

# Terms and Conditions & Hire Agreement for Bell Tent

We want everyone to have a fabulous experience at their bell tent sleepover and for that reason we take Health and Safety very seriously. The last thing anyone wants is a great event being ruined by unfortunate accidents or mishaps. For insurance reasons we also need to ensure that you are aware of all the rules and regulations surrounding your hire.

We ask that you carefully read and sign our Terms and Conditions for Hire when we deliver the bell tent sleepover party hire equipment.

**Applicable for hire of all bell tent sleepover party equipment.**

## 1. GENERAL

1. All bookings are accepted subject to the Terms and Conditions of hire as stated below. By allowing the set up to go ahead, the client is deemed to have acknowledged this.
2. These terms and conditions apply to all orders given to and accepted by The Happy Wigwam Company. In these conditions "you" means the hirer of any equipment and "we" means The Happy Wigwam Company. The terms and conditions can only be varied in writing by a representative of The Happy Wigwam Company.
3. You must pay the full balance due for hire of the equipment (as set out in any invoice from The Happy Wigwam Company) 7 days prior to the day of delivery of the equipment. This is a condition of the contract and we reserve the right to refuse to deliver the equipment without any liability for any consequential loss to you if you have not done so.
4. Bookings must be made by a responsible person aged 18 or over.

## 2. PROVISION OF SERVICES

1. We will deliver the hire equipment to you on the date and at the address specified on the booking form.
2. We will set up and dismantle the equipment specified on the booking form, or that agreed by variation.

## 3. EQUIPMENT SET UP REQUIREMENTS

1. We will only set up the equipment outside, on a clear area of grass which must meet the minimum space requirement to allow the bell tent to be fully erected and secured safely.
2. We will only pitch the bell tent in an enclosed, private garden unless otherwise agreed prior to booking.
3. We reserve the right to refuse or cancel the set up if the pitching area is found to be unsafe, soiled with animal excrement, litter or any other debris, or is, in our opinion, unsuitable in any other way.
4. We cannot take any responsibility for any damages tent pegs may cause to the ground, nor any damage to grass caused by the presence of the bell tent. The hire charge does not include making good any of the site unless caused by negligence of the company or it's representatives.

## 5. CLIENT RESPONSIBILITIES

1. You must ensure the pitching area is free of toys, garden furniture or any other items prior to our arrival. We cannot assist in moving items for you.
2. You must ensure there is clear access to parking outside your house. We reserve the right to refuse to set up if equipment cannot safely be carried directly to the pitching site.
3. You must ensure there is clear access directly to your private garden in which the equipment is to be set up.

4. It is your responsibility to correctly measure the space required to accommodate the bell tent. You must have at least 6m x 6m flat area of grass to allow the 4-metre bell tent to be pitched and 7m x 7m flat area of grass to allow the 5m bell tent to be pitched. No refund will be given in the event that the tent cannot be pitched due to incorrect measurement.
5. You consent to heavy duty tent pegs being used on the grass in the site area.
6. A responsible person aged 18 or over, who is not under the influence of drugs or alcohol, must closely supervise the hired equipment at all times. It is your responsibility to ensure the safety of those within and around the tent and site area.
7. You must ensure children and pets are fully supervised around the tent area, in particular around the guy ropes and tent pegs.
8. Young children must not be left unattended in the tent. Some of our equipment may be hazardous or contain small parts unsuitable for children under 3.
9. You must not allow children or adults to climb or swing on any of the hired equipment.
10. Slime, nail polish, face paints, messy foods or chewing gum are not permitted on the hired equipment.
11. You agree not to tamper with the equipment and in particular, not suspend or affix any item from the tent.
12. No sharp objects, drawing pins or pins should be used on or fixed on to any of the equipment.
13. Pets are not permitted inside or on any of the hired equipment.
14. You must not light or allow to be lit, any candle, fire or other naked flame either inside or within close proximity of any of the equipment.
15. You must not use any gas or electrical cooking, lighting or other electrical appliance of any kind within the tent.
16. You must not smoke, or allow anyone to smoke inside the tent or within close proximity to the tent or any of the equipment.

## 6. LOSS OR DAMAGE TO EQUIPMENT

1. The equipment must be returned in an acceptable condition, i.e. clean, unsoiled and undamaged. If it is soiled or damaged the hirer agrees to pay any sums incurred to cover additional cleaning costs and any costs of repair, replacement and/or loss of earnings as a result of the equipment being out of commission.

## 7. PHOTOGRAPHS

1. You agree to allow photographs to be taken of the equipment once set up at your address and the images being used on social media and other platforms for promotional use. No images showing children will be used without consent.

## 8. LIABILITY

1. The Happy Wigwam Company and/or any of their agents, employees, directors or other representatives shall not be held liable for any injury, loss or damage to persons or property sustained as a result of any failure by any person to follow these terms and conditions or any other rules, instructions or conditions given to you (including but not limited to specific instructions and guidelines for the hire equipment) by any representative of The Happy Wigwam Company, either verbally or in writing, before or during the hire period.

## 8. CANCELLATION AND ADVERSE WEATHER CONDITIONS

1. In the event we are unable to safely pitch the tent due to adverse weather conditions, such as high winds, thunder and lightning or freak weather, or where weather warnings have been issued, we

will reschedule your booking to the next mutually available date. Should no suitable date be agreed or available, a full refund will be given.

2. In the event that you cancel due to weather conditions, where it is deemed by us that the tent can safely be pitched, no refund will be given.
3. No refund will be given should adverse weather occur once the tent has been set up.
4. Bookings cancelled up to 14 days prior to the hire date will receive a deposit refund, less a £10 administration charge.
5. Bookings cancelled with 14 days or less notice will receive no refund of deposit.
6. Full payment is required 7 days before the hire date. Bookings cancelled with 7 days or less notice will receive no refund of any payments made. Exceptional circumstances will be considered.
7. Changes to the hire number can be made up to 7 days before the hire date, subject to availability. Any reduction in numbers made 7 days or less before the hire date will not be refunded.
8. In exceptional circumstances a transfer of hire date may be possible at the company's discretion. A £30 charge will apply for date changes made within 14 days of the hire date.
9. Please note, we cannot refund the cost of personalised and some bespoke items (unless cancelled by THWC). You can arrange to collect these, or in some instances we may be able to deliver or post the items to you. The hirer must cover postage costs.