



TOTEM TIPI Terms and Conditions

DEFINITIONS

'Company' means Totem Tipi Ltd whose registered address is located at 17 Millgate, Richmond, North Yorkshire, DL10 4JN..

'Client' is the person hiring the Equipment from the Company.

'Equipment' is the tent(s) and other materials specified on the Booking Form and nothing else.

'Period of Hire' is the period between completing the setup of the Equipment and beginning the dismantling.

'Hire Charge' is the amount payable by the Client to the Company as specified on the Booking Form.

'Booking Form' is the form issued by the Company to the Client containing details of the Equipment and Hire Charge.

'Invoice' is the invoice or invoices issued by the Company to the Client in relation to the Booking Form.

1. CONDITIONS

Unless stated in writing all orders are accepted subject to the Terms and Conditions of hiring stated below and the Client by authorising or allowing work to proceed is deemed to have acknowledged this.

2. THE COMPANY UNDERTAKES:

To deliver the Equipment and proceed to erect it on or before the agreed setup date.

To dismantle and remove the equipment from the site on or after the agreed dismantling date.

3. THE CLIENT UNDERTAKES:

To pay the deposit and to pay the balance in accordance with the Invoice. The Company reserves the right not to provide the equipment should payment not be received.

To pay interest on all monies outstanding at the rate of 4% per annum above the base rate.

To provide the Company with either a plan showing the position in which the equipment is to be erected and all underground services and any apparent obstacles or to make available a representative on the site for that purpose. In the absence of both then the Company having erected the equipment where it thinks fit shall be deemed to have completed the contract. In any event, the Client and not the Company will be responsible for any damage to underground cables or pipes.

To obtain permits from any authorities who are or may be concerned and to make 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 the Company by the Client.

Where appropriate to obtain a licence from the Local Authority. Any requirements under the licence 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 shall be deemed to have been cancelled by the Client.

If any part of the Equipment includes electrical apparatus to provide such power points or supply as may be reasonably required by the Company within 15 metres of the Equipment.

Not to enter the Equipment whilst it is being erected or dismantled by the Company.

To keep any part of the Equipment that is a tent completely closed and secure and in particular any door fastened when not in use.

Not to use any lighting, heating, cooking or other gas or electrical appliances of any kind without the prior written consent of the Company.

Not to light, or allow to be lit, any fire, candle or other naked flame within or close to the Equipment without the prior written consent of the Company. 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.

4. VARIATIONS

The Hire Charge is 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 price in accordance with the Company's published price list and hourly labour rates then in force.

The Company will use all reasonable endeavours to supply the Client with the Equipment 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 the Client may terminate this contract and any deposit paid will be refunded.

5. LOSS OR DAMAGE OR EXCESSIVE SOILING

The Client shall throughout the Period of Hire be responsible for the maintenance and safe custody of the Equipment.

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.

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 the company proof of having arranged insurance in their name for the hired equipment at least seven days prior to the delivery date of the equipment.

If a Damage Waiver Fee is included on the Booking Form then upon payment of the Damage Waiver Fee the above clauses 5c and 5d will not apply but the client will remain responsible for the first £500 of any loss and for any loss or damage resulting from their negligence or legal liability.

6. UNDERSTANDING

The Hire Charge does not include making good any repairs to the Site unless caused by the negligence of the Company's servants, agents or contractors.

All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes. Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.

7. CANCELLATION

Either party shall have the right to terminate this Contract without penalty within seven days from the date hereof 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.

Once the seven days referred to in the preceding clause has passed should either party cancel the contract compensation will be paid of 50% of the Hire Charge save that if it is cancelled within 28 days prior to the Set Up date shown on the Booking Form the compensation will be the Hire Charge.

If the Client cancels pursuant to the preceding clause and the Company is able to re-let the Equipment then the Client shall not pay the full cancellation charge but an administration charge based on the costs incurred by the Company in re-letting the

Equipment which in any event shall not exceed 20% of the Hire Charge.

In the event of having to postpone the event, if the Company can move the booking to another available date then no additional charge will be incurred.

8. EXCLUSION OF LIABILITY

The Company will make every effort to complete the erection of the Equipment on or before the Set Up date shown on the Booking Form provided that the Client has complied with the undertakings set out above. If the Equipment is not erected on or before the Set Up date shown on the Booking Form the Client shall have the right to withdraw and the Company shall return all monies paid. If the Equipment is not erected because of delays due to weather or other circumstances beyond its reasonable control the Company shall not be liable to pay further compensation to the Client.

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.

9. THIRD PARTY LIABILITY

The Company will not be responsible for and the Client will indemnify the Company against all claims for the injury to persons or loss or damage to property 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.