

BACKGROUND:

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

These Terms and Conditions apply to the hire of tents/gazebos/marquees by consumer customers trading as <<insert trading name if different from company name>>], whose legal form is, e.g. Sole Trader, Partnership, Limited Company, LLP, Private Limited Company, etc., registered in England under number <<insert registration number>>] 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:

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

“Accidental Damage Waiver”	Waiver of the liability of the hirer explained in Clause 12, for a fee in the amount of a certain part of the Price paid by You, for any accidental damage to the Tents/Gazebos/Marquees that would otherwise be payable by the hirer;
“Business”	Business, trade, craft, or profession carried out by You or any other person/organisation;
“Consumer”	“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/Gazebo/Marquee is hired for personal use wholly or mainly outside the business;
“Contract”	The binding agreement for the hire of Tents/Gazebos/Marquees by You from Us, as set out in Clause 3;
“Deposit”	Sum payable at the time of Your Order in the amount of the Total Price that is required to secure the hire of the Tents/Gazebos/Marquees;
“Hire Period”	Period not exceeding 3 months in which You hire Tents/Gazebos/Marquees;
“Price”	Total inclusive sum payable by You for the hire of Tents/Gazebos/Marquees (not including the Security Deposit or fee for Accidental Damage Waiver);
“Order”	Order in writing for the hire of Tents/Gazebos/Marquees signed by You, in the form of the Order Schedule [1][2] with a copy of these Terms and Conditions [attached to that order] OR [on the reverse of that order] OR [given to You orally];

¹ wherever these Terms and Conditions refer to the hire of Tents/Gazebos/Marquees, it is important to ensure that the tent/gazebo/marquee hire business included in the Order is given to the customer to complete/sign the Order;

² wherever these Terms and Conditions refer to the hire of Tents/Gazebos/Marquees, it is important to ensure that the tent/gazebo/marquee hire business included in the Order is given to the customer to complete/sign the Order;

“Order Confirmation”	m o	and confirmation in writing d in Clause 3;
“Regulations”	m C 2	Contracts (Information, al Charges) Regulations
“Security Deposit”	m (b w p th to W	e under sub-Clause 8.1 of replacement cost and of doubt, does not form cover the non-return, loss, nt/Gazebo/Marquee hired any Accidental Damage ver it;
“Site”	m C w u	y You in accordance with by You in the Order, at /Marquees are to be set
“Tents/Gazebos/Marquees”	m s T	e tent/gazebos/marquees by You subject to these
“We/Us/Our”	m < n T e < a w a	s name>> [, trading as different from company business type, e.g. Sole Private Limited Company England under number er>>] [,whose registered istered address>> and] ss is <<insert address>>;
“You”	m T a	hirer of any being a Consumer who is

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

1.3 Each reference to the singu
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

electronic communications
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ding name if different from
Sole Trader, Partnership,
n England under number
ed address is <<insert
ss is <<insert address>>.

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- 4.2 Each Tent/Gazebo will be inspected and, where necessary, cleaned, repaired or replaced prior to each hire to You or other customers.

- 4.4 When a Tent/Gazebo/Structure is delivered to You on hire by Us, it will be in good condition and fit for the purposes and use for which a Tent/Gazebo/Structure is supplied. It will be without any material defect.

- 4.5 We will draw to Your attention any defect that We observe in the type of Tent/Gazebo/Marquee usually supplied. [REDACTED] collect the Tent/Gazebo/Marquee and replace it with a new one of the same type, immaterial having regard to the purposes for which that type is usually supplied.

- ## 5. Use and Care of Tents/Ga

- 5.1 You may only use [REDACTED] for the normal purposes for which they are intended.

- 5.2 Tents/Gazebos/Marshalls shall be set up in a safe and correct manner and in accordance with any applicable laws, regulations, codes, and standards to You.

- 5.3 You may not [REDACTED] signs, or markings from Tents/Gazebos/Marshes [REDACTED]

- 5.4 You may not make **any** alteration to Tents/Gazebos/Marquees

- beyond the level of wear and tear in normal use.
- 5.5 You must not use the Tents/Gazebos/Marquees for any purpose other than that for which they are intended and usual for that/those particular type/s of normal use.
- 5.6 You must not use the Tents/Gazebos/Marquees where such use would damage the Tents/Gazebos/Marquees in any way.
- 5.7 You must ensure that the Tents/Gazebos/Marquees with a reasonable level of care and attention to the extent reasonably possible they are kept in good condition as they were when collected by You, and free from any level of wear and tear in normal use.
- 5.8 You must not attempt any repair to Tents/Gazebos/Marquees without Our consent. When You contact Us seeking Our consent, we shall be responsible for replacing the Tents/Gazebos/Marquees, repairing the Tents/Gazebos/Marquees or granting You permission to make the repairs. The cost of such replacement or repairs shall be borne by You, the responsibility being determined by the reasons for the replacement (see Clause 13).
- 5.9 Any replacement of a Tents/Gazebos/Marquee provided under sub-Clause 5.7 shall be provided that such replacement is necessitated by normal wear and tear. Additional wear or damage may be charged for the cost of providing a substitute Tents/Gazebos/Marquee (see Clause 13).
6. **Your Obligations**
- 6.1 Where the Tents/Gazebos/Marquees are to be set up at the Site, You must specify the Site and location at the Site where the Tents/Gazebos/Marquees will be set up. [For Tents/Gazebos/Marquees larger than <<insert size>>, We will also require You to specify the Site and that location.]
- 6.2 Where the Tents/Gazebos/Marquees are to be set up at the Site, You must ensure that they are set up in accordance with the following criteria:
- 6.2.1 The Tents/Gazebos/Marquees must be transported to the Site by commercial vehicles for delivery and collection.
- 6.2.2 The Tents/Gazebos/Marquees must be set up on level and firm ground that is not at any undue risk of flooding or other environmental hazards;
- 6.2.3 You must ensure a clear space of at least <<insert area>> around the Tents/Gazebos/Marquees that will be occupied by the Tent/Gazebo/Marquee for the duration of the event to allow access for workers to work. We will not be liable for any damage to the Site (including, but not limited to, lawns, flower beds, etc.) that results from Your failure to comply with this requirement. You must also accept that the placing of the Tents/Gazebos/Marquees on a grassed area may result in damage or staining to the grass beneath the Tent/Gazebo/Marquee owing to rain, wind and water. We accept no responsibility for such damage.
- 6.2.4 You must ensure that there are no pipes, cables, conduits or any other equipment or obstructions <<insert measurement>> underground at the Site (We will not be liable for any damage done to any of the above if You can prove otherwise); [and]
- 6.2.5 You must ensure that the Site and location is clear of any debris, people and animals that may obstruct Our access to the Site.

- 6.2.6 ...eria as required>>].
- 6.3 For s...rquees, You may need to obtain certain permits or au... (local authority, for example). You must establish what... authorisations are required and to obtain them. We w... for Your failure to obtain the necessary permits or autho...
- 6.4 During... must ensure that the following rules are followed:
- 6.4.1... booking equipment is used inside any... without Our express written approval unless it is
- 6.4.2... any Tent/Gazebo/Marquee;
- 6.4.3... es as required>>.
- 6.5 You... other person to have possession of any... and as We may agree with You before or during the H...
- 6.6 You a... ing that You (or any other person) do not engage in an... Tent/Gazebo/Marquee that might give rise to a risk o... Gazebo/Marquee or injury to You or any other perso...
- 6.7 We o... of insurance and it is therefore Your responsibility to de... obtain insurance and if You decide to take out insur... that it is suitable and that You are covered by it for th... Period including any extension of it. You should consi... ce should include (without limitation) cover for:
- 6.7.1... age to a Tent/Gazebo/Marquee where there is no Waiver or to the extent that such loss, theft or the scope of any Accidental Damage Waiver that and
- 6.7.2... ch save where caused by Our negligence or that ents or sub-contractors.
- 6.8 You o... n with Your hire of a Tent/Gazebo/Marquee, You are a... as defined in Clause 1 above.
7. **Hire Period**
- 7.1 The... sen in Your Order and confirmed in Our Order Conf... c dates of the beginning and end of the Hire Period... ne Order.
- 7.2 The... ends at the times and dates shown in Our Order Conf...
- 7.3 Unles... therwise (and confirm that agreement in writing), no H... <insert period>>.
- 7.4 You... od by contacting Us <<insert preferred methods, e.g. ...age, e-mail, in person etc.>>. The Hire Period shall... as We agree when You contact Us to request an exten... y be made for up to <<e.g. 1, 3, 7,14 days>> subje... e of prior reservations made by other customers. We s... e endeavours to satisfy Your request for any exten... guarantee the availability of the

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You beyond the end of the pre-existing Hire
sion to a Hire Period shall be charged at a rate
t frequency, e.g. daily etc.>> rate] OR [<<insert
<<insert frequency, e.g. daily etc.>> rate]. That
n addition to the Price and, unless We expressly
on shall only take effect upon Our receipt of that

8. Security De

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must pay a Security Deposit of [£<<insert sum>>]
n the Order] by credit or debit card for the
ed no later than when You pay the balance of the
the Hire Period. We will not supply the
You without the payment of the Security Deposit.

8.2 The
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retained by Us in full or in part if any of the
e not returned or if any are lost, stolen or
extent that in any such case that falls outside of
cidental Damage Waiver. This Clause 8.2 shall
e any insurance cover.

8.3 At
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ire Period, We shall fully inspect the
en Our installers arrive at the Site to dismantle
Marquee. If the Tents/Gazebos/Marqueses require
ntenance or replacement which is the result of
ll receive the Security Deposit back in full. In the
ther than normal wear and tear occurring during
acement or additional cleaning, repair and / or
shall retain the Security Deposit in full or in part
vide You with the reasons for such retention in
calculations and pricing information.

9. Fees and Pa

9.1 When
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ou will be required to pay a Deposit of <<insert
Price as part of the total Price to secure your
will be Our best estimate of the loss We will incur
e Clause 10).

9.2 The
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bo/Marquee will be that shown in Our <<insert
rrent at the time of Your Order.

9.3 We
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e, offer special prices, discounts and other
special prices will be valid only for the period
ing such a period will be accepted at the special
t the Order until after the period has expired.

9.4 The
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(the full payment) should be made no later than
start of the Hire Period.

9.5 When
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rice list>> and Order Confirmation, and the VAT
percentage>>%. If the rate of VAT changes
der and the date of Your payment of the Price,
AT that You must pay. Changes in VAT will not
ave already received payment in full from You.

10. Changes and

10.1 You must notify Us of any changes to Your Order by <<e.g. 1, 3, 7,14 days<<insert period>> at any point up until <<insert period>> before the start of the Hire Period. Whilst We will use reasonable endeavours to accommodate all changes will be subject to the availability of the relevant equipment. If We agree to a requested change, We will notify You in writing. The Price due will change to reflect the change to Your Order and outstanding sums due will be altered accordingly. You must fund the appropriate sum if You have already paid a lower sum. [Changes to Orders will also incur an administration charge of <<insert sum>>.]

10.2 If You notify Us at a time or date before the beginning of the Hire Period, 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:

10.2.1 <<insert period, e.g. 72 hours>> before the start of the Hire Period, no Price or other charge payable, and Your Deposit will be refunded in full;

10.2.2 <<insert period, e.g. 72 hours>> but more than <<insert period>> before the start of the Hire Period, We will refund <<insert percentage>>% of the total Price;

10.2.3 <<insert period, e.g. 48 hours>> before the start of the Hire Period, We will retain Your Deposit in full and charge a further <<insert percentage>>% of the total Price;]

10.2.4 If You cancel after the Hire Period begins, We will retain Your Deposit and the full Price will also be payable.

10.3 If You notify Us of what We reasonably consider to be exceptional circumstances in Our discretion reduce or waive the right to any refund under any provision of Sub-Clause 10.2 above.

11. Delivery, Hire

11.1 The time and date stated in the Order Confirmation. Our installers deliver the Gazebo/Marquee/Tent to the Site. The Gazebo/Marquee/Tent will be delivered to the Site and set up by Our installers as is reasonably possible.

11.2 Before the Hire Period begins, We will use all reasonable endeavours to ensure that the Gazebo/Marquee/Tent is delivered undamaged and that all other items to be delivered are also undamaged. You must, however, check the Tent/Gazebo/Marquee on delivery and set up by Our installers and provide them with a receipt that they give You to confirm that there is no visible damage to the Gazebo/Marquee/Tent. However, if there are any items missing or if there is any damage to any Tent/Gazebo/Marquee, You should instead notify Us immediately. We will then use all reasonable endeavours to replace any damaged Tents/Gazebos/Marquees and if We are unable to do so, We will refund You the Price paid for the replacements of at least the same quality and value as the original goods. You are entitled to a full refund of the Price paid by You.

11.3 We will provide consumers with goods that are of satisfactory quality for their purpose, and in accordance with descriptions, and pre-contract information provided by Us. We are responsible for ensuring that the goods are set up] goods correctly and, for the purposes of this clause, goods that are damaged or do so will render the goods 'damaged' and/or 'faulty' if they have any damage (pre-existing) or fault with the

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a repair is possible without causing you any
the Tent/Gazebo/Marquee. If We are unable to
Gazebo/Marquee, or if You would prefer to reject
Gazebo/Marquee, whether before or after a repair
ced or repaired Tent/Gazebo/Marquee is still
ffer you a refund equal to the remaining, unused
rnatively, provided the Tent/Gazebo/Marquee is
and/or faulty state, a price reduction may be
o You will be made as soon as is reasonably
ithin 14 calendar days of the date on which We
a refund. Refunds will be made using the same
sed by You unless you specifically request a
ormation on Your legal rights and remedies as a
d that You contact Your local Citizens Advice
Office.

time and date stated in the Order Confirmation.
at the Site to dismantle and collect the
se to that time as is reasonably possible. You
hat do not belong to Us are removed from the
e the collection time. Any delays to the
f the Tent/Gazebo/Marquee will be charged at
time period>>.

Insurance

insurance cover in relation to hire of any
ver:

ge Waiver for the Tent/Gazebo/Marquee [will be
o Your hire but can be removed at Your request]
Your hire at Your request];

age Waiver covers any accidental damage to
ees while they are in Your possession subject to

ge Waiver for the Tent/Gazebo/Marquee does not
hen it is in Your possession (i.e. during the Hire

us or deliberate damage to
/Marquees or that which, in Our opinion, has
y negligence or improper use by You or anyone
Hire Period;

ling or staining which We are unable to remove
ormal cleaning processes;

theft of a Tents/Gazebos/Marquees.

Waiver is included in the hire, it shall be in
al fee [equivalent to, and in addition to, <<e.g.
s amount of which will be set out in the Order].
ge Waiver, We shall, subject to the following,
ble by You for accidental damage to a
ich may otherwise arise under these Terms and
Tents/Gazebos/Marquees is not covered by the
because it is malicious or deliberate or negligent

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12.3 Your
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13. Loss and Damage

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14. Our Liability

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ees is lost or stolen or is due to any soiling or
ental Damage Waiver under Sub-Clause 12.1.3.2
under the Accidental Damage Waiver shall be
the damage, loss or theft shall lie solely with You
pay the full costs of repair or replacement.

provide cover for a Tent/Gazebo/Marquee. It
verify this with Your insurers.

will be required to indemnify Us for, any loss,
due to normal wear and tear, which may occur to
ring the Hire Period (if and as extended) to the
amage or defect falls outside of the scope or terms
waiver described in Clause 12 or no Accidental

Clause 13 will firstly be taken out of Your Security
airing the damage or defect or replacing the
Our opinion higher than the sum of the Security
to pay any excess sum.

under this Clause 13 or otherwise for any pre-
in Tents/Gazebos/Marqueses that is discovered
time of delivery, or for any damage or faults that
use 11.3 during the Hire Period.

under this Clause 13 are available on request.

y personal injury or damage to property which
of the Tents/Gazebos/Marqueses during the Hire

any foreseeable loss or damage that You may
ch of these Terms and Conditions or other terms
result of Our negligence. Loss or damage is
vious consequence of Our breach or negligence
and Us when the Contract is formed. We will not
damage that is not foreseeable.

Conditions seeks to exclude or limit Our liability
caused by Our negligence (including that of Our
sub-contractors) or for fraud or fraudulent

pos/Marqueses for Your domestic or private use.
he Tents/Gazebos/Marqueses for any commercial
will have no liability to You for any loss of profit,
erruption, or loss of business opportunity.

Conditions or other provisions of the Contract
Our liability with respect to Your rights as a
ation on Your legal rights and remedies as a
d that You contact Your local Citizens Advice
Office.

ions of this Clause 14, Our total liability under
and the Contract shall be limited to an amount
e value of the Contract, the "value" being for this
and any further fees payable for any extension of

15. **How We use Your Information (Data Protection)**
We will only use Your Information as set out in Our <<insert document name, e.g. Privacy Policy>> from <<insert location(s)>>[[copy attached]].
16. **Termination**
16.1 We shall terminate the Hire Period and the Contract in the event that:
16.1.1 You breach these Terms and Conditions;
16.1.2 Your personal belongings confiscated in order to satisfy an order made against You.
16.2 In the event of any of the above reasons:
16.2.1 All amounts due under the Contract shall become due and payable immediately;
16.2.2 We shall have an immediate right to request the immediate return of all items/Markets or repossess the items and may charge You for any reasonable costs of repossession.
17. **Events Outside Our Control (Force Majeure)**
17.1 We shall not be liable for any failure or delay in performing Our obligations which results from any cause that is beyond Our control. Such causes include, but are not limited to: power failure, fire, strikes, lock-outs or other industrial action by workers, 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.
17.2 If any event outside of Our control occurs that is likely to adversely affect any of Our obligations under these Terms and Conditions:
17.2.1 We shall endeavour to complete the Contract as soon as is reasonably possible; and
17.2.2 We shall endeavour to complete the Contract on new dates, times or availability as necessary.
17.3 If the event outside of Our control continues for more than <<insert time period>> under the Contract and inform You of the cancellation in writing.
17.4 If an event outside of Our control continues for more than <<insert time period>> under the Contract, You may do so by informing us in writing.
17.5 If the event outside of Our control continues for more than <<insert time period>> under this Clause 17 before the Hire Period begins, all sums that you have paid to Us will be refunded in full. Other terms and Conditions regarding the retention of sums paid shall apply.
18. **Communication**
You may contact Us at our store[[any of] Our branch(es)], by telephone at <<insert number>>, by email at <<insert email address>>, or by pre-paid post at <<insert address>>.

- <<insert company name>> address>>.
19. **Complaints**
- 19.1 We are committed to dealing with any complaint from Our customers and, whilst We always use all reasonable endeavours to ensure that Our customers' experience is a positive one, We do not always welcome the opportunity to resolve any complaint.
- 19.2 All complaints will be dealt with in accordance with Our complaints handling policy and procedure. <<insert location(s)>>.
- 19.3 If You are not satisfied with any aspect of Your dealings with Us, including, but not limited to, Our Terms and Conditions, the Order, Order Confirmation, Tents/Gazebos/Marquees, please contact Us in writing to <<insert name and/or position and/or email address>>.
- 19.3.1 You must provide <<insert name and/or position and/or email address>>;]
- 19.3.2 You must provide <<insert name and/or position and/or email address>>;]
- 19.3.3 You must complete the form, following the instructions included with the form.
- 19.3.4 You must call the telephone on <<insert telephone number>> [and provide the fax number>> when prompted.]]
20. **Regulations**
- We are required by the Regulations to ensure that certain information is given or made available to You before We make the Contract except where the Regulations require that information to be given or made available from the context of the transaction. We have included the information required by the Regulations in these Terms and Conditions for You to see and, if You wish, to print out for You in the Order that We give You or before We give You the information will, as required by the Regulations, be part of the Contract with You as a Consumer.
21. **Information**
- As required by the Regulations:
- 21.1 all of the information required by the Regulations to be included in Clause 20; and
- 21.2 any information which We give to You about hiring Tents/Gazebos/Marquees which You take into account when deciding to hire a Tent/Gazebo/Marquee will be part of the Contract (i.e., Our contract with You) as a Consumer.
22. **Other Important Information**
- 22.1 We reserve the right to assign Our obligations and rights under these Terms and Conditions to a third party (this may include the sale of Our business). If this occurs, We will inform You. Our obligations and rights under these Terms and Conditions will not be affected and the Contract will be assigned to the third party who will remain bound by them.
- 22.2 You must not assign Your obligations and rights under these Terms and Conditions to a third party without Our express written permission.
- 22.3 The purpose of these Terms and Conditions is to regulate the relationship between You and Us. It is not intended to benefit any other person or party and no such person or party will be entitled to enforce these Terms and Conditions.

- enforceable under the Terms and Conditions or of the Contract.
- 22.4 If any provision of these Terms and Conditions or the Contract are found to be invalid, unenforceable or otherwise unenforceable by any court or other authority, such provision(s) shall be deemed severed from the remaining provisions of the Terms and Conditions and the Contract. The remainder of these Terms and Conditions and the Contract shall be valid and enforceable.
23. **Governing Law**
- 23.1 These Terms and Conditions, the Contract, and the relationship between You and Us (whether or not written or otherwise) shall be governed by and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].
- 23.2 As a result of the application of the law in Sub-Clause 23.1 above, You shall not benefit from any mandatory provisions of the law in your country, if anything in Sub-Clause 23.1 above takes away or restricts the right of the consumer to rely on those provisions.
- 23.3 Any proceedings or claim between You and Us relating to the interpretation, performance, breach, termination, or enforcement of the Contract, or the relationship between You and Us (whether or not written or otherwise) shall be subject to the jurisdiction of the courts of [England & Wales] [Scotland], or Northern Ireland, as determined by your country.

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SCHEDULE [1]

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