Stonehenge Bell Tents Terms & Conditions

Definitions:

Stonehenge Bell Tents (*SBT*) means Susan Grant and William Grant Trading as Stonehenge Bell Tents Contact: info@stonehengebelltents.co.uk 07973 265419 Address: Summerfield House, Berwick St James, Salisbury Wiltshire SP3 4TQ

The Hirer is the person or persons or Company hiring the equipment from SBT Equipment includes the bell tent(s) and its contents and external decoration provided by SBT The period of hire is stated on booking and includes the period after completion of the set up and before dismantling of the equipment

The set up date is the date when the equipment will be erected and set up ready for use.

The *hire charge* is the amount stated in communications and on the payment invoice for the period of hire.

Stonehenge Campsite is located at the same address and is the camping area defined on www.stonehengecamping.co.uk

The Solstice Festival is the Festival located at Stonehenge Campsite on and around the summer solstice in June

Undertakings

SBT undertakes to provide the equipment requested following booking and payment and to deliver and erect it on or before the set up date. SBT will also dismantle and remove the equipment on or after the date agreed with the Hirer.

The Hirer will provide SBT with a detailed plan showing where the equipment is to be erected and/or to have a representative with authority to provide this information on site at the time of delivery and erection of the Bell Tents. If the hirer fails to provide this information the hirer accepts that SBT will use best endevours to position the equipment in a suitable location. If it is not reasonable to ascertain a suitable location SBT may not be able to erect the Bell Tents and in which case a surcharge may be applied.

The Hirer will ensure that any site (away from Stonehenge Campsite) has suitable easy access for a commercial vehicle; suitable for delivery and collection and removal of the equipment. If the access is not suitable SBT may not be able to make delivery in which case a surcharge may be applied.

The Hirer will ensure the any site (away from Stonehenge Campsite) has suitable ground ie firm, level and flat. SBT reserves the right to refuse to erect equipment on unsuitable ground.

The Hirer will not attempt to use any equipment until SBT have finished erecting the said equipment.

If the Hirer requests removal of any or all of the equipment before the end of the Hire period a surcharge may be applied. SBT reserves the right to refuse to remove any equipment before the end of the hire period.

The Hirer will ensure that SBT is advised of any service cables, drains or pipes or any obstacles in any area that SBT has access to. The Hirer will provide a map if requested. SBT accepts no liability for any damage to any cables, drains pipes, obstacles or third party property.

The Hirer will only use the equipment provided for the purposes agreed and always in a safe and correct manner. The Hirer will not alter the equipment nor climb on, nor suspend or attach anything from or to the equipment without the consent of SBT.

The Hirer will keep the tent completely closed and attach any door fastenings when not in use and will ensure that all equipment provided is secured inside the tent when not in use.

No dogs or cats or any animals are allowed inside the tent, or tied to the tent, or the equipment at any time unless with the specific prior written/emailed authority of SBT.

No additional heating, cooking or lighting equipment of any kind may be put in side nor suspended on the outside of the SBT equipment.

The Hirer will not light a fire or candle or any naked flame in the Bell Tent. No smoking or vaping is allowed in the Bell Tent

The Hirer will not light a fire, or candle, any naked flame nor smoke nor vape within 3 meters of the Bell Tent without the prior written/email/text consent of SBT. If consent is given the Hirer must continually appraise the safety of this action, taking into account all relevant safety factors. If the Hirer receives written consent for the use of a naked flame within 3 meters of the Bell Tent the Hirer will not leave the naked flame unattended at any time and will ensure that it is properly extinguished.

Any loss, theft damage or injury must be reported to SBT immediately: Susan Grant 07973 265419

The Hirer or any third party will not attempt to repair any damage nor replace any loss without first discussing with SBT and receiving SBTs express authority to carry out any repairs in writing/email.

The Hirer undertakes to behave in a legal, proper and appropriate manner, to abide by any campsite rules and to show due respect to the campsite owner, other campers, neighbours, flora and fauna in the area. In any case The Hirer will endeavor to keep noise levels to a minimum after 11pm and not to pay amplified music which is audible to any other campers or neighbours, at any time.

The Hirer will follow the conduct, damage limitation and health and safety guidelines above. If the Hirer or any member of their party behaves inappropriately or illegally the Campsite and/or SBT reserve the right to ask the Hirer and their associate party members to leave the site. In these circumstances no refund nor compensation will be given to the Hirer or their party members for any unused hire period.

The Hirer will follow all guidelines above and any other verbal guidelines regarding conduct and safety and the reduction or elimination of loss or damage to the equipment, the Hirer or any third parties.

The Hirer is responsible for the appropriate behavior and adherence to the terms of this Contract by all members of their party and or all persons who uses the Bell Tents provided by this contract.

Loss Or Damage

The Hirer must be satisfied that the tent and equipment are in a good state of repair before using it. The Hirer must notify SBT if anything is broken, damaged or not working *before* use. This is the Hirers responsibility. The Hirer will then be responsible for the equipment and hereby agrees to reimburse SBT the full value of any loss, damage or the cost of making good any excessive or unusual soiling of the equipment, however caused during the period of hire, unless it is caused by SBT or contractors working on behalf of SBT

Liability & Indemnity

SBT will take reasonable care to avoid damage to the Hirer's property or own equipment and will not be held responsible for any loss other than as a result of negligence.

The Hirer will indemnify SBT in respect of any claims involving injury, death or damage to person or property, from any party at any time if the claim arises as a result of misuse of the equipment by the Hirer or any member of their party or failure of the Hirer or any member of their party to follow the Terms of this Contract.

Security Deposit.

The Hirer will pay a minimum £ 100 (Value to be confirmed at the time of booking) security deposit per tent in addition to the full payment of the hire charge by the date requested and in any case prior to the use of any equipment. The Hirer authorises SBT to retain the security deposit or part thereof to remedy any loss or damage or excessive soiling of the equipment, however caused, whilst hired out by the Hirer.

SBT will notify the Hirer the cost of making good and, if requested, will provide evidence of the same. If the cost of making good any loss or damage or excessive soiling is greater than the value of the security deposit, the Hirer herby agrees to pay the balance within 5 days of receipt of reasonable evidence from SBT. Failure to pay within the 5 day period will incur a bad debt administration charge of £2 per day, in addition to any outstanding reimbursements. If the Hirer leaves the equipment without loss or damage or excessive soiling SBT hereby agrees to reimburse the security deposit as soon as possible and in any case within 2 working days of the end of the hire period, unless the timing is otherwise extended by exchange of email and provided always that The Hirer has provided bank details and/or contact information for this purpose as and when requested.

Online Booking and Provision of Information

It is the Hirers responsibility to ensure the accuracy of the information provided to SBT and SBT will not be held responsible for any errors.

SBT will not be held responsible or liable for any losses caused by the failure of any party to provide their correct and valid email address and contact details.

Please see our separate Privacy Policy regarding the handling of personal information provided by The Hirer.

Payment

The Hirer must provide all payments in pounds sterling within the time frame requested and is responsible for the payment for all members in their party unless otherwise agreed in writing by SBT. Failure to make the deposit payment, the full payment and /or payment of the security deposit by the due date may result in the cancellation of the booking.

Unless otherwise agreed, payment is made by e-bank transfer to Stonehenge Bell Tents 52-21-30 account number 31499767.

If a payment is made in error please contact <u>info@stonehengebelltents.co.uk</u> or Susan on 07973 265419 immediately to seek reimbursement.

For the avoidance of doubt, a booking or reservation deposit is none refundable. A security deposit is refundable as above (see Security Deposit)

Cancellation

In the unfortunate event of you having to change your hiring or holiday dates SBT will endevour to rearrange your booking to another date within two months of the original hire date if convenient to all parties.

If the booking is cancelled within 14 days of the first day of the Hire period SBT reserve the right to charge 100% of the total Hire Cost. This timeframe may be changed by exchange of email and confirmation of agreement to the change by SBT.

If the booking is cancelled more than 14 days before the first day of the hire period SBT reserve the right to charge in accordance with the individual cancellation terms confirmed at the time of booking.

Specifically For bookings at the <u>Stonehenge Campsite Summer Solstice</u> the following Terms apply and replace all other cancellation terms above in this section:

If the reservation is cancelled before 18 May, 50% of the full hire charge will be payable If the reservation is cancelled after 18 May but before 1 June, 75% of the full hire charge will be payable If the Reservation is cancelled after 1 June 100% of the full hire charge will be payable.

In the unlikely event of SBT having to cancel your booking a full refund of any monies paid will be provided. In the unlikely event of SBT having to change your booking SBT will endeavor to agree an alternative date or otherwise offer a full refund. No other compensation is payable.

If SBT start but are unable to complete the erection of the equipment by the agreed date, provided the Hirer has met their obligations at detailed above, the Hirer will be entitled to a full refund. If the delay is because of reasons outside the control of SBT, no other compensation is payable.

SBT cannot be held liable or responsible for any cancellations or losses caused by force majeure. **Force majeure** includes natural and unavoidable catastrophes that interrupt the expected course of events and restrict SBT from fulfilling its obligations (eg but not limited to: war, threat of war, industrial action, civil unrest, terrorist activity, natural disaster)

Website

SBT will make every effort to ensure the accuracy of information on their website. Where photographs are displayed on the website, or attached to email, it is accepted by all parties that these are representative and not demonstrative of the precise detail or colour of the equipment.

Every effort is made by SBT to provide accurate information and written detail about the equipment. It is provided in good faith and SBT will not be held responsible or liable for any misinterpretation or disappointment in the equipment.

Where prices are displayed on the website SBT will make every effort to ensure their accuracy but prices displayed on the website alone are not binding and SBT reserve the right to update any website prices from time to time. Any prices stated by SBT in writing, at confirmation of any booking are binding.

Complaints

Please contact Susan Grant at info@stonehengebeltents.co.uk and she will endeavor to resolve your problem at the very earliest opportunity