

Chichester Stretch Marquees - Terms & Conditions

DEFINITIONS

'Balance' means the balance monies payable by the Client to the Company, including the Hire Charge and any relevant administration, delivery and/or assessment fee, in accordance with Clause 6 of these Terms and Conditions.

'Booking Form' is the form issued by the Company to the Client containing details of the Equipment, Period of Hire and Hire Charge, including any revised Booking Form issued by the Company in accordance with these Terms and Conditions.

'CSM Equipment' means the Tent(s) and any other materials specified as being "CSM Equipment" in the Booking Form.

'Company' means Chichester Stretch Marquees, (part of Stylishouse Events Ltd.) company number. 13536846 whose registered office is at The Barn, Main Road, Nutbourne, West Sussex, United Kingdom, PO18 8XA .

'Client' is the person hiring the Equipment from the Company, as identified on the Booking Form.

'Deposit' means the deposit monies payable by the Client on submitting the completed Booking Form to the Company, including the Hire Charge and any relevant administration, delivery and/or assessment fee, as stated in the Booking Form payable in accordance with these Terms and Conditions.

'Dismantle Date' means the provisional date set out in the Booking Confirmation that the Equipment is to be dismantled at the Site, as notified to the Client according to these Terms and Conditions.

'Equipment' means the CSM Equipment and any Third Party Equipment specified on the Booking Form.

'Event' means the event organised and/or held by or on behalf of the Client (if applicable) for which the Equipment is being hired under these Terms and Conditions.

'Hire Charge' is the amount payable by the Client to the Company as specified on the Booking Form for the hire of the Equipment (exclusive of any applicable administration, delivery and/or assessment fees, or fees for Services), payable in accordance with these Terms and Conditions.

'Period of Hire' is the period between completing the erection of the Equipment and beginning the dismantling of the Equipment at the Site, as detailed in the Booking Confirmation, or as confirmed by the Company to the Client in accordance with these Terms and Conditions.

'Quotation' means any quotation document issued by the Company for the provision of Services to the Client, including any revised Quotation issued by the Company on request of the Client.

'Services' means the hire services for the Equipment, together with any other consultancy, delivery and/or assessment services provided to the Client by the Company, as detailed in the Booking Form and as set out in these Terms and Conditions.

'Set-Up Date' means the provisional set-up date set out in the Booking Confirmation that the Equipment is to be set up at the Site.

'Site' means the place where Equipment is to be delivered to the Client by the Company, as detailed on the Booking Form.

'Tent(s)' means the tents owned and/or licensed to the Company for hire to Clients under these Terms and Conditions.

'Third Party Equipment' means the equipment belonging to a third party which is hired by that third party to the Client under their own terms of hire, which are detailed on the Booking Form and for which payment of the hire fee for such equipment is made to the Company (acting as the third party's agent) in accordance with the payments for Equipment as part of the Hire Charge, detailed in these Terms and Conditions.

1. CONDITIONS

- a) Unless stated in writing all bookings are accepted subject to these Terms and Conditions and the Client by authorising or allowing the Company to proceed in providing the Services is deemed to have acknowledged this. If the Company arranges on behalf of the

Client the provision of Third Party Equipment, the Client acknowledges and accepts any additional terms and conditions of third party suppliers that apply to that Third Party Equipment by signature to the Booking Form.

- b) If the Company issues a Quotation to the Client for the provision of Services, the Quotation shall be valid for a period of one (1) month from the date of the Quotation, unless otherwise notified to the Client by the Company on the Quotation or on written notice. If the Client agrees to the Quotation, then the Company shall issue a Booking Form and the Client shall submit a signed Booking Form to the Company, together with payment of the Deposit, which shall be deemed as the Client's offer to the Company to be provided with the Equipment and/or the Services on these Terms and Conditions and the terms of hire of any relevant third party in respect of any Third Party Equipment. The Company may then accept the Client's offer (at its entire discretion), by sending to the Client confirmation of the Client's booking ("Booking Confirmation"). Upon the issue by the Company of a Booking Confirmation to the Client, a contract shall come into existence between the Client and the Company for the provision of the BWT Equipment and with any relevant third party in respect of any Third Party Equipment.

2. COMPANY UNDERTAKINGS

Upon the contract for provision of Services commencing in accordance with Clause 1.2, the Company agrees to:

- a) provide the Client with a confirmed Set Up Date and Dismantle Date no later than one (1) month before the Event.
- b) deliver the Equipment (or arrange for the Third Party Equipment to be delivered) and proceed to erect it (or arrange for a third party to erect it) on or before the Set-Up Date shown on the Booking Confirmation, or as notified to the Client by the Company in accordance with Clause 2a), or to the Client by the Company in circumstances set out in Clause 8b).
- c) dismantle and remove the Equipment from the Site on or after the Dismantle Date shown on the Booking Confirmation, or as notified to the Client by the Company in accordance with Clause 2a) , or to the Client by the Company in circumstances set out in Clause 8b).

3. CLIENT UNDERTAKINGS

Upon the contract for provision of Services commencing in accordance with Clause 1.2, the Client agrees:

- a) to pay the Deposit together with any other fees specified on the Booking Form, together with the Balance applicable for all Equipment and Services, in accordance with Clause 6 of these Terms and Conditions. The Company reserves the right not to provide the Equipment should payment of the Hire Charge and other fees stated in the Booking Confirmation are not be received in full and cleared funds.
- b) to pay interest on all monies outstanding at the rate of 4% per annum above the base rate of the Royal Bank of England from time to time in force, accruing daily until settlement of the outstanding sums have been paid.
- c) to provide the Company with either a plan showing the position in which the Equipment is to be erected at the Site and all underground services that are required to be connected at the Site underneath or surrounding the Equipment and any apparent obstacles, or to make available a representative on the Site for that purpose. The Client must also ensure that it provides information relating to connecting services and any special requests relating to the erection and/or use of the Equipment on the Booking Form. In the absence of such information and/or representative assistance at the Site, then the Company having erected the Equipment where it thinks fit shall be deemed to have provided the Services and completed its obligations under the contract. The Client and not the Company will be responsible for any damage to underground cables, pipes or other connections to services.

- d) to obtain permits, licenses and/or consent from any authorities or other third parties who are or may be concerned in relation to the Site and/or the erection of and/or dismantling of the Equipment and to make applications where necessary to the Planning Authority, District Surveyor, Police, Fire Brigade and any similar authority or organisation. Any costs incurred in making such applications, delays caused or modifications required in the provision of the Services arising from the absence or misrepresentation of all such necessary permissions, licenses, consents and/or permits shall be payable to the Company by the Client.
- e) where appropriate, to obtain a license from the Local Authority in relation to the erection and/or dismantling of the Equipment. 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 Client shall be notified and the contract under these Terms and Conditions shall be deemed to have been cancelled by the Client.
- f) if any part of the Equipment includes electrical apparatus or requires a power source in order to work, to provide such power points or supply of power/electricity and other services as may be reasonably required by the Company within at least 50 metres of the proposed location of the Equipment, unless an alternative distance is specified in the Booking Confirmation.
- g) to comply with all reasonable requests and / or directions of the Company (or its appointed representative(s)) in relation to the erection and dismantling of the Equipment.
- h) not to enter the Tent(s) whilst it is being erected or dismantled by the Company and/or to touch or tamper with the Equipment unless the Company provides its explicit prior written permission.
- i) to keep any part of the Equipment that is a Tent completely secure
- j) not to use any lighting, heating, cooking or other gas or electrical appliances of any kind in or around the Equipment without the prior written consent of the Company.
- k) not to light, or allow to be lit, any fire, candle or other naked flame within or close to the Equipment (including, without limitation, any cigarettes, cigars or other tobacco to be lit) without the prior written consent of the Company.
- l) the client will not move the fireplace and only fires supplied by the Company must be used.
- m) the client must appoint a single person, not under the influence of alcohol or drugs, who will be responsible for the safe use of the fire and extinguish it fully before the structure is vacated at the end of the event.
- n) not to tamper with the structure or any part of the Equipment and in particular not to affix or suspend from the Equipment any item whatsoever without the Company's prior written consent.
- o) not to sub-let, lend or otherwise part with the possession of the Equipment in any way, or permit any lien or other pledge of credit or security to be taken over the Equipment. The Client acknowledges that the Equipment remains the property of the Company or the third party suppliers identified in the Booking Confirmation at all times.

4. VARIATIONS

- a) The Hire Charge and other fees payable under these Terms & Conditions are based on the assumption that the Client provides a firm and level Site of turf (or some other material not impervious to stakes and able to absorb rainwater) and is served by a firm access road adjacent to the Site with adequate hard-standing for commercial vehicles is free from flooding, trees and overhead obstruction. If this is not the case or if the Client wishes the Company to erect the Equipment in a different position on the Site to the one indicated by the Client to the Company at the time of booking and in either event the costs to the Company are subsequently increased by reason of increase in labour costs or any other factor, the Company may increase the Hire Charge and other relevant fees (including the

cost of delivery) in accordance with the Company's published price list and hourly labour rates then in force.

- b) The Company will use all reasonable endeavours to supply the Client with the Equipment as requested, but where this is not possible, the Company will notify the Client as soon as possible with any alterations to the design and specifications of the Equipment and where alteration is fundamental to the Client, the Client may terminate this contract and any Deposit paid by the Client in respect of the Hire Charge will be refunded.
- c) The Client may wish to remove Equipment booked with the Company following a Booking Confirmation being released under Clause 1. If items of Equipment can be removed early in the booking process (depending on how close to the Set-Up Date a booking is made) then the Client may be able to remove items of Equipment without incurring a cancellation charge in accordance with Clauses 7d) and 7e). However, if the Company has become subject to deposit or initial payments in respect of such Equipment, then the cancellation charges under Clauses 7d) and 7e) shall apply.
- d) If the Client wishes to add Equipment to be hired, then the Company shall issue a revised Booking Form detailing the additional Equipment to be hired, together with a revised Hire Charge (and a revised Deposit, if applicable, which shall be payable by the Client by the dates specified in the revised Booking Form), which shall be the revised confirmed booking of the Client for the Equipment, subject to these Terms and Conditions.

5. LOSS OR DAMAGE OR EXCESSIVE SOILING

- a) The Client shall throughout the Period of Hire be responsible for the maintenance and safe custody of the Equipment. The Client shall not use the Equipment for any purposes which have not been notified to the Company and/or for any purposes that have not been agreed with the Company prior to the Set-Up Date.
- 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) Subject to Clauses 5f) and 5g), the Client shall be responsible for and indemnify the Company against any loss of or damage to all hired Equipment for any accidental damage, excessive soiling and/or fire damage or destruction of the Equipment.
- d) The Client shall be responsible for and indemnify the Company against any loss of or damage to all hired Equipment for any willful damage or destruction of the Equipment, theft or arson causing damage or destruction of the Equipment.
- e) Subject to Clauses 5f) and 5g), the Client must provide to the Company proof of having arranged suitable insurance in their name for the hired Equipment at least seven (7) days prior to the Set-Up Date of the Equipment.
- f) If the Client pays the "Insurance Waiver Fee" referred to on the Booking Form, then the above Clauses 5c) and 5e) will not apply in so far as any accidental damage is caused to the CSM Equipment only, but the Client will remain responsible for losses in respect of Third Party Equipment under the relevant third party's terms of hire. The Insurance Waiver Fee is not refundable and payment of any such Insurance Waiver Fee shall not constitute a premium for any form of insurance products or guarantee and is not a substitute for events insurance or wedding insurance, which the Client is fully responsible for obtaining and paying for.
- g) The Client shall also fully and effectively indemnify the Company in respect of any losses, claims, damages and/or expenses arising out of or in connection with the movement of the Equipment by the Client or any person who is not specifically authorized by the Company to dismantle and/or move the Equipment in any way.

6. HIRE CHARGE, SERVICE FEES AND PAYMENT

- a) Where a Deposit has been paid in accordance with Clause 3a), the Balance shall be payable two days prior to the Set-Up Date, with our invoice for the balance being sent to the Company one week prior to the Set-Up Date.

weeks prior to the Set-Up Date then the Company shall be entitled to charge the entire Hire Charge and all other relevant fees in one payment from the Client.

- b) The Hire Charge does not include making good any repairs to the Site required following the location of the Equipment and/or the erection / dismantling of the Equipment, unless caused by the negligence of the Company's servants, agents or contractors.
- c) All sums payable under this contract are exclusive of VAT and other duties or taxes, which shall be payable in addition to such sums on the production of a valid VAT invoice by the Company.

7. CANCELLATION

- a) Either party shall have the right to terminate this Contract without penalty within seven (7) days from the date of the Booking Confirmation under Clause 1b), 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. This right to cancel cannot be exercised by the Client if the provision of the Services have commenced within the seven (7) day period and any such purported cancellation will invoke the refund provisions set out in Clauses 7b)-e).
- b) Once the seven (7) days referred to in Clause 7a) have passed, should either party purport to cancel the contract, compensation will be paid of 50% of the Hire Charge and any other relevant administration fees (save for the assessment fee which shall be fully payable if the generator assessment services have been provided under Clause 5c)), save that if it is cancelled within 60 days prior to the Set-Up Date shown on the Booking Confirmation, the compensation payable will be 100% of the Hire Charge.
- c) If the Client cancels this contract pursuant to Clause 7b) and the Company is able to re-hire the Equipment then the Client shall not be required to pay the full cancellation charge, but an administration charge based on the costs incurred by the Company in re-hiring the Equipment shall be payable, which in any event shall not exceed 25% of the Hire Charge, together with the payment of any relevant assessment fee.
- d) Subject to Clause 4c), if the Client wishes to cancel specific items of Equipment from the contract prior to the Set-Up Date shown on the Booking Confirmation, the cancellation charge will be 50% of the current Hire Charge, save that if it is cancelled within 60 days prior to the Set-Up Date shown on the Booking Confirmation the compensation will be 100% of the Hire Charge, together with the payment of any relevant assessment fee and/or administration charges.
- e) Subject to Clause 4c), if the Client cancels specific items of Equipment pursuant to Clause 7d) and the Company is able to re-hire the Equipment then the Client shall not be required to pay the full cancellation charge (unless any third party terms and conditions of hire require retention by that third party of the full cost of hiring that part of the Equipment), but an administration charge based on the costs incurred by the Company in re-hiring the Equipment shall be payable, which in any event shall not exceed 20% of the Hire Charge, together with the payment of any relevant assessment fee.
- f) The Company shall be entitled to terminate the contract with the Client if the Client fails to make payment of the Hire Charges, and all other relevant fees and charges in accordance with these Terms and Conditions, including (but not limited to) payment of the Balance within the time period for payment in accordance with Clause 6.
- g) The Company shall also be entitled to terminate the contract with the Client if the Client commits a material breach of these Terms and Conditions (such material breach not being remedied by the Client within 14 days of the date of the Company sending written notice of such material breach to the Client), or immediately on written notice if the Client becomes bankrupt, insolvent or unable to pay its debts.

8. EXCLUSION OF LIABILITY

- a) The Company will make every effort to complete the erection of the Equipment on or before the Set-Up Date shown on the Booking Confirmation provided that the Client has complied with the undertakings set out in these Terms and Conditions. If the Equipment is not erected on or before the Set-Up Date shown on the Booking Confirmation, the Client shall have the right to withdraw from the contract and the Company shall return all monies paid by the Client, but shall not be liable for any further costs, expenses, losses or other damages that the Client may incur as a result of the Equipment not being erected on or before the date of the Event, nor for any additional liability or compensation to the Client whatsoever (including, but not limited to, the cost of a replacement contractor providing alternative equipment, or for any loss of enjoyment in respect of such cancellation).
- b) If the Equipment is not erected (or is delayed in becoming erected) because of circumstances beyond the Company's reasonable control (including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, fire, flood, adverse weather conditions, natural disasters, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining suppliers of adequate or suitable materials or service supplies), the Company shall not be liable to pay any compensation to the Client and the Client shall only be entitled to a refund of monies paid to the Company by the Client (excluding any deposits or hire costs that are non-refundable, including any deposits payable in respect of Third Party Equipment which are non-refundable) in such an event.
- c) The Company will take all reasonable care to avoid damage to the Clients' own equipment but cannot be responsible for any loss suffered by the Client in respect thereof other than as a result of the negligence of the Company's servants, agents or contractors.
- d) The Company shall not be liable for any indirect or consequential loss or damage including (but not limited to) loss of business or profits, loss of goodwill, loss of contracts or loss of enjoyment sustained by the Client in any circumstances.
- e) Nothing in these Terms and Conditions shall exclude or limit either party's liability for negligent acts or omissions which cause death or personal injury, or for any fraudulent misrepresentation, or for any other liability that cannot be excluded by law.
- f) Except for claims under Clause 8e) above, the liability of the Company to the Client for breach of these Terms and Conditions or negligence or otherwise shall be limited to a maximum of the Hire Charge, together with the assessment fee, paid by the Client to the Company under these Terms and Conditions.

9. THIRD PARTY LIABILITY

The Company will not be responsible for and the Client will indemnify the Company against all claims, losses or damages arising out of or in connection with the breach of these Terms and Conditions by the Client or any of its representatives, agents, employees, sub-contractors, guests or other third parties for the injury to persons or loss or damage to property (including, but not limited to, Third Party Equipment) howsoever caused unless it be proved that such injury or damage was caused by faulty material or workmanship or negligence on the part of the Company.

10. CONFIDENTIALITY AND DATA PROTECTION

- a) The parties agree to keep confidential any information disclosed to the other party where such information is specifically highlighted as being confidential information (“Confidential Information”). The obligations of confidentiality shall continue for as long as the Confidential Information remains confidential, unless any disclosure of the Confidential Information is required in order for a party to comply with its obligations under these Terms and Conditions, or if the Confidential Information is required to be disclosed as a matter of law.
- b) The Company collects, stores and processes personal data in accordance with its **Privacy Policy**.

11. GENERAL

- a) Any failure or delay by the Company in enforcing or exercising any of the terms of rights or powers arising under these Terms and Conditions shall not constitute a waiver of those terms or rights or powers and shall not affect the Company's right to enforce or exercise them at some later stage.
- b) If for any reason any of these Terms and Conditions are held to be illegal and/or unenforceable then the remainder of the Terms and Conditions will continue in force but without those particular conditions.
- c) Any notices to be served in accordance with these Terms and Conditions must be served personally or by ordinary First Class mail or facsimile. All invoices and notices served by the Company will be sent to the Client at the address on the Booking Form or such other address that has been notified to the Company in writing. All notices to be served by the Client shall be sent to our registered office address and such notices shall be deemed to take effect only when acknowledged by the Company in writing.
- d) Any legal costs, expenses or charges incurred by the Company in recovering any outstanding payments shall be paid by the Client on a full indemnity basis.
- e) The parties acknowledge and agree that in entering into this contract that they do not rely on any undertaking, promise, assurance, statement, representation, warranting or understanding (whether in writing or not) of any person (whether party to the contract or not) relating to the subject matter of this contract other than as expressly set out in this contract. Nothing shall limit or exclude either party's liability for fraud or fraudulent misrepresentation.
- e) The parties to these Terms and Conditions do not intend that any term of the contract between the parties subject to the Terms and Conditions shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- f) These Terms and Conditions are subject to and interpreted in accordance with the Laws of England and Wales and the parties hereby submit to exclusive jurisdiction of the English Courts.