

Terms & Conditions

The following conditions apply to the hire of any item including gazebos and any other piece of equipment by us, Spaced Out Events LLP, to you, the customer. In these conditions, the word 'equipment' includes any item hired by us to you.

The terms of these conditions can only be altered with our written agreement. No condition contained in any booking form or other communication by you which is inconsistent with any of these conditions will be deemed to have been accepted unless we have agreed to your condition in writing.

1) Acceptance of Quotation

No binding contract will exist until you have accepted our quotation in writing and paid the required deposit or monies in full, as required, and we have issued you with a written acknowledgment of your acceptance. Quotations remain valid for 14 days from the date stated, unless otherwise agreed, provided that the equipment is still available.

2) Basis of Quotation

All quotations are made subject to the following understandings:

- i. Hire charges do not include attendance by our employees for any purpose other than erecting and dismantling gazebos and additional equipment as agreed.
- ii. Period of hire means the period for which the equipment is required to be ready for use.
- iii. The size and surface of the site are suitable for erection of the gazebo(s).
- iv. You have informed us of any drains, pipes, cables or other obstacles which might affect the site. It should be noted that the pegs holding gazebos on grassed areas may be driven up to one metre into the ground. You should note that you are responsible for repairing and making good any damage caused to the site by erection or dismantling of any equipment.
- v. The site must be cleared of all obstacles prior to delivery of our equipment. If we have to move any obstacles we will not be held liable for any damage as a result of this.
- vi. You will be liable for any additional costs or charges of Spaced Out Events LLP in the event that extra work or equipment outside the terms of a quotation is required, or the equipment is required or used for any period outside the period of hire.

3) Order Confirmation and Amendments

- i. Only those items listed on customer quotations/invoices will be delivered.
- ii. It is contingent upon the client to ensure that all goods / services ordered appear correctly on the order list as required. ONLY items which appear on the order list will be delivered. Any amendments must be made prior to the order being dispatched. Please ensure your order list is correct and complete as it may not be possible to amend your order once it has been dispatched.

iii. All changes to existing orders must be in writing and will only be agreed once written confirmation is received by the client.

4) **Payment**

i. A 50% deposit for the total hire invoice must be paid prior to ourselves acknowledging the booking.

ii. A further deposit (fully refundable) will be required against loss or damage to equipment if such equipment is collected and returned to Spaced Out Events LLP by the customer.

iii. The balance of the hire charge shall be payable in full prior to the date of delivery or set up.

iv. If payment is not made on the due date, you shall be liable for interest on any amount outstanding at a rate of 2% per week.

5) **Cancellation**

i. In the event that you cancel the contract, any deposit that you have paid shall be forfeit. In addition, you will be liable to pay the following percentage of the hire charge quoted dependent on the period of notice given prior to date of commencement of the hire. The deposit shall be deducted from the percentage payable.

Period of Notice

Percentage of the Total Hire Charge

More than 90 days - 25% or deposit paid, whichever is the greater

61 to 90 days - 45% or deposit paid, whichever is the greater

31 to 60 days - 60% or deposit paid, whichever is the greater

8 to 30 days - 75% or deposit paid, whichever is the greater

Up to 7 days - 100%

ii. All cancellation charges will be deducted from the cardholders debit/credit card as applicable.

6) **Delay**

We shall not be liable for delay or failure to complete any contracts as a result of:

i. The site being unsuitable or access being unavailable on the date stated for delivery

ii. Adverse wind or weather conditions

- iii. Loss or damage to equipment by fire or flood
- iv. Any industrial dispute, lock-out or strike
- v. Any cause outside our control including traffic congestion
- vi. Grass sites which have not been cut

7) Non-availability/supply of Equipment

i. If for reasons beyond our control any item of equipment booked is not available for the period of hire, we reserve the right to substitute an alternative size of marquee or other equipment to meet, as near as possible, your requirements. If we do so you will not have any claim against us. In the event that we cannot substitute suitable alternative sizes of equipment we shall notify you of cancellation of the contract in which event any deposit or other monies paid by you will be refunded immediately, but otherwise no claim shall lie against us.

ii. Hire goods provided by Spaced Out Events LLP may in certain circumstances differ slightly from the photo images shown on our website, although every effort will be made to provide the goods as displayed in photo form on our website. We reserve the right to substitute articles of a similar nature.

8) Delivery from Site and Collection from Site

i. You must have the site available and in a suitable condition for the setup and collection of the equipment at the time stated for delivery and collection. You should either be available personally or have a representative available at the site at the time stated for delivery and collection.

a. We will erect any gazebo(s) in such a manner and location as we consider appropriate provided that we shall follow in so far as possible any plan supplied by you.

b. We will deliver and place the equipment in a location we consider appropriate.

ii. An accepted and received delivery confirms that the client is satisfied that goods/services have been delivered/setup to a safe and acceptable standard.

iii. If you require us to move any gazebo(s) or equipment already delivered for any reason you will be liable for an additional charge.

iv. If we are required to redeliver or collect as a result of you or your representative not being available at the delivery time or collection time arranged by Spaced Out Events LLP, you will be liable for an additional charge.

v. Charges will be incurred for any additional journeys over and above the standard delivery and collection service.

vi. Equipment shall be supplied in full working order. Should the hirer encounter difficulty in operating the equipment, Spaced Out LLP will not be held responsible for rectifying any problems whilst in possession of the hirer.

vii. Any inaccuracies in the measurements, calculations and/or other information provided by the hirer shall not be the responsibility of Spaced Out Events LLP. Full charges will apply even if the equipment cannot be set up. Spaced Out Events LLP will not be obliged to carry out any additional work as a result of these inaccuracies. Full charges will apply for time taken for remedial work and extra journeys for any additional work it does agree to carry out.

9) **Parking**

i. It is the responsibility of the client to ensure that suitable parking arrangements are made for both delivery and collection of goods. All parking fines incurred will be charged to the client in full + the current rate of VAT.

ii. Spaced Out Events LLP reserve the right to charge an additional fee in respect of sites deemed to be awkward or overly time consuming for delivery, collection and/or setup.

10) **Ownership**

i. All equipment hired remains at all times the sole property of Spaced Out Events LLP. You may not sub-hire or part with possession of the equipment and you may not allow any lien or encumbrance to be created over the equipment.

11) **Care of Equipment**

i. You are responsible for and shall indemnify us against any loss of or damage to all hired equipment whatsoever the cause.

ii. If required, you must provide to us proof of having arranged insurance in your name for the hired equipment at least 7 days prior to the delivery date of the equipment, as applicable.

iii. You must ensure that all equipment is adequately heated when necessary so as to protect the equipment from frost, snow or ice damage, and you must ensure that the collection or building up of snow on any equipment is not allowed.

iv. Given the risk of damage to a gazebo in windy conditions you must take all reasonable precautions to ensure that all openings are firmly closed when not in use and are open only for the purposes of entering and leaving the marquee. In extreme wind conditions the gazebo sides should be left open to reduce wind resistance on the marquee. Should wind conditions be a cause for concern clients must telephone Spaced Out Events LLP immediately where an emergency contact number will be available.

v. All heating and cooking equipment must be placed a minimum of six feet from the marquee panels and must not be left unattended whilst in use. There must be no heating or cooking within the gazebo other than by electrical appliances or purpose designed butane or propane gas appliances. Barbeque equipment or open fires used outside must be placed a minimum of fifteen feet from the marquee.

- vi. Deliveries left at premises unattended are left at the Hirer's risk.
- vii. Damage, shortages, and breakages will be charged at full replacement cost.
- viii. Additional delivery and collection charges will be deducted from the cardholders debit/credit card as applicable.

12) **Limitation of Liability**

i. In the event that we fail to fulfil any terms of the hire contract our liability is limited to refund or cancellation of any hire charges. Under no circumstances shall we be liable to you for any indirect, special or consequential loss or damage (whether for loss or profit or otherwise) cost expenses or other claim for compensation whatsoever whether caused by the negligence of ourselves, our employees or agents or otherwise which arise out of or in connection with the hire of the equipment and our entire liability under and in connection with the hire contract shall not exceed the amount of hire charges. This condition shall not apply to death or personal injury caused by our negligence.

ii. Spaced Out Events LLP will only reimburse the cost of hire of equipment that is found by us to be faulty or inadequate and will not be responsible for any other costs incurred by the faulty or inadequate equipment.

13) **Insolvency of Customer, etc**

i. If you become insolvent or are made bankrupt or come to any arrangement or scheme with your creditors, or, if you are a company, you have a liquidator, receiver or administrator appointed or if you breach any of these conditions then we may cancel the hire contract immediately and remove any equipment delivered.

14) **Smoking in Enclosed Public Places**

i. Responsibility for complying with current smoking legislation rests with the customer for the duration of the marquee hire.

15) **Health and Safety**

i. In extreme wind conditions the gazebo sides should be left open to reduce wind resistance on the marquee. Should wind conditions be a cause for concern clients must telephone Spaced Out Events LLP immediately.

- ii. Gas appliances should not be used below ground level and only used in a well ventilated area.
- iii. Spaced Out Events will not take any responsibility for damage caused by use of goods and equipment hired.
- iv. Under no circumstances should the clients permit any persons to sleep or stay overnight in any structure supplied by Spaced Out Events LLP where any gas appliances might be present.
- v. It is the client's responsibility to ensure that the expulsion of all gases from the client's premises, including boiler flues and central heating systems, will be directed in such a way as to avoid accumulation of gases in the gazebo structure, or the relevant appliance switched off.
- vi. An accepted and received delivery confirms that the client is satisfied that goods/services have been delivered/setup to a safe and acceptable standard (refer to section 8).
- vii. During and after snowfall, the hirer must ensure that all gazebo structure roofs and connecting roof valleys are fully clear of snow before entering the structure. Snow should be cleared at frequent intervals to avoid snow loading or any build-up of snow.
- viii. In the unlikely event of extreme weather conditions, Spaced Out Events LLP does reserve the right to cancel any contract which it considers the weather conditions might pose a risk to health and safety and/or property. Spaced Out Events LLP shall not be held liable for any costs incurred by the cancellation.