreement, the full performance of it is subject to variation or

cancellation by the Owner consequent upon act of god, war, strikes, riots, lock-outs or other labour disturbances, fire, flood, restrictions on the use of transport, fuel or power, requisitioning, shortage of material or transport or labour or any other cause beyond the control of the company. The Owner is not obliged to compensate the Hirer in the event of cancellations or amendments due to above conditions.

18. INSURANCE

i. The client shall be responsible for and indemnify the company against any loss of or damage to all hired equipment

whatsoever the cause. The client must provide to the company proof of having arranged insurance in their name for their hired equipment at least seven days prior to the delivery date of the equipment. Upon payment of the 'Damage Waiver Fee' referred to on the invoice then the above clause (18) will not apply. Please note that the client will be responsible for and will indemnify the company against any loss of or damage to all hired equipment resulting from their negligence or legal liability. In all cases the client is responsible for the first £500 of any claim.

19. ACCEPTANCE OF TERMS

- i. A signed booking form constitutes acceptance of above terms, unless otherwise agreed in writing.
- ii. Terms shall be governed by English law.