

## TERMS AND CONDITIONS (B2C)

### BACKGROUND:

These Terms and Conditions are the standard terms which apply:

- A. to the hire of tents/gazebos/marquees by <<insert business name>> [, trading as <<insert trading name if different from company name>>], a <<insert business type, e.g. Sole Trader, Partnership, LLP, Private Limited Company etc.>> [registered in England under number <<insert registration number>>] [, whose registered address is <<insert registered address>> and] whose main trading address is <<insert address>>.
- B. where You are hiring a Tent/Gazebo/Marquee as a “Consumer” as defined in Clause 1 of these Terms and Conditions.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Accidental Damage Waiver”</b>	means a fee paid by You which covers any accidental damage to Tents/Gazebos/Marquees that would otherwise incur charges, as explained in Clause 9;
<b>“Business”</b>	means any business, trade, craft, or profession carried on by You or any other person/organisation;
<b>“Business Day”</b>	means, any day other than a Saturday, Sunday or bank holiday;
<b>“Calendar Day”</b>	means any day of the year;
<b>“Consumer”</b>	means a “Consumer” as defined by the Consumer Rights Act 2015, that is to say an individual who hires a tent/gazebo/marquee for his/her personal use and for purposes wholly or mainly outside the purposes of any Business;
<b>“Contract”</b>	means the contract for the hire of the Tents/Gazebos/Marquees by You from Us, as explained in Clause 3;
<b>“Deposit”</b>	means the sum payable at the time of Your Order that is required to secure your Order;
<b>“Hire Period”</b>	means the period for which You will hire the Tents/Gazebos/Marquees;
<b>“Month”</b>	means a calendar month;
<b>“Price”</b>	means the total price payable for the hire of the Tents/Gazebos/Marquees;
<b>“Order”</b>	means Your order for the Tents/Gazebos/Marquees;

<b>“Order Confirmation”</b>	means Our acceptance and confirmation of Your Order as described in Clause 3;
<b>“Security Deposit”</b>	means the sum payable under sub-Clause 6.5 to cover the excessive wear and tear, excess cleaning requirements and non-accidental damage of the Tents/Gazebos/Marquees;
<b>“Tent/Gazebo/Marquee”</b>	means a tent/gazebo/marquee supplied by Us and hired by You subject to these Terms and Conditions;
<b>“We/Us/Our”</b>	means <<insert business name>> [, trading as <<insert trading name if different from company name>>,) a <<insert business type, e.g. Sole Trader, Partnership, LLP, Private Limited Company etc.>> [registered in England under number <<insert registration number>>] [,whose registered address is <<insert registered address>> and] whose main trading address is <<insert address>>; and
<b>“You”</b>	means you, the hirer of the Tents/Gazebos/Marquees.

- 1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, [text message,] fax or other means.
- 1.3 Each reference the singular number shall include the plural and vice versa where appropriate.

## 2. Information About Us

- 2.1 <<insert business name>> [, trading as <<insert trading name if different from company name>>,) is a <<insert business type, e.g. Sole Trader, Partnership, LLP, Private Limited Company etc.>> [registered in England under number <<insert registration number>>] [,whose registered address is <<insert registered address>> and] whose main trading address is <<insert address>>.
- 2.2 [Our VAT number is <<insert VAT number>>.]
- 2.3 [We are regulated by <<insert name(s) of regulator(s)>>.]
- 2.4 [We are a member of <<insert name(s) of association(s) etc.>>.]
- 2.5 [<<Insert further information as required>>.]

## 3. The Contract

- 3.1 These Terms and Conditions govern the hire of Tents/Gazebos/Marquees from Us and will form the basis of the Contract between Us and You. Before completing Your Order, please ensure that You have read these Terms and Conditions carefully. If You are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by Us including, but not limited to, sales and marketing

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literature, price list capable of acceptance may, at our discretion

constitutes a contractual offer that We

3.3 A legally binding contract will be created upon Our acceptance of Your Order Confirmation, and Your payment of the Deposit. Conditions will be provided in writing <<describe how and conditions are provided>>.

and You will be created upon Our Order Confirmation, and Your conditions will be provided in writing <<conditions are provided>>.

**4. Your Obligations**

4.1 When completing Your Order Confirmation, You are required to specify the location that the Tent/Gazebo/Marquee will be set upon. [For Tents/Gazebos/Marquees larger than <<insert area>> You must provide a plan of the site.]

required to specify the location that the Tent/Gazebo/Marquee will be set upon. [For Tents/Gazebos/Marquees larger than <<insert area>> You must provide a plan of the site.]

4.2 When choosing the location for the Tent/Gazebo/Marquee, You must ensure that the site meets the following criteria:

bo/Marquee will be set upon You must ensure that the site meets the following criteria:

4.2.1 The site can accommodate commercial vehicles for delivery and collection;

commercial vehicles for delivery and collection;

4.2.2 The site is clear of overhead cables, trees, and subsidence;

that is not from any undue risk of overhead cables, trees, and environmental hazards;

4.2.3 There is an area of at least <<insert area>> around the site that will allow Our installers to work safely. This area of the site (if any) must be clearly marked that results from the installation of the Tent/Gazebo/Marquee. You must also accept that the installation of the Tent/Gazebo/Marquee on a grassed area may require the replacement of the grass due to the lack of sunlight and water. We accept no responsibility for damage to the grass.

at least <<insert area>> around the site that will allow Our installers to work safely. This area of the site (if any) must be clearly marked that results from the installation of the Tent/Gazebo/Marquee. You must also accept that the installation of the Tent/Gazebo/Marquee on a grassed area may require the replacement of the grass due to the lack of sunlight and water. We accept no responsibility for damage to the grass.

4.2.4 There are no underground conduits or any other equipment buried less than <<insert depth>> underground at the site (We will not be responsible for damage done to any of the above if You supply incorrect information).

conduits or any other equipment buried less than <<insert depth>> underground at the site (We will not be responsible for damage done to any of the above if You supply incorrect information).

4.2.5 On the day of installation, there must be no obstacles or animals on the site that may obstruct Our installers;

ensure that the location is free of obstacles or animals that may obstruct Our installers;

4.2.6 <<insert additional conditions>>.

<<insert additional conditions>>.

4.3 For some Tents/Gazebos/Marquees, You may need to obtain certain permits or authorisations (e.g. council permits, for example). It is Your responsibility to ensure that all such permits or authorisations are obtained and to obtain the necessary information.

may need to obtain certain permits or authorisations (e.g. council permits, for example). It is Your responsibility to ensure that all such permits or authorisations are obtained and to obtain the necessary information.

4.4 During the Hire Period, the following rules are followed:

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4.4.1 No heating appliances are to be used inside the Tent/Gazebo/Marquee unless it is expressly written approval unless it is supplied by us.

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4.4.2 Smoking is not permitted inside the Tent/Gazebo/Marquee;

Gazebo/Marquee;

4.4.3 <<Insert additional conditions>>.

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## 5. Hire Period

- 5.1 The Hire Period shall be as stated in Your Order and confirmed in Our Order Confirmation.
- 5.2 Unless it is expressly stated otherwise, the Hire Period begins and ends at the times and dates shown in Our Order Confirmation.
- 5.3 Unless We expressly state otherwise, You must confirm that agreement in writing), no Hire Period may be charged.
- 5.4 You may extend the Hire Period by contacting Us via <<insert preferred contact details>> and Hire Periods shall be charged at <<insert rate>> of Our normal daily rate].

## 6. Fees and Payment

- 6.1 When placing Your Order, You are required to pay a Deposit of <<insert percentage>>% of the total Price of Your Order.
- 6.2 The Price for the Hire Period will be that shown in Our <<insert document, e.g. price list>> of Your Order.
- 6.3 We may, from time to time, offer special prices, discounts and other promotional offers. Such offers will be valid only for the period advertised. Orders placed during the period will be accepted at the special price even if We do not have stock available until after the period has expired.
- 6.4 The balance of the Price (less Deposit) should be made no later than <<insert period>> before the start of the Hire Period.
- 6.5 A refundable Security Deposit (sum>> should be paid by credit or debit card when You place Your Order. The Price. We will not release any payment of the Security Deposit. The Security Deposit must be paid in full or in part if any of the following is not returned, lost, stolen or damaged in any way: <<insert list of items>> Accidental Damage Waiver.
- 6.6 All Prices include VAT at <<insert rate>>%. If the rate of VAT changes between the date of Your payment of the Price, We will adjust the Price to the appropriate sum. Changes in VAT will not affect any Prices which have already been received payment in full from You.

## 7. Changes and Cancellation

- 7.1 You may change Your Order until <<insert period>> before the start of the Hire Period. Any change must be requested by <<insert period>> before the start of the Hire Period and must be confirmed by Us in writing. We will endeavour to accommodate Your request, but all changes are subject to availability. The Price due will change to reflect the changes made. Any outstanding sums due will be altered accordingly, or You may be required to pay an appropriate sum if You have already paid and the new Hire Period. Changes to Orders will also incur an administration fee of <<insert amount>>.
- 7.2 You may cancel Your Order before the start of the Hire Period

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7.2.1 For Orders of the Hire Period other sums paid

<insert period>> before the start of the Hire Period, We will retain the balance of Your Deposit and any other sums paid.

7.2.2 For Orders of the Hire Period <<insert period>> but more than <insert period>> of the Hire Period, We will retain the balance of Your Deposit and any other sums paid.

<insert period>> but more than <insert period>> of the Hire Period, We will retain the balance of Your Deposit and any other sums paid.

7.2.3 [For Orders of the Hire Period <<insert period>> but more than <insert period>> of the Hire Period, We will retain the balance of Your Deposit and any other sums paid if You have not already paid a further cancellation fee of <<insert percentage>> of the Hire Price which will be retained from sums paid if You have not already paid which You will be billed if You have not already paid.]

<insert period>> but more than <insert period>> of the Hire Period, We will retain the balance of Your Deposit and any other sums paid if You have not already paid a further cancellation fee of <<insert percentage>> of the Hire Price which will be retained from sums paid if You have not already paid which You will be billed if You have not already paid.]

7.2.4 [For Orders of the Hire Period <<insert period>> but more than <insert period>> of the Hire Period, We will retain the balance of Your Deposit in full and the balance of the full Price of the Hire Period (if You have not already been paid).]

<insert period>> but more than <insert period>> of the Hire Period, We will retain the balance of Your Deposit in full and the balance of the full Price of the Hire Period (if You have not already been paid).]

7.3 We may, at Our sole discretion, waive any of the charges detailed above if Your cancellation is due to exceptional circumstances.

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**8. Delivery, Hire and Collection**

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8.1 The Hire Period begins on the date of delivery to the site and ends on the date of collection. The Tent/Gazebo/Marquee will be delivered to the site and set up by Our installers as close to the start of the Hire Period as possible.

The Hire Period begins on the date of delivery to the site and ends on the date of collection. The Tent/Gazebo/Marquee will be delivered to the site and set up by Our installers as close to the start of the Hire Period as possible.

8.2 Before delivery, We will make reasonable endeavours to ensure that the Tent/Gazebo/Marquee is delivered to the site and that all other items to be supplied are available. You should, however, check the items before delivery and set up and will be asked by Our installers to confirm that there is nothing missing and that there are no visible damages to the Tent/Gazebo/Marquee. If there is any visible damage to the Tent/Gazebo/Marquee, please inform Us immediately. We will use all reasonable endeavours to provide suitable replacements of missing items or damaged items. If You do not provide suitable replacements of at least the same quality as the original, You will be entitled to a full refund.

Before delivery, We will make reasonable endeavours to ensure that the Tent/Gazebo/Marquee is delivered to the site and that all other items to be supplied are available. You should, however, check the items before delivery and set up and will be asked by Our installers to confirm that there is nothing missing and that there are no visible damages to the Tent/Gazebo/Marquee. If there is any visible damage to the Tent/Gazebo/Marquee, please inform Us immediately. We will use all reasonable endeavours to provide suitable replacements of missing items or damaged items. If You do not provide suitable replacements of at least the same quality as the original, You will be entitled to a full refund.

8.3 We are required to provide goods of satisfactory quality and to match any samples, models or descriptions also required to [insert details of this Clause 8, Our 'faulty'. If You do not provide suitable replacements of at least the same quality as the original, You will be entitled to a full refund.

We are required to provide goods of satisfactory quality and to match any samples, models or descriptions also required to [insert details of this Clause 8, Our 'faulty'. If You do not provide suitable replacements of at least the same quality as the original, You will be entitled to a full refund.

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**9. Accidental Damage Waiver**

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**10. Loss and Damage**

10.1 You are responsible  
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cribed in Clause 9.

10.2 Any charges due un  
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age or faults that are discovered

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**11. Our Liability**

11.1 We will be responsible for any loss or damage that You may suffer only as a result of Our negligence or the negligence of Our agents or employees when the Contract is in force. We will not be responsible for any loss or damage that is not caused by Us.

the loss or damage that You may suffer only as a result of Our negligence or the negligence of Our agents or employees when the Contract is in force. We will not be responsible for any loss or damage that is not caused by Us.

11.2 [In any event, Our liability shall be limited to the value of the Contract payable by You.]

the Terms and Conditions shall be limited to the value of the Contract payable by You, that is, the total Price of the Contract.

11.3 Nothing in these Terms shall seek to exclude or limit Our liability for death or personal injury, or for negligence (including that of Our agents or employees) or for fraud or fraudulent misrepresentation.

Nothing in these Terms shall seek to exclude or limit Our liability for death or personal injury, or for negligence (including that of Our agents or employees) or for fraud or fraudulent misrepresentation.

11.4 Nothing in these Terms shall seek to exclude or limit Our liability with respect to You or any third party. For more information on your legal rights and on what you may be entitled to if something goes wrong, please [consult your local Citizens Advice Bureau or Trading Standards Office].

Nothing in these Terms shall seek to exclude or limit Our liability with respect to You or any third party. For more information on your legal rights and on what you may be entitled to if something goes wrong, please [consult your local Citizens Advice Bureau or Trading Standards Office].

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**12. Events Outside of Our Control**

12.1 We will not be liable for any failure to perform our obligations where that failure is caused by an event outside of Our reasonable control. Such events include, but are not limited to: power failure, internet service provider failure, network outages or other industrial action by third parties, riots, strikes, terrorism, fire, explosion, flood, storms, earthquakes, subsidence, epidemics, pandemics, wars (declared, undeclared or threatened), acts of war (threatened or actual), preparations for war, epidemic or pandemic diseases, and other natural disasters. We will not be liable for any failure to perform our obligations where that failure is caused by an event outside of Our reasonable control.

We will not be liable for any failure to perform our obligations where that failure is caused by an event outside of Our reasonable control. Such events include, but are not limited to: power failure, internet service provider failure, network outages or other industrial action by third parties, riots, strikes, terrorism, fire, explosion, flood, storms, earthquakes, subsidence, epidemics, pandemics, wars (declared, undeclared or threatened), acts of war (threatened or actual), preparations for war, epidemic or pandemic diseases, and other natural disasters. We will not be liable for any failure to perform our obligations where that failure is caused by an event outside of Our reasonable control.

12.2 If any event described in Clause 12.1 occurs that is likely to adversely affect Our performance under these Terms and Conditions:

If any event described in Clause 12.1 occurs that is likely to adversely affect Our performance under these Terms and Conditions:

12.2.1 We will inform You as soon as reasonably possible;

We will inform You as soon as reasonably possible;

12.2.2 We will inform You as soon as reasonably possible and provide details of the event;

We will inform You as soon as reasonably possible and provide details of the event outside of Our control is over and our services or availability as necessary;

12.2.3 If the event continues for more than <<insert time period>> we will cancel the Contract and inform You of the cancellation;

If the event continues for more than <<insert time period>> we will cancel the Contract and inform You of the cancellation;

12.2.4 If an event continues for more than <<insert time period>> and we do not cancel the Contract, You may do so by informing Us in writing;

If an event continues for more than <<insert time period>> and we do not cancel the Contract, You may do so by informing Us in writing;

12.2.5 If the Contract is cancelled under Clause 12 before the Hire Period begins, any amount paid to Us will be refunded in full. Other provisions of these Terms and Conditions regarding cancellation charges and other costs shall not apply.

If the Contract is cancelled under Clause 12 before the Hire Period begins, any amount paid to Us will be refunded in full. Other provisions of these Terms and Conditions regarding cancellation charges and other costs shall not apply.

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**13. Communication and Contact**

If You wish to contact Us with any queries, You may contact Us in person at [any of] Our store[s], by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

nts, You may contact Us in person at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert company name>>, <<insert address>>.

**14. Complaints and Feedback**

14.1 We always welcome feedback from our customers and, whilst We always use all reasonable endeavours to resolve any issues, Your experience as a customer of Ours is a positive one. We would like to hear from You if You have any cause for complaint.

customers and, whilst We always use all reasonable endeavours to resolve any issues, Your experience as a customer of Ours is a positive one. We would like to hear from You if You have any cause for complaint.

14.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available at <<insert address>>.

with Our complaints handling policy and procedure, available at <<insert address>>.

14.3 If You wish to complain, please contact Us, but not limited to the following: Tent/Gazebo/Marquee

of Your dealings with Us, including, but not limited to the following: the Conditions, the Contract, or the Terms and Conditions, in any one of the following ways:

14.3.1 [In writing, to the attention of <<insert name and/or position and/or department>>]

<<insert name and/or position and/or department>>

14.3.2 [By email, to <<insert name and/or position and/or department>>]

<<insert name and/or position and/or department>>];

14.3.3 [Using Our complaint form;]

following the instructions included with the form;

14.3.4 [By contacting <<insert telephone number>> [and choosing option <<insert option number>>] when prompted.]]

<<insert telephone number>> [and choosing option <<insert option number>>] when prompted.]]

**15. How We Use Your Personal Information (Data Protection)**

**(Data Protection)**

15.1 All personal information that You provide to Us will be collected, processed, and held in accordance with the applicable EU Regulation 2016/679 General Data Protection Regulation (GDPR) and our rights under the GDPR.

will be collected, processed, and held in accordance with the applicable EU Regulation 2016/679 General Data Protection Regulation (GDPR) and our rights under the GDPR.

15.2 For complete details of how we process, store, and retain your personal data including the purpose(s) for which personal data is used, the legal basis for using it, details of Your rights and how to exercise them, and for sharing (where applicable), please refer to Our Privacy Policy at <<insert location>>.

processing, storage, and retention of your personal data including the purpose(s) for which personal data is used, the legal basis for using it, details of Your rights and how to exercise them, and for sharing (where applicable), please refer to Our Privacy Policy at <<insert location>>.

**16. Other Important Terms**

16.1 We may transfer (and sub-license) all or part of our obligations and rights under these Terms and Conditions (and any other applicable law) to a third party (this may happen, for example, if we are sold or merged with another business). If this occurs You will be notified in writing and Your obligations under these Terms and Conditions will not be affected and the third party who takes over these Terms will be transferred to the third party who takes over.

and rights under these Terms and Conditions (and any other applicable law) to a third party (this may happen, for example, if we are sold or merged with another business). If this occurs You will be notified in writing and Your obligations under these Terms and Conditions will not be affected and the third party who takes over these Terms will be transferred to the third party who takes over.

16.2 You may not transfer or assign your obligations and rights under these Terms and Conditions (and any other applicable law) without Our express written permission.

obligations and rights under these Terms and Conditions (and any other applicable law) without Our express written permission.

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16.3 The Contract is between you and Us. No person or third party will be entitled to enforce any provision of these Terms and Conditions.

not intended to benefit any other person or party will be entitled to enforce any provision of these Terms and Conditions.

16.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or unenforceable by any court or other authority, that / those provisions shall be severed from the remainder of these Terms and Conditions and the remaining provisions shall be valid and enforceable.

If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or unenforceable by any court or other authority, that / those provisions shall be severed from the remainder of these Terms and Conditions and the remaining provisions shall be valid and enforceable.

16.5 No failure or delay in exercising any rights under these Terms and Conditions means that We will not be deemed to have waived any subsequent rights under these Terms and Conditions.

No failure or delay in exercising any rights under these Terms and Conditions means that We will not be deemed to have waived any subsequent rights under these Terms and Conditions.

**17. Governing Law and Jurisdiction**

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17.1 These Terms and Conditions shall be governed by, and construed in accordance with, the law of [England & Wales] [Northern Ireland] [Scotland].

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

17.2 As a consumer, you may be entitled to certain mandatory provisions of the law in your country of residence. Clause 17.1 above takes away or reduces your rights under those provisions.

As a consumer, you may be entitled to certain mandatory provisions of the law in your country of residence. Clause 17.1 above takes away or reduces your rights under those provisions.

17.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of England and Northern Ireland, as determined by your residency.

Any dispute, controversy or claim between you and Us relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of England and Northern Ireland, as determined by your residency.

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