



## EMPTY QUARTER EVENTS LTD TERMS & CONDITIONS OF HIRE

Please read these terms and conditions carefully as they set out the obligations and rights of your Event booking. The Client making this booking must be a UK or Irish resident and at least 18 years of age.

### Definitions

**'Client'** is the party hiring the Equipment from the Company.

**'Company'** is Empty Quarter Events Ltd. whose registered company number is 13661920.

**'Equipment'** is the stretch tent(s) and other items (including but not limited to furnishings, electrical hire, and heating hire) specified in the referenced Quotation.

**'Quotation'** is the document which the Company has provided to the Client specifying the Equipment to be provided on the Event Date.

**'Event Date'** shall be for the period as set out in the Quotation.

**'Event'** shall be the function taking place as outlined in the Quotation.

**'Rental Cost'** is the amount in pound sterling for Equipment hire during the Period Of Hire as stipulated in the Quotation.

**'Booking Deposit'** is the 20% fee taken upon booking to reserve the Event Date.

**'Period Of Hire'** is the period between the delivery of the Equipment to the Site until the Equipment has been removed from the Site by the Company or its representatives.

**'Site'** shall be the location chosen by the Client for delivery and erection and/or storage of the Equipment.

### 1. Conditions

Empty Quarter Events Limited, incorporated and registered in England and Wales with company number 13661920 whose registered office is at Elmwood House York Road, Kirk Hammerton, York, England, YO26 8DH (hereafter called 'The Company') agrees to hire the Equipment to you (the 'Client') for a function or event (the 'Event') at the Site stated in the Quotation, only subject to these terms and conditions. The Client, by making or authorizing payment or allowing or authorizing work to proceed, is deemed to have acknowledged this. These terms supersede any Client supplemental or conflicting terms and conditions to which notice of objection is hereby given.

## **2. Deposit and Rental Cost**

- a) Before accepting a quotation and paying the deposit, the Client is responsible for checking that the Quotation accurately reflects the Equipment they wish to order. The Company will not be liable for any errors or omissions on the quotation.
- b) Upon receipt of the Quotation, The Company will hold the Client' Event date for a period of 7 days. The Client agrees to pay the deposit within 7 days after which the date is automatically released.
- c) A non-refundable Booking Deposit amount of 20% of the total cost of the Equipment Rental Cost is payable at the time of booking to secure the Equipment for the Event. is non-refundable and non-transferable under any circumstance other than Clause 12.
- d) Confirmation will be sent to the Client in writing when payment has been received and booking is confirmed. Payment of the Booking Deposit is evidence of the Client's acceptance of these terms and conditions.
- e) The Rental Cost is payable in full at least one week prior to the Event unless otherwise agreed with The Company. The Company reserves the right to not provide Equipment should full payment not be received 2 days prior to the Event Date.
- f) The Rental Payment includes rental of the Equipment during the Rental Period, delivery, set up, take down and collection costs, plus any additional costs reflected on the quotation.
- g) Additional rig and de-rig costs may be applied for longer term hire solutions. This is examined on a case-by-case basis.
- h) Electronic invoices will be sent for the initial payment and all subsequent payments.
- i) The Company uses electronic bank transfer and cash payments as its only method of payment.

## **3. Rental Period**

- a) The Rental Period commences on the date of delivery and set up of the Equipment, prior to the Event and continues until the date of take down and collection of the Equipment after the Event.
- b) The Company reserves the right to amend the Rental Period should it deem this to be necessary for the set up or take down of the equipment at the Client's site and will make the Client aware of any changes in set up or take down days as soon as possible.

## **4. Delivery and Return**

- a) The Company will deliver the Equipment to the Site and erect at the beginning of the Rental Period and will dismantle and collect the Equipment at the end of the Rental Period. Times and dates of delivery and collection are subject to confirmation.
- b) The Company reserves the right to alter the date of set-up if weather or Site conditions would, in The Company's estimation, put the Equipment or employees of The Company at risk of injury and/or damage and/or loss.
- c) The Client may request that furniture is set up in accordance with a floorplan when the Equipment is erected. This is subject to prior agreement at least one month before the Event. Any changes to an agreed floorplan during set up may incur additional labour charges.
- d) Delivery charges are subject to change depending on the amount of Equipment being hired from The Company. If the weight of the Equipment being hired exceeds the legal weight limit for our delivery vehicles, additional transport will be required and the costs will be specified on the quotation or will be sent via email to the Client.

- e) The Client agrees to be at the Site the day of delivery in order to show the team where the structures are to be placed, The Company is not liable for wrong positioning should The Client not adhere.
- f) The Client and site owner accept that minor damage to the lawn and/or any other anchoring points may occur during the erection/hire duration/dismantle of the Equipment due to the nature of the anchoring technique. The Company will not be held responsible for such damage should it occur.
- g) The Client agrees to not enter the Equipment while it is being erected or dismantled by The Company.
- h) The Company reserves the right to stop any activity which it reasonably believes is likely to cause damage to the interior or exterior of the Equipment and risk the safety of people at the Site. In accordance with this, The Company will not tolerate any abusive behaviour by guests to any other guests or members of staff.
- i) The Company reserves the right to remove, using reasonable force, any persons acting inappropriately at the Event.
- j) All tableware, decorations, artefacts, waste, food stuffs, beverages, not supplied by The Company, must be removed by the Client or third-party suppliers early morning on or the day prior to the day of collection at the end of the Rental Period to enable The Company to safely remove the Equipment. The Company reserves the right to charge for any additional costs incurred should this condition not be met.
- k) The Company does not accept any liability for loss or damage of Client, guest or third-party personal property left in the Equipment.

## **5. The Company's Obligations**

- a) For any events requiring mechanical installations to any structural members ie. walls, beams, posts, The Company advises that the Client should use the services a third-party structural engineer.
- b) The Company will deliver the Equipment and proceed to erect it on the date agreed in writing between the parties, or the Client's representatives.
- c) The Company will instruct the Client on safe use of heating Equipment it has provided (please refer to clause 10).
- d) If required, The Company will provide the Client, as part of a handover checklist, a "Wind Action Plan" and the Client will monitor and record wind speeds in accordance with this (please refer to clause 11).
- e) The Company will dismantle and remove the Equipment from the Site on the date agreed in writing between the parties, or the Client's representatives.

## **6. Client's Obligations**

- a) Temporary structures will normally be secured using metal stakes. It is the responsibility of the Customer to notify the Company in writing of the location of any Underground Services. If the Customer does not own the Site they should first check where the Underground Services are with the site owner.
- b) The Client must accept all responsibility, and indemnify the Company against, all damages to Underground Services and any consequential damages and losses.
- c) The Client must accept responsibility for damage to any underground cables, pipes or services.
- d) The Client shall notify The Company in advance of where all structures are to be erected. It is the Client's responsibility to provide a grassed, firm, level and well drained Site, which can easily hold 1.5m pegs into the ground.
- e) The Client shall arrange for any grass to be cut to a maximum length of 3 inches no later than 3 days prior to the Event.
- f) Any overhanging branches/trees must also be cut back by the Client/property owner in advance of The Company arriving on site. The Client will be liable for costs associated with additional labour if the Site is not prepared appropriately prior to The Company arriving at the start of the Rental Period.
- g) The Site must have good access to enable a vehicle of up to 12 tonnes to be able to get within 20 metres of the erection-site. Any concerns or issues with access to the Site must be notified to The

Company at the time of booking to enable delivery charges to be accurately reflected in the quotation. The Client may be liable for costs associated with additional labour/delivery charges for failure to comply with this clause.

- h) If the Site does not meet the specifications and is deemed unsuitable at the discretion of The Company, The Company reserves the right to refuse to erect any Equipment and the Client shall be responsible for the full Rental Cost.
- i) If the Client has any doubt as to the suitability of a Site they must discuss this with The Company at the time of booking. Where necessary a Site visit can be undertaken. Site visits may incur additional charges, which The Company is happy to discuss.
- j) The Company will provide the Client with a check list, and a walkaround by both parties will be conducted at handover. Both parties will agree to the condition of the interior and exterior of the Equipment. The Client must check all the equipment and satisfy themselves as to the condition at the beginning of the Rental Period and notify The Company of any defects that are found with the equipment before the team leave site.
- k) The Client is responsible for providing a suitable power source and cabling for any lighting, heating, band, caterers etc. needed at the Event within 10 metres of the Equipment.
- l) If using a site-supplied power-source, The Client should undertake to have a qualified electrician inspect the power supply and confirm that the power supply is fit to provide power for all electrical Equipment provided by The Company and third-party suppliers.
- m) The Client is responsible for ensuring that the Equipment is cared for, that it is kept safe and secure and that it is not used beyond its capacity. The Client shall be responsible for, and indemnify the Company against, any loss of or damage to all Equipment whatsoever the cause. Any loss or damage will be charged for on a reinstatement with new basis, as detailed in the Quotation.
- n) The Company recommends hiring security or designating a lookout if safety of the site cannot be guaranteed. Theft of or damage to the Equipment will be charged for in full.
- o) The Client agrees not to tamper with the structure or any part of the Equipment and not to affix or suspend from the Equipment any item without The Company's prior written consent.
- p) The Client agrees not to install, or allow to be installed by any third party, equipment, furniture, or decorations within one metre of the fabric of a tent, without prior written agreement. The Client remains liable for any damage caused, as per clause 2.
- q) The Client must appoint a single person, not under the influence of alcohol or drugs, who will be responsible for the safe use of any heating Equipment, turning it off fully before the Equipment is vacated at the end of the Event.
- r) The Client must appoint a single person, not under the influence of alcohol or drugs, who can roll down / zip any canvas sidings should the weather become cold, or it start to rain.
- s) The Client must ensure that precautions are taken to prevent damage to the Equipment in terms of smoking and by means of mud and dirt to the canvas cover and spillages of red wine, soiling etc. to the interior / furnishings and agrees to indemnify The Company for any damages or dry cleaning required as a result.
- t) The Client agrees to not use fireworks/pyrotechnics/third-party heating sources within 50 metres of the Equipment.
- u) The Client must notify The Company during the Rental Period of any damages, loss or theft howsoever occurred. Prompt notification will assist The Company in mitigating its losses, particularly in relation to costs incurred to replace, repair or clean any equipment prior to subsequent bookings with other Clients. Failure to notify The Company prior to the end of the Rental Period may incur additional costs to the Client.

## **7. Cancellation**

- a) Under the Consumer Contracts (Information, Cancellation, and Additional Charges) Regulations 2013, you have the statutory right to cancel your Event within 14 calendar days from the date the contract is formed.

- b) To exercise this right, you must notify us in writing (via email) within the 14-day cancellation period. Provided you cancel within this timeframe, you will receive a full refund of any payments made.
- c) Any cancellation should be given by written notice to The Company via [abbey@emptyquarterevents.co.uk](mailto:abbey@emptyquarterevents.co.uk)
- d) In the circumstance of cancellation by the Client, all payments made are strictly non-refundable following the 14 day period, and payment is required in accordance with the provisions set out below:
  - a. Cancellations over **12 months** of the Event Date = loss of deposit.
  - b. Cancellations between **9 – 6 months** of the Event Date = 35% cost of Quotation total is payable.
  - c. Cancellations under **6 months** of the Event Date = 50% cost of the Quotation is payable. Cancellation within **90 days** of the Event Date = no refund and full Quotation is payable.

## 8. Postponement

- a) Any postponements should be given by written notice to The Company via [abbey@emptyquarterevents.co.uk](mailto:abbey@emptyquarterevents.co.uk)
- b) The Client has the right to postpone their Event Date as per the below timescales by providing The Company with no less than two-months written notice:
  - a. Postponements for **12-18 months** from original Event Date = the Client can, subject to availability, postpone the Event Date for a period of 12 – 18 months by paying The Company 15% of the Quotation. This amount is to be paid at the time of postponement and will be in addition to the agreed Quotation.
  - b. Postponements for **2 – 11 months** from the original Event Date = the Client can, subject to availability, postpone the Event Date for a period of 2 – 11 months by paying The Company 25% of the Quotation. This amount is to be paid at the time of postponement and will be in addition to the agreed Quotation.

## 9. Indemnity

- a) The Client shall indemnify The Company in full in the event of any reckless, negligent or deliberate act by the Client or any guests or third parties with access to the site during the Rental Period, causing damage or loss to any equipment, including any losses The Company incurs as a result of not being able to supply the Equipment to fulfil the orders of other Clients following the Event as a result of such damage, defects or excessive cleaning required.
- b) The Client is advised to obtain insurance for the Event that will adequately cover any potential liability to The Company.
- c) The Client shall indemnify The Company in full against all and any actions, proceedings, costs and claims which may be made against The Company as a result of the Client or any guests or third parties with access to the site during the Rental Period tampering with the structures, including tampering with ropes, heating equipment, moving or removing structural poles, or not adhering to weather guidelines.

## 10. Fire Safety

- a) The Company will instruct the Client on the safe use of heating Equipment it has provided.
- b) Only heating Equipment designed for use within temporary structures and provided by The Company can be used within the Equipment, unless otherwise agreed in writing.
- c) The Client agrees not to move heating Equipment once it has been put in place and signed off by both parties.
- d) The Client must appoint a single person, not under the influence of alcohol or drugs, who will be responsible for the safe use of any heating Equipment, turning it off fully at least 30 minutes before the Equipment is vacated at the end of the Event.
- e) The Company is not liable for any damage or injury caused to the Client, guests, third parties or their property through the use of heating Equipment through the Period Of Hire.

- f) The Client is responsible for providing a suitable power source and cabling for any lighting, heating, band, caterers etc. needed at the Event within 10 metres of the Equipment.
- g) If using a site-supplied power-source, undertake to have a qualified electrician inspect the power supply and confirm that the power supply is fit to provide power for all electrical Equipment provided by The Company and third-party suppliers.

#### **11. Adverse Weather**

- a) All Temporary Structures have a maximum wind limit, which will vary depending on local site factors.
- b) All structures from The Company are built to the highest international standards. The Company endeavour to ensure all structures are as watertight as possible. All structures are made from canvas and so condensation may occur. As with all temporary structures, The Company cannot guarantee them to be 100% watertight in extreme weather conditions.
- c) The Company will advise the Client on the safety aspects of adverse weather conditions before the Rental Period commences. It is the Client's responsibility to adhere to the guidelines given. The Company has no responsibility for any negligent act by the Client.
- d) In the event of extreme weather conditions, The Company reserves the right to postpone any contract where it considers the weather conditions might pose a risk to health and safety and/or property.
- e) If necessary, The Company will provide the Client, as part of a handover check-list, a 'Wind Action Plan' and the Client will monitor and record wind speeds in accordance with it.

#### **12. Exclusion of Liability and Events Outside Our Control (Force Majeure)**

- a) Although The Company will use its best endeavours to fulfil every contract, it will not be liable or responsible for any failures or delays to perform any of its obligations under this contract, for any cause outside of its control, including, but not limited to, injury, serious damage to the Site, adverse weather conditions, a pandemic or epidemic, war, interruption or failure of utility services such as electric power, gas or water, trade disputes, fire, breakdown, act of god, or lack of Equipment through damage or non-return by other Clients.
- b) If, as a result of such events, The Company believes it has no alternative but to cancel your Event, it shall use reasonable endeavours to suggest an alternative supplier.
- c) The Company's maximum liability will be to refund the money you have paid to date.
- d) The Company shall not be held liable for any costs incurred by the cancellation in such circumstances and so Event insurance is highly recommended. The Company will notify the Client as soon as possible and will provide information to the Client's insurance company if requested.
- e) The Company will not charge a postponement or cancellation fee for events outside of the Client's control. This includes emergency pandemic or epidemic lockdowns, war, Client illness or death.

#### **13. Privacy**

- a) The Company complies with GDPR regulations. Personal data collected will be used for booking management and will not be shared with third parties without consent.
- b) The Client has the right to request data deletion or opt out of marketing communications.