

## Terms and Conditions

These Contract Terms and Conditions are legally binding and contain the Agreement between The Client and Faraway Hideaway (The Owner) relating the hiring and occupation of Bell Tents and/or the hiring of Equipment.

A booking by The Client together with these Contract Terms and Conditions (communicated in writing, in person or electronically) of the booking will constitute the Clients acceptance of, and agreement to be bound by, their contents. Contract Terms and Conditions (The Agreement) may only be amended to the extent agreed in writing by The Owner.

## Definitions

THE COMPANY' is Faraway Hideaway.

'THE CLIENT' is the person hiring the equipment from the Company and whose name appears on the booking form. The CLIENT must be at least 18 years of age. 'THE PERIOD OF HIRE' means the time commencing with the arrival of the equipment onsite, and terminating when the equipment is removed by the Company. 'A BOOKING' is the contract entered into by the Client and the Company. 'SECURITY DEPOSIT' means a £100 returnable security deposit that will be taken from the Client at time of booking that will be returned or reimbursed to The Client within 7 days of the hire period, upon the hire equipment being in good order, there are no missing items or excessive cleaning required once the hire period is complete. 'THE EQUIPMENT' is the bell tent/s furnishing provided by the Company for the use of the Client. 'HIRE CHARGES' is the total amount due under the invoice including delivery, assembly, installation, disassembly and collection of the equipment.

These terms and conditions apply to all contracts entered into between the Company and the Client unless expressly stated otherwise by the Company and upon payment of the deposit the Client is deemed to have accepted them. Any offer of equipment is subject to stock being available on receipt of a deposit at time of booking.

## 1.CONDITIONS

No verbal representations or arrangements are recognised by The Company.

A booking may only be deemed valid once The Client is in receipt of a Booking Form and the Agreement from the Company.

The Company will provide a Booking Form and Agreement subject to availability and upon full receipt of the Hire Charge and Security Deposit from The Client.

A non-refundable deposit of 25% of the total hire cost is payable on booking.

The balance plus a returnable security deposit of £100 per tent is payable 5 weeks before the delivery date stipulated in the booking form.

Bookings received less than 5 weeks in advance of arrival will require payment to be sent in full to secure the booking.

Notice of cancellation of the booking by the Client must be provided to the Company to be received not less than 5 weeks prior to delivery.

Cancellation of less than 5 weeks prior to the hire period will result in 100% of the hire charge being forfeited. You may wish to obtain travel insurance to cover this.

The security deposit covers damage, breakages or extra cleaning that may be required.

This will be returned within seven days of departure, minus deductions if applicable, which will be fully itemised.

## 2.SITE

The Hire charges are based on the assumption that the site is a flat level firm ground with easy access for motor transport, and that no drains, cables or other services are buried

beneath the surface or otherwise concealed. The Hire charges do not include any making good or repairing of damage to the site. The Client is required to provide the Company 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 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. The Client should never presume that any other equipment is included in the Hire other than what is stated in the Company's booking forms and related website, specific to their booking. The Client is required to select a site that is not susceptible to bogginess or has poor drainage. Any flooding caused is the responsibility of the Client. The Client must ensure that any obstructions to the site are removed before The Company arrives. This includes plants, shrubs, trees, vehicles and other materials. The Company reserves the right to apply a discretionary surcharge if obstructions prevent work from commencing. The Client must consider and is responsible for making suitable arrangements for access by people with disabilities and emergency services. If on arrival to site the carry from point of parking to point of erection is found to be greater than 20 metres a surcharge may be applied. Appropriate provision of parking must be supplied and all parking costs (if any), must be paid for by the Client in advance of The Company arriving on site.

### 3. DELAY OR FAILURE BY THE COMPANY TO COMPLETE THE CONTRACT

The Company will use its best endeavours to supply the Client with the equipment ordered 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. In the unfortunate event that we have to cancel your event due to Force Majeure, including high winds that make it impossible to set the tents up or heavy rain making the ground too wet to make the tents safe we will offer you a different date with the same package, amount of guests, tents and distance. We have no control over the weather and we will always assess the situation for the safety of our customers, however we are not obliged to offer you a refund.

### 4. LIMITATION OF LIABILITY OF THE COMPANY

In the event that the Company fails to fulfil any terms of the hire contract the Company's liability is limited to refund or cancellation of any hire charge and in no circumstances will the Company be liable for any indirect, special or consequential loss or damage (whether loss of profit or otherwise), costs, expenses or other claim whatsoever which arises out of or in connection with the hire of the equipment. The Company's entire liability under and in connection with the hire contract shall not exceed the amount of the hire charge. The Company shall not be liable for damage or loss of any of the equipment. Your statutory rights are not affected.

### 5. PAYMENT

Payments must be made in accordance with the terms stated in the Company's quotation. Should settlement not be made by the Hire date then interest will be charged at 4 % per annum above the base rate of the National Westminster Bank Plc.

### 6. LOSS OR DAMAGE

The Client shall during the period of Hire be responsible for the maintenance and safe custody of the Company's equipment from completion of erection until dismantling. 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

leave the Equipment in a clean and tidy state; a reasonable surcharge will be applied for cleaning if it is not and will be deducted from the security deposit and / or charged directly to the Client

## 7.INSURANCE

The insurance provided by the Company covers the equipment against: Theft, Vandalism, Fire and explosion, Storm and tempest. The risk for any exclusions under the Companies insurance passes to the Client on delivery of the Equipment.

## 8. THE CLIENTS RESPONSIBILITY

The Client must accept full responsibility for all equipment and accessories provided; The Client shall keep the Equipment in a good condition and not subject it to any misuse or wear and tear over that consistent with normal and reasonable use. Maintaining where applicable the manufacturers' recommendations;

The Equipment should not be altered, modified or adjusted without The Owners' prior consent;

The Client is responsible for reading carefully and adhering to the safety and operating instructions for the hire of the equipment; should any of these operating and safety instructions be understood, The Client agrees not to use the equipment until having a complete and full understanding of how to safely operate the hire equipment;

The Client must be aware that any injury or damage caused by disregarding the safety guidelines is entirely the fault of The Client;

The Client should not use cooking or other gas appliances of any kind inside the tent;

The Client should also not use naked flames over and above what is provided by Faraway Hideaway. Careful due care and attention must be observed at all times by the Client;

The Client must be aware that any goods other than Faraway Hideaway products will not be accepted as replacement under any circumstances;

It is the responsibility of The Client to ensure that all possible steps are taken to avoid injury

The Client should not enter the equipment whilst the Company is erecting it.

The Client should keep any part of the equipment that is a framed structure or a tent completely closed and secure while not in use during the period of Hire.

The Client is responsible for any damage and loss caused to the equipment regardless of culpability, and therefore should the security deposit be insufficient to cover costs incurred by the Company, the Client will be liable for all costs associated with this damage.

No animals are allowed inside the Company's tents, without the previous consent in writing of the Company.

No smoking is allowed inside the Company's tents.

The Client agrees that the Company, its Agents, Officers or Employees, accept no liability for any personal injury or damage to any persons or property suffered during the period of your usage. Your statutory rights are not affected.

The Client will be responsible for any additional costs incurred to the company as a result of any booked equipment not being able to be erected/laid due to incorrect measurements, varying height levels or undisclosed site complications of which the company were not informed in writing.

The Client will be responsible for any costs incurred by the company due to changes being requested once the erecting of tents has begun.

## 10.OWNERSHIP

All equipment remains at all times the property of the Company. The Client may not sub-hire or part with possession of the equipment or any part of it and may not allow any lien or encumbrance to be created over the equipment.

#### 11.LIABILITY TO THIRD PARTIES

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; The Client expressly acknowledges that the Company are not the original manufacturer or supplier of the equipment. The Company accepts no liability for any injury or death from any claim or proceedings arising from this contract with The Client

#### 12.FORCE MAJEURE

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; Failure in the transportation of equipment, machinery or personnel or in the provision of any utility including power, gas, water, or communication services.

#### 13.GOVERNING LAW

The Agreement shall be construed in accordance with the law of the United Kingdom and any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the courts of United Kingdom;

#### 14. CANCELLATION

Should the Client wish to terminate the contract then the following compensation rates will be charged to the Client by the Company.

100% of the Hire price for notice less than 5 weeks prior to the Hire period. 25% of the Hire price for notice more than 5 weeks prior to the Hire period.

#### 15. CONFIDENTIALITY

The Owner will hold the client's data securely and not pass his/her personal information on to any other third party unless demanded and required to under the law of the United Kingdom

#### OTHER

The Company reserves the right to amend their website and terms and conditions at any time, without prior notice, the Clients obligations not being limited to the above.

The contract will be terminated in the event of non-payment, or if there is a breach of the terms and conditions.

If any clause is deemed invalid it will not affect the rest of the terms and conditions.