

TENT HIRE TERMS AND CONDITIONS (B2C)

BACKGROUND:

These Terms and Conditions are made available to our customers by <<insert company name>>, which is a company limited by guarantee, incorporated in England under number <<insert registration number>> [whose registered office is <<insert registered address>>] and whose main trading address is <<insert main trading address>>.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following expressions shall have the following meanings:

“Accidental Damage Waiver”

“Business”

“Business Day”

“Consumer”

“Contract”

“Deposit”

“Hire”

“Hire Fees”

“Hire Period”

“Month”

“Order”

for the hire of tents to consumer customers, including as <<insert trading name if different from company name>>, of the type, e.g. Sole Trader, Partnership, Limited Company, or LLP, registered in England under number <<insert registration number>> and whose main trading address is <<insert main trading address>>.

In the context otherwise requires, the following meanings:

“Accidental Damage Waiver” means the option explained in Clause 13, for a fee in addition to the main part of the Hire Fees paid by the Customer, which covers accidental damage to a Tent that may incur charges;

“Business” means any business, trade, craft, or profession or any other person/organisation;

“Business Day” means any day other than a Saturday, Sunday, or Bank Holiday;

“Consumer” means a “consumer” as defined by the Consumer Rights Act 2015 and in relation to these Terms and Conditions, means an individual customer to whom the Tents are hired for personal use and for purposes wholly outside the purposes of any business;

“Contract” means the binding agreement for the hire of Tents made between Us, as explained in Clause 3;

“Deposit” means the amount payable at the time of Your Order for the initial Hire Fees that is required to secure the hire of a Tent;

“Hire” means the hire of a Tent by You subject to these Terms and Conditions;

“Hire Fees” means the sum payable by You for the hire of a Tent, including the Security Deposit or fee for the Accidental Damage Waiver;

“Hire Period” means the period, not exceeding 3 months in total, for which You hire a Tent;

“Month” means a calendar month;

“Order” means the order for the hire of a Tent, signed by You, and set out in Schedule [1][2] with a copy of these Terms and Conditions [attached to the Order or printed on the reverse of that order] made in connection with that order];

¹wherever these Terms and Conditions refer to the tent hire business includes that term or details of that business.

“Order Confirmation”

“Premises”

“Price List”

“Regulations”

“Security Deposit”

“Tent”

“We/Us/Our”

“You”

1.2 “writing”, and any similar
whether sent by e-mail, [tex

1.3 Each reference the singular
where appropriate.

2. Information About Us

2.1 <<insert business name>> [,
company name>>], is a <<i
LLP, Private Limited Comp
<<insert registration numb
registered address>> and] v

2.2 [Our VAT number is <<inser

2.3 [We are regulated by <<inse

2.4 [We are a member of <<inse

2.5 [<<Insert further information

customer to complete/sign/submit

3. The Contract

- 3.1 These Terms and Conditions govern the hire of Tents between Us and You. When You place an Order and submit an Order to Us, please read these Terms and Conditions carefully. If You are unsure about any of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by Us, including brochures, literature, price lists or other material, constitutes a contractual offer. Only an Order submitted to Us and accepted by Us constitutes a contractual offer under these Terms and Conditions. We reserve the right to withdraw or amend our offer.
- 3.3 A Contract (i.e., a legally binding agreement) between Us and You will be created upon Our Order Confirmation, and no legally binding agreement will be created until the Order Confirmation is provided in writing to You. Order Confirmations will be provided to You when Order Confirmations are provided>>.
- 3.4 While We use all reasonable endeavours to ensure that a full range of products is kept in stock, availability of a Tent will always be subject to availability.

4. Tents

- 4.1 We shall maintain a standard that is generally accepted as minimum standard in the trade of tent hire to consumers.
- 4.2 Each Tent will be fitted, repaired or replaced by Us prior to delivery. We do not provide any advice or guarantee as to the suitability for any particular purpose. Accordingly, You should take into account any immaterial defects when You collect the Tent. Clause 4.3.
- 4.3 When a Tent is collected, it shall be in good condition and suitable for the purposes and use for which it is usually supplied. It will be delivered to You in good condition and suitable for the purposes and use for which it is usually supplied. Your attention before You collect the Tent any defects which are immaterial having regard to the type of Tent usually supplied for the purposes for which that type is usually supplied.
- 4.4 Each Tent is supplied with a full set of instructions. If You are unsure about any aspect of pitching or use, please contact Us. We will be able to provide additional help and advice.
- 4.5 [Each Tent is supplied with a full set of instructions and a repairs kit which includes <<insert description of contents of kit>>] OR [for an additional charge of £<<insert sum>>]

OR

[No Tents are supplied with repairs kits.]

5. Your Obligations

During the Hire Period you must ensure that the following rules are followed:

- 5.1 No hire equipment is to be used inside a Tent without Our express permission unless it is supplied by Us;
- 5.2 Smoking is prohibited inside the Tent;
- 5.3 When the Tent is returned and unoccupied it must be left as secure as possible and its doors closed;
- 5.4 In extreme weather conditions such as strong winds extra care must be taken to ensure the Tent is properly and securely fastened down. If additional equipment such as canopies and porches are included in a Tent, these must be properly secured and securely stowed until the extreme weather has passed;
- 5.5 <<Insert any other rules required>>.

6. Hire Period

- 6.1 The Hire Period shall be as chosen in Your Order and confirmed in Our Order Confirmation. It shall include specific dates of the beginning and end of the Hire Period as stated in the Order.
- 6.2 Unless otherwise stated in the Order, the Hire Period begins at <<insert time>> on the first day which is the first or only day of Hire and ends at <<insert time>> on whichever is the last day of the Hire Period.
- 6.3 You may extend the Hire Period by contacting Us <<insert preferred methods, e.g. telephone, fax, page, e-mail, in person etc.>>. The Hire Period shall be extended as We agree when You contact Us to request an extension. Extensions may be made for up to <<e.g. 7 days>> subject to availability and any prior reservations made by other customers. We shall endeavour to satisfy Your request for any extension of the Hire Period. The availability of the Tent to You beyond the end of the Hire Period shall be at Our discretion. The fee for each extension to a Hire Period shall be <<insert fee>> or Our normal <<insert frequency, e.g. daily etc.>> rate] <<insert fee>> of Our normal <<insert frequency, e.g. daily etc.>> rate, whichever is payable by You in addition to the Hire Fees and, unless otherwise agreed, the extension shall only take effect upon the start of the next Hire Period.

7. Security Deposit

- 7.1 In addition to the Hire Fees, You must pay a Security Deposit of [£<<insert sum>>] (the "Security Deposit") out in the Order] by credit or debit card for the full amount of the Security Deposit when You collect it. We will not release the Tent to You until the full amount of the Security Deposit has been received. We will not return the Security Deposit for it or in part if the Tent is not returned or if it is lost, damaged or stolen. The Security Deposit shall be paid, to the extent that in any such case it falls short of the full amount of the Security Deposit, to the extent of the Accidental Damage Waiver. This Clause shall not apply if You have any insurance cover.
- 7.2 At the end of the Hire Period we shall fully inspect the Tent upon its return by You. We shall carry out the cleaning, repair, maintenance or replacement of the Tent. If there is any significant wear and tear, You will receive the Security Deposit back less the cost of the repair or replacement of the Tent that, due to anything other than normal wear and tear, is required.

and
clear
Depo
for s
inform

the Hire Period, either replacement or additional maintenance is required, We shall retain the Security Deposit and shall provide You with the reasons for such retention, including all relevant calculations and pricing

8. Fees and Payment

- 8.1 When You place an Order, you will be required to pay a Deposit of <<insert percentage>> of the Hire Fees to secure your Order. The Deposit shall be an estimate of the loss We will incur if You cancel the Order.
- 8.2 The Hire Fees will be that shown in Our <<insert document, e.g. Order>> of Your Order.
- 8.3 We may, from time to time, offer special prices, discounts and other promotional offers. Such special prices will be valid only for the period specified. Any Order placing such a period will be accepted at the special price until the end of the Order until after the period has expired.
- 8.4 The Hire Fees (i.e. the full payment) should be made when You place the Order, before the Hire Period.
- 8.5 The Hire Fees are determined by reference to the length of the Hire Period, the type of equipment, the current rate at the time of the start of the Hire Period and any applicable taxes which may be included in the Hire, as set out in the Order.
- 8.6 Payment of the Security Deposit and Accidental Damage Waiver must be made before the Hire Period. In the case may be, as set out in the Order, at the start of the Hire Period. Payment may be made by cash, credit or debit card.
- 8.7 All Hire Fees and amounts stated include VAT at <<insert applicable rate current at the relevant time.>>]

9. Cancellation

- 9.1 If You cancel the Order at a time or date before the beginning of the Hire Period, We will refund the Deposit in advance, You may cancel the Contract at any time before the start of the Hire Period without liability to Us for that cancellation. For Orders cancelled:
- 9.1.1 If You cancel the Order <<insert period, e.g. 72 hours>> before the start of the Hire Period, We will refund the Deposit and Hire Fees or other charge payable, and Your Order will be cancelled in full;
- 9.1.2 If You cancel the Order <<insert period, e.g. 72 hours>> but more than <<insert period, e.g. 72 hours>> before the start of the Hire Period, We will refund the Deposit and Hire Fees or other charge payable, and Your Order will be cancelled in full;
- 9.1.3 If You cancel the Order <<insert period, e.g. 48 hours>> before the start of the Hire Period, We will refund the Deposit and Hire Fees or other charge payable, and Your Order will be cancelled in full and charge a further <<insert percentage>>% of the total Hire Fees;]
- 9.1.4 If You cancel the Order <<insert period, e.g. 48 hours>> before the start of the Hire Period, We will retain Your Deposit and Hire Fees will also be payable.
- 9.2 If You cancel the Order at what We reasonably consider to be exceptional circumstances, in Our discretion reduce or waive the right to any refund. We may, at Our discretion, for any provision of Sub-Clause 9.1 above.

SAMPLE

10. Collection,

- | | | |
|------|--|---|
| 10.1 | The Hire Order Premises anything is otherwise inform reasonable damage to repair by the not already | insert time, e.g. 10am>> on the date stated in the which the Tent will be ready for collection from the k the Tent at the time of collection. If there is or if there is any visible damage to the Tent or it by these Terms and Conditions, You should fore leaving the Premises. We will use all place the missing item or part or the Tent if it is by these Terms and Conditions. If We are unable r part or Tent if it is damaged or not as required ns and the alternatives We are able to offer are es, You will receive a full refund of any sums |
| 10.2 | You You have | m the Premises at the start of the Hire Period. nt once all payments required under Clause 6 |
| 10.3 | We s collect | endeavours to ensure that the Tent is ready for re Period. |
| 10.4 | In the Period own collect to ref | able to provide the Tent at the start of the Hire Tent to You at the earliest possible date at Our contact You when the Tent is available for es payable by You shall be adjusted accordingly f the Tent. |
| 10.5 | We satisfi samp the H during possi repla We v repair dama repla equal will b calen Refu unles Your conta | o provide consumers with goods that are of purpose, and in accordance with descriptions, re-contract information provided by Us. If, during any damage (pre-existing) or fault with the Tent should inform Us as soon as is reasonably reasonable endeavours to provide a suitable possible without causing You any inconvenience, ave it repaired). If We are unable to replace or repaired), or if You would prefer to reject the her before or after a repair or replacement (if the still damaged or faulty), We will offer You a refund ed part of the Hire Period. Any refund due to You easonably possible, and in any event within 14 which We agree that You are entitled to a refund. he same payment method originally used by You est a different method. For more information on es as a consumer, it is recommended that You vice Bureau or Trading Standards Office. |
| 10.6 | The Hire Order per T betw time> Tent unabl sub-C | sert time, e.g. 4:30pm>> on the date stated in the will incur an excess charge of £<<insert sum>> val, e.g. hour>> (this will [not] include hours <<insert time>> and opening time of <<insert e Tent(s) before Our store closes on the day the A Tent may be returned early, however We are of any kind for early returns that do not fall under |
| 10.7 | At the You s spec | or any period of extension of Hire agreed by Us ne Premises on the relevant day before the time her Sub-Clause 6.2 or the Order. |

- 10.8 If You return the Tent by more than <<e.g. 2 hours>> We shall charge You the extra day's hire at the normal daily rate for that Tent. The provisions of this sub-Clause shall apply daily until the Tent is returned.
11. **Use and Care**
- 11.1 You must use the Tent for the normal purposes for which it is intended.
- 11.2 A Tent must be used in a safe and correct manner and in accordance with any instructions supplied to You.
- 11.3 You must not affix labels, signs, or markings from a Tent.
- 11.4 You must not make any permanent or alteration to a Tent beyond that which is appropriate for the particular type of Tent in normal use.
- 11.5 You must not affix anything to the Tent where such affixation is not likely to cause damage.
- 11.6 You must use the Tent with a reasonable level of care and shall ensure that the Tent is reasonably possible it is kept as clean and in the same condition as when collected by You, subject always to a reasonable level of wear in normal use.
- 11.7 You must not make any repair to a Tent without Our prior written consent. If, without seeking Our consent, we shall have the option of repairing the Tent Ourselves or granting You permission to do so. The cost of such replacement or repairs shall be borne by You, the responsibility being determined by the nature of the damage or repairs (See Clause 14).
- 11.8 Any replacement or repair under sub-Clause 11.7 shall be replaced free of charge if such replacement is necessitated by nothing more than normal wear. Additional wear or damage may result in You being required to provide a substitute Tent (See Clause 14).
12. **Your Responsibility**
- 12.1 You must not allow any other person to have possession of a Tent unless you have obtained Our consent before or during the Hire Period.
- 12.2 You must ensure that You (or any other person) do not engage in any activity that might give rise to a risk of damage to the Tent or to any other person.
- 12.3 We do not provide insurance and it is therefore Your responsibility to obtain insurance and if You decide to take out insurance, that it is suitable and that You are covered by it for the Hire Period including any extension of it. You should ensure that the insurance should include (without limitation) cover for:
- 12.3.1 Damage to a Tent where there is no Accidental Damage Waiver that is added to the policy.
- 12.3.2 Theft of a Tent or any part of a Tent, save where caused by Our negligence or that of Our agents or sub-contractors.
- 12.4 You must ensure that, with Your hire of a Tent, You are and will be a "Consumer" as defined in Clause 1 above.

13. **Accidental Damage Insurance**

13.1 We offer optional insurance cover in relation to Hire of any Tent. However, this cover is not available for hire of a Tent for less than 10 days.

13.1.1 The Accidental Damage Waiver for the Tent [will be automatically added to the Hire unless you request otherwise] OR [can be added to the Hire at an additional fee];

13.1.2 The Accidental Damage Waiver covers any accidental damage to the Tent in Your possession, subject to Sub-Clause 13.1.3;

13.1.3 The Accidental Damage Waiver for the Tent does not cover the Tent if the damage is caused by You or anyone else during the Hire Period:

13.1.3.1 Deliberate or malicious damage to the Tent by You or anyone else; or that which, in Our opinion, has been caused by You or anyone else during the Hire Period; or improper use by You or anyone else during the Hire Period;

13.1.3.2 Soiling or staining which We are unable to remove by normal cleaning processes;

13.1.3.3 Theft of a Tent; or

13.1.3.4 Damage to the Tent which prevents Us from returning a Tent by the end of the Hire Period.

13.2 If the Accidental Damage Waiver is included in the Hire, it shall be in addition to the Hire fee [equivalent to, and in addition to, <<e.g. £100>>] (the amount of which will be set out in the Order). Under the Accidental Damage Waiver, we shall, subject to the following, waive our liability for accidental damage to a Tent which may occur during the Hire Period. Terms and Conditions. If damage to a Tent is not covered by the Accidental Damage Waiver because it is malicious or deliberate, or if the Tent is lost or stolen or is due to any soiling or staining, then the Accidental Damage Waiver under 13.1.3.2 above, the Accidental Damage Waiver shall be invalidated, and any loss or theft shall lie solely with You and You shall be responsible for all costs of repair or replacement.

13.3 Your insurance policy may provide cover for a Tent. It shall be Your responsibility to ensure that Your insurance covers the Tent in Your insurers.

14. **Loss and Damage**

14.1 You shall be required to indemnify Us for, any loss, damage or destruction of a Tent, which is due to normal wear and tear, which may occur to the Tent (if and as extended) to the extent that either the loss, damage or destruction is outside of the scope or terms of the Accidental Damage Waiver under Clause 13 or no Accidental Damage Waiver fee is paid for the Tent.

14.2 Any amount payable under Clause 14 will firstly be taken out of Your Security Deposit. If the sum of the Security Deposit, You will be required to pay the balance of the amount.

14.3 You shall be required to indemnify Us for any loss, damage or destruction of a Tent, to the extent that it falls within the Accidental Damage Waiver under Clause 13 where the fee is paid for Accidental Damage Waiver.

- 14.4 You agree to indemnify and hold Us harmless under this Clause 14 or otherwise for any pre-existing or fault in the Tent that is discovered under sub-Clause 14.4.
- 14.5 Full details of the claims process under this Clause 14 are available on request.
- 15. Liability**
- 15.1 We will not be liable for any personal injury or damage to property which results from the use of the Tent during the Hire Period.
- 15.2 We shall not be liable for any foreseeable loss or damage that You may suffer as a result of breach of any of these Terms and Conditions or other terms of the Contract, except insofar as the loss or damage is the direct result of Our negligence. Loss or damage is foreseeable if it is a natural and obvious consequence of Our breach or negligence and if it was reasonably foreseeable by Us when the Contract is formed. We will not be liable for any loss or damage that is not foreseeable.
- 15.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for damage caused by Our negligence (including that of Our sub-contractors) or for fraud or fraudulent misrepresentation.
- 15.4 We do not warrant the Tent for domestic or private use. You agree not to hire the Tent for commercial or business purpose, and We will have no liability for any loss of profit, loss of business, business interruption, or other consequential losses.
- 15.5 Nothing in these Terms and Conditions or other provisions of the Contract seeks to exclude or limit Our liability with respect to Your rights as a consumer. We warrant that the information on Your legal rights and remedies as a consumer is correct and that You contact Your local Citizens Advice Bureau for further information.
- 15.6 [Subject to the provisions of this Clause 15, Our total liability under these Terms and Conditions and the Contract shall be limited to an amount not exceeding the value of the Contract, the "value" being for this purpose the Hire Fees and any further fees payable for any accessories or optional extras agreed.]
- 16. How We use Your Data (Data Protection)**
- We will only use Your personal data as set out in Our <<insert document name, e.g. Privacy Notice>> [attached to this Contract] <<insert document name, e.g. Privacy Notice>> [copy attached].
- 17. Termination**
- 17.1 We shall terminate the Hire Period and the Contract in the event that:
- 17.1.1 You breach these Terms and Conditions;
- 17.1.2 Your personal belongings confiscated in order to satisfy a court order made against You.
- 17.2 In the event of termination for any of the above reasons:
- 17.2.1 All amounts due under the Contract shall become due and payable by You immediately and

- 17.2. You shall have an immediate right to request the immediate return of the Tent and may charge You for any costs incurred in such repossession.
18. **Events Outside Our Control (Force Majeure)**
- 18.1 We shall not be liable for any failure or delay in performing Our obligations if such failure or delay results from any cause that is beyond Our control. Such causes include, but are not limited to: power failure, strikes, lock-outs or other industrial action by third parties, civil unrest, fire, explosion, flood, storms, acts of terrorism (threatened or actual), acts of war (declared, threatened, actual or preparations for war), pandemic, epidemic, pestilence, or any other similar or dissimilar event that is beyond Our control.
- 18.2 If any event outside of Our control as defined in Sub-Clause 18.1 occurs that is likely to adversely affect the performance of any of Our obligations under these Terms and Conditions, We shall:
- 18.2.1 endeavour to complete the obligations as soon as is reasonably possible; and
- 18.2.2 reschedule the obligations when the event outside of Our control is over and new dates, times or availability as necessary;
- 18.3 If the event outside of Our control continues for more than <<insert time period>>, We shall terminate the Contract and inform You of the cancellation in writing.
- 18.4 If an event outside of Our control continues for more than <<insert time period>>, You may do so by informing us in writing.
- 18.5 If the event outside of Our control continues for more than <<insert time period>> under this Clause 18 before the Hire Period begins, the sums you have paid to Us will be refunded in full. Other terms and Conditions regarding the retention of sums paid shall apply.
19. **Communications**
- You may contact Us at any time at any of [insert name of] Our branch[es], by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by pre-paid post at <<insert company name>>, <<insert address>>.
20. **Complaints**
- 20.1 We are committed to listening to feedback from Our customers and, whilst We always use our best endeavours to ensure that Our customers' experience is a positive one, we do welcome the opportunity to resolve any complaints.
- 20.2 All complaints shall be handled in accordance with Our complaints handling policy <<insert location(s)>>.
- 20.3 If You have a complaint about any aspect of Your dealings with Us, including, but not limited to, the terms and Conditions, the Order, Order Confirmation, please contact Us in one of the following ways:
- 20.3.1 by email to <<insert name and/or position and/or email address>>;]

20.3. [and to <<insert name and/or position and/or email address>>];]

20.3. [form, following the instructions included with the

20.3. [telephone on <<insert telephone number>> [and <<insert number>> when prompted.]]

21. Regulations

We are required by law to ensure that certain information is given or made available to You as a Consumer to make the Contract except where that information is already apparent from the transaction. We have included the information in this document for You to see now, or We will make it available to You before We provide the Order to You. All of that information will, as a Consumer, be part of the terms of Our Contract with You as a Consumer.

22. Information

As required by the F

22.1 all of [information] provided in Clause 21; and

22.2 any of [information] We give to You about hiring a Tent which You take into account when deciding to hire a Tent or when making any other

will be part of [the Contract] (i.e., Our contract with You) as a Consumer.

23. Other Impo

23.1 We r [Our obligations and rights under these Terms and Conditions] (Contract, as applicable) to a third party (this may happen if we sell Our business). If this occurs, We will inform You. Our Terms and Conditions will not be affected and Our Terms and Conditions and the Contract will be binding on who will remain bound by them.

23.2 You [You] Your obligations and rights under these Terms and Conditions [Contract] without Our express written permission.

23.3 The [Contract] and Us. It is not intended to benefit any other person or party and no such person or party will be entitled to enforce the Terms and Conditions or of the Contract.

23.4 If any [These Terms and Conditions or the Contract] are found to be wholly or otherwise unenforceable by any court or other authority, the provision(s) shall be deemed severed from the remainder of the Terms and Conditions and the Contract. The remainder of these Terms and Conditions and the Contract shall be valid and enforceable.

24. Governing L

24.1 These Terms and Conditions [the Contract, and the relationship between You and Us] shall be governed by and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].

24.2 As a [You] benefit from any mandatory provisions of the law in [England & Wales] [Northern Ireland] [Scotland] nothing in Sub-Clause 24.1 above takes away or

reduc

umer to rely on those provisions.

24.3

Any c
to the
and U
the c
your

ceedings or claim between You and Us relating
s, the Contract, or the relationship between You
or otherwise) shall be subject to the jurisdiction of
Scotland, or Northern Ireland, as determined by

S

A

M

P

L

E

S

EDULE [1]

ed Privacy Notice>>]

A

DULE [1][2]

ard form of order>>]

M

P

L

E