

TERMS & CONDITIONS OF HIRE

Empty Quarter Events Ltd / All temporary structures and associated equipment

Please read these Terms & Conditions carefully. They apply to the hire, installation, use and collection of all temporary Structures and associated Equipment supplied by EQE, including stretch tents, sailcloth marquees and clearspan structures. These Terms are read alongside your Quotation and any applicable safety information, operating instructions or additional documentation provided by the Company for your installation. The Client making the booking must be at least 18 years of age.

DEFINITIONS

Client means the person or organisation contracting to hire the Equipment. Where the Client is a consumer, applicable statutory consumer rights are unaffected.

Company means Empty Quarter Events Ltd (Company No. 13661920), also referred to as EQE.

Structures means temporary structures supplied by the Company, including stretch tents, sailcloth marquees, clearspan marquees, sidewalls, poles, fabric, frames, rigging, anchoring systems (including stakes, ballast and approved fixings) and structural components specified in the Quotation.

Equipment means the Structures and all other items supplied for hire, including flooring, matting, furnishings, lighting, heating, bars, accessories and any sub-hired items included in the Quotation.

Quotation means the Company's written quotation and any agreed written revisions specifying the Structures, Equipment, services, hire charges and associated fees.

Event means the function or use detailed in the Quotation. Event Date means the agreed date(s) for that function or use.

Equipment Hire Charge means the amount charged for hiring Structures and other Equipment, excluding separately itemised delivery/collection, rig/de-rig, VAT and other applicable charges.

Total Contract Price means the full agreed amount shown in the Quotation, including Equipment Hire Charge, delivery and collection, rig and de-rig, agreed additional services and applicable VAT.

Booking Deposit means the 20% advance payment specified in the Quotation to secure the booking; it is credited towards the Total Contract Price. Its treatment on cancellation is governed by clause 11 and applicable law.

Period of Hire means the agreed period between delivery of the Equipment to Site and collection by the Company.

Site means the agreed installation location. Responsible Person means the Client, venue manager, event organiser or other nominated competent individual responsible for routine monitoring, communications and implementing the agreed emergency procedures.

Safety Documents means the applicable structure-specific EQE Hire & Safety Guide, Wind & Rain or Wind & Snow Action Plan, site-specific handover instructions, applicable manufacturer or engineering limits supplied by EQE, and any agreed RAMS.

1. CONDITIONS OF HIRE

a) The Company agrees to hire the Equipment to the Client subject to these Terms & Conditions and the agreed Quotation.

b) Payment of the Booking Deposit confirms the Client's acceptance of the Quotation and these Terms & Conditions, which are made available through the Company's invoice and booking portal before payment. Where the Client signs or otherwise expressly accepts the booking through the portal, this also constitutes acceptance of the Terms & Conditions.

c) Changes to these Terms, the scope or any quoted charges require agreement in writing; the Company will not impose material new charges unilaterally after booking.

d) Nothing in these Terms excludes or restricts rights or remedies that cannot lawfully be excluded, including consumer rights and liability for death or personal injury resulting from negligence.

2. BOOKING & PAYMENT

a) Unless withdrawn earlier with reasonable notice, the proposed Event Date is held for 7 days following issue of the Quotation. The date is not confirmed until the Booking Deposit has been received in accordance with Section 1(b).

b) A Booking Deposit of 20% of the Total Contract Price is required to secure the booking, unless the Quotation expressly specifies another calculation. It is credited against the Total Contract Price. If the Client cancels, the deposit may be retained or refunded only to the extent permitted under clause 11 and applicable law.

c) The remaining balance is due on the date specified in the final invoice, normally during the calendar month of the Event. Full payment must be received before installation begins, unless otherwise agreed in writing.

d) If payment is overdue, the Company may give written notice and a reasonable opportunity to remedy the shortfall before suspending performance or cancelling for material non-payment. Any sums retained or demanded on cancellation remain subject to clause 11 and applicable law.

e) The Equipment Hire Charge covers the specified Structures and Equipment for the agreed Period of Hire. Vehicle travel for delivery and collection is charged separately based on distance from York and the vehicles required. An Installation, Dismantling & Crew Logistics Fee of 10% is applied to the pre-VAT Equipment Hire Charge, including sub-hired items. This contributes towards the labour, planning, logistics, supplier coordination and administration involved in preparing, installing and dismantling the agreed Equipment. All applicable charges and VAT will be clearly itemised in the Quotation before booking.

f) The Company reserves the right to require a refundable damage deposit for certain bookings, assessed on a case-by-case basis according to the nature, scale and requirements of the Event and the Equipment supplied. Where applicable, the amount will be clearly stated in the Quotation and agreed before booking.

The refundable damage deposit is separate from the Total Contract Price and is excluded from the calculation of the 20% Booking Deposit, the 10% Installation, Dismantling & Crew Logistics Fee and any applicable cancellation charges.

The deposit will be held as security against loss, damage or exceptional cleaning costs arising during the Period of Hire, in accordance with Section 7 of these Terms & Conditions.

Following collection and inspection of the Equipment, the deposit will be refunded within 14 days, less any reasonable and evidenced deductions for which the Client is responsible. The Company will provide details of any deductions made. Where further investigation is reasonably required, the Company will notify the Client of any delay and the reasons for it.

g) Additional charges may apply to agreed extended hire, extra labour, special access arrangements, unusual groundwork or other clearly identified site-specific requirements. The Company will explain and seek agreement to foreseeable additional charges before proceeding, except where urgent work is necessary to address a safety risk.

h) Invoices are issued electronically. Payment is by bank transfer unless otherwise agreed. VAT is charged at the applicable rate and shown in the Quotation.

i) Any change to quantities, configuration or the Site following acceptance may require a revised Quotation. Savings arising from removal of items will be considered fairly, taking account of supplier commitments and work already performed.

j) Where the Company sources Equipment or services from third-party suppliers specifically for the Client's booking, these items are considered a confirmed commitment once the Booking Deposit has been paid and the relevant supplier booking has been placed. Requests to remove or cancel sub-hired items after this point will be subject to the supplier's cancellation terms and any costs already incurred or contractually committed by the Company.

The Client will remain responsible for reasonable, non-recoverable costs arising from such cancellations, including applicable supplier cancellation charges and associated coordination costs, subject to applicable law. Any refunds or credits successfully obtained from the supplier, or costs otherwise avoided, will be taken into account.

3. PERIOD OF HIRE

a) The Period of Hire begins when Equipment is delivered to the Site and ends following dismantling and removal by the Company, subject to the agreed dates in the Quotation.

b) Installation commonly takes place 1–3 days before the Event, and collection shortly afterwards, but dates and working times depend on operational requirements, Site access, weather and structure size.

c) The Company will notify the Client of material changes to installation or collection arrangements as soon as reasonably practical. Longer seasonal hires and any planned inspection visits will be agreed separately.

d) Any extension to the agreed Period of Hire requested by the Client or required because the Site is unavailable for collection may be subject to additional charges, which will be explained and agreed where reasonably practicable.

4. DELIVERY, INSTALLATION & ACCESS

a) The Company will deliver, install, inspect, dismantle and remove the agreed Structures and Equipment at the Site using suitably trained personnel and methods appropriate to the particular structure type.

b) The Client must provide safe and suitable vehicle and pedestrian access, adequate working space, reasonably firm and level ground, cut grass where relevant, and a clear installation/collection area.

c) Before installation, the Client must provide the Company in writing with all available and relevant information concerning underground services, including cables, pipes, drains, irrigation systems and other buried infrastructure, together with any known ground restrictions or areas where staking or drilling is prohibited. Where necessary, the Client must obtain this information from the venue, landowner or relevant service provider. The Company reserves the right to delay or refuse intrusive anchoring where sufficient information or safe working conditions are not available.

d) EQE determines anchorage, pole/frame positions, guying and tensioning for each Structure and Site using relevant manufacturer and engineering information. Stakes, ballast or approved fixings may be needed beyond the nominal footprint. No drilling, coring or intrusive anchoring into hard surfaces will be undertaken without express written agreement on permission, services, feasibility and making good.

e) The Company may change the installation method, require further investigation or decline unsafe work where ground bearing, services, access or weather make installation unsuitable. Any practical alternatives and resulting changes in price or programme will be discussed with the Client.

f) Stretch Tents and Sailcloth marquees may use central or king poles, perimeter poles, guy ropes and tensioned anchorage, with substantial clearance beyond the advertised canopy footprint. The Client must ensure that the actual ground available accommodates the approved layout and anchorage, not simply the nominal tent dimensions.

g) For sailcloth and clearspan Structures, specific entrance/exit locations, sidewall arrangements, ground loading, frame or pole positions and any floor system will be agreed for the intended configuration. Altering sidewalls, opening arrangements or other structural elements without EQE approval is prohibited.

h) The Company may require a site visit, ground information, ballast assessment or engineering confirmation where the proposed Site or Structure warrants this. Any resulting changes to specification, charges or programme will be agreed before additional non-emergency work.

i) Temporary structures may cause minor lawn marking or ground disturbance during installation and dismantling, including where stakes and other anchoring systems are required. The Client must disclose any particularly sensitive surfaces or ground restrictions before installation. The Company will take reasonable care to minimise disturbance and will not be responsible for unavoidable minor ground marking arising from properly carried out installation or dismantling, except where liability cannot lawfully be excluded.

j) An authorised Client or Site representative should attend installation to confirm positioning and receive the safety handover. The Client must ensure all decorations and third-party items are cleared before collection and keep the work area free of visitors.

5. COMPANY RESPONSIBILITIES

a) The Company will install and dismantle the Equipment with reasonable care and skill and use appropriately trained personnel and suitable installation methods.

b) The Company will inspect the completed installation before handover and communicate any essential operating or safety instructions relevant to the Structure and its intended use. Additional safety documentation may be provided where required by the nature, duration or location of the installation.

c) Structural decisions, re-tensioning, repair, reinforcement, safe reopening and dismantling remain under the direction of the Company or its authorised personnel.

d) The Company assesses work activities and provides site-specific RAMS where the nature of the project requires them; these may be shared with the event organiser or venue on request.

e) The Company may require early closure, suspension or dismantling where it reasonably considers there to be a safety risk. The Company will communicate the reason and practical options where feasible.

6. CLIENT RESPONSIBILITIES

a) The Client must disclose relevant Site information and ensure the Site and agreed access are suitable. The Client must obtain any necessary permissions from the venue or landowner for the proposed installation, including stakes, ballast or approved fixings.

b) Following handover, the Client must ensure that a nominated adult representative is responsible for routine monitoring, safety communications and implementing any necessary precautions during the Period of Hire. This may be the Client, venue manager, event organiser or another suitably appointed person. The Client must ensure relevant safety information is communicated to those responsible for the Structure.

c) The Responsible Person must undertake routine visual checks, monitor the weather and any site wind-measuring equipment, keep escape routes clear, and promptly implement closure or evacuation where instructed or where conditions are unsafe. The Company remains responsible for specialist structural advice and adjustment.

d) Nobody other than authorised Company personnel may move poles, adjust straps or ropes, disturb ballast or stakes, re-tension canvas, or alter structural components. The Client must keep children and guests away from rigging, anchors and other hazards.

e) No lighting, signs, decorations, floristry, heaters, cabling or production items may be attached to the structure without prior written approval. Adhesives, tape, pins must not be applied to fabric.

f) The Client must ensure the event use, layout, occupancy, attached equipment and ground conditions do not materially change without notifying the Company. Appropriate electrical supplies must be arranged where relevant.

g) The Client must immediately report damage, unusual movement, loose components, pooling water, snow accumulation or other safety concerns, restrict access as necessary and avoid attempting structural remedies.

h) The Client must cooperate with reasonable site-specific instructions and the applicable Safety Documents. Where documents or instructions differ, the more cautious safety action applies pending clarification from EQE.

i) The Client or their nominated representative may roll sidewalls up or down in accordance with the operating instructions provided by EQE, taking account of weather conditions and any applicable safety restrictions. Sidewalls must not otherwise be removed, repositioned or altered without prior approval. No unauthorised person may adjust poles, guy ropes, tensioning systems or anchorage.

j) The Client must not increase the structure's loading by attaching signage, suspended décor, lighting, floral features or audio-visual equipment without advance written approval of the proposed fixing, weight and location.

k) The Client is responsible for arranging reasonable site security measures during the Period of Hire, taking into account the location, accessibility and nature of the Event. Where Structures or Equipment are left unattended, particularly in publicly accessible areas or locations considered at increased risk of theft, vandalism or unauthorised access, appropriate precautions must be taken to protect the installation.

Where circumstances warrant, this may include restricted access, secure fencing, CCTV, security patrols or an appropriate overnight security presence. Any specific security requirements identified by the Company will be discussed and agreed with the Client.

The Client must promptly report any suspected theft, vandalism, unauthorised interference or damage to the Company. Any resulting liability for loss or damage will be determined in accordance with Section 7 of these Terms & Conditions.

The Client is strongly advised to arrange suitable insurance cover for the Event, including, where appropriate, theft, vandalism, accidental damage to hired Equipment and event cancellation. The Company's insurance should not be assumed to cover these risks on the Client's behalf.

7. DAMAGE, LOSS & CLEANING

a) During the Period of Hire, the Client is responsible for reasonable loss or damage caused by the Client or people for whom they are legally responsible, including guests and suppliers engaged by them. This does not make the Client liable for loss caused by the Company's negligence, fair wear and tear, or circumstances outside the Client's responsibility.

b) Charges for damage will be based on reasonable repair costs where repair is practical; otherwise, reasonable replacement costs for equivalent items, allowing for condition, specification and circumstances.

c) Due to the modular and safety-critical nature of temporary structures, compatible replacement may be necessary to maintain structural integrity, but any claim will be proportionate and supported by evidence.

d) Reasonable additional cleaning costs may be charged where required because of misuse or exceptional soiling beyond normal use. The Company will provide an explanation of any amounts charged.

8. THIRD-PARTY SUPPLIERS

a) The Client must ensure their caterers, florists, stylists, entertainers, production teams and other suppliers receive and observe relevant site and safety instructions.

b) Third-party installations, hanging loads, heating, power distribution and altered layouts require appropriate coordination and prior written approval where they affect the structure.

c) The Company is not responsible for work by separately contracted suppliers, except to the extent the Company is legally responsible for its own acts or omissions. Where the Company sub-hires items as part of its own quotation, its contractual responsibilities to the Client remain applicable.

9. FIRE SAFETY, HEATING & ELECTRICAL ITEMS

a) The Client must ensure that appropriate fire safety arrangements are in place for the Event, including suitable fire precautions, fire-fighting equipment and unobstructed escape routes. The Client must coordinate with the venue, event organiser and other relevant parties to ensure that any required fire risk assessments are undertaken and the responsibilities of those involved are clearly established.

b) Naked flames, including candles, are only permitted where the venue allows them and safe positioning, stable holders, adequate clearances and supervision are in place. Keep flames and combustible material well away from canvas and structural components; LED alternatives are recommended.

c) Heaters, cooking appliances, electrical equipment and generators must be suitable for the environment, properly installed and operated in accordance with their instructions and manufacturer clearances. Prior written approval is needed for heating or suspended items affecting the Equipment.

d) The Client must ensure power cables, exits, guy ropes and access routes do not create avoidable trip or fire hazards.

10. WEATHER, WIND, RAIN & SNOW

a) Temporary structures are not permanent buildings. Wind, heavy rain, ground saturation, snow, ice and severe weather conditions can affect the safety and suitability of a Structure or its surrounding area. The Company cannot guarantee complete protection from weather conditions or a consistent internal environment.

b) The Company will provide relevant weather and operating guidance where appropriate, taking into account the type of Structure, installation duration, site conditions and intended use. More detailed safety documentation may be provided for commercial, corporate or longer-term installations, or where specific site requirements make this

necessary. The Company reserves the right to require closure or evacuation of any Structure where conditions are considered unsafe.

c) Operating limitations vary between stretch tents, sailcloth marquees and clearspan Structures. Wind thresholds and action procedures established for one type of Structure must not be assumed to apply to another. The Client must follow any applicable safety instructions, operating limitations or site-specific requirements communicated by the Company.

d) If sudden gusts, unusual structural movement, leaning poles, ground movement, loose anchorage or other signs of potential instability arise, the Client or their nominated Responsible Person must immediately stop use of the affected Structure, move occupants to safety and notify the Company. Any pooling water on the canvas, significant loosening of structural components or deterioration of ground conditions must also be reported immediately. No guest, supplier or unauthorised person may attempt to adjust the Structure or remove accumulated water.

e) Snow, ice and water loading may require immediate precautions, including closure of the Structure. Where accumulation or potential instability is observed, the Client or Responsible Person must keep occupants clear and contact the Company. No person may climb onto a Structure or attempt snow or water removal unless expressly authorised by the Company under an appropriate safe working procedure.

f) Following significant adverse weather, suspected structural instability, substantial pooling or snow accumulation, the Company may require the Structure to remain closed until its condition has been assessed and reopening authorised. Assessments may be undertaken remotely or through a site inspection, depending on the circumstances. Any specific inspection or reopening requirements communicated for the installation must be followed.

g) The Client or their nominated Responsible Person is responsible for taking reasonable precautions during the hire period, including monitoring relevant weather forecasts, remaining alert to visible changes in the Structure or site conditions, and acting promptly upon safety advice or warnings. Where wind-monitoring equipment or specific operating instructions have been provided, these must be followed. Additional monitoring, inspection and maintenance arrangements may be agreed for commercial, corporate or longer-term installations. The Company remains responsible for specialist structural assessments and adjustments.

h) Where adverse weather prevents safe installation or continued use, the Company will, where reasonably practicable, discuss alternative arrangements, postponement or other appropriate measures with the Client. Any cancellation charges, refunds or other remedies will be determined according to the circumstances, services already provided, reasonable costs incurred, costs avoided and applicable law. Nothing in this clause excludes the Client's statutory rights.

11. CANCELLATION

a) The Client must notify the Company in writing if they wish to cancel their booking. Cancellation charges will apply in accordance with the terms outlined below, subject to any applicable statutory rights.

b) A 20% Booking Deposit is required to secure the Event Date and reserve the agreed Structures and Equipment. The Booking Deposit is non-refundable in the event of cancellation by the Client, except where a refund is required by applicable law. Any deposit retained will be credited towards the applicable cancellation charges outlined below.

c) Cancellation Charges

Where the Client cancels a confirmed booking, the following cancellation charges may apply, calculated as a percentage of the Total Contract Price according to the notice given before the Event Date:

- More than 12 months before the Event Date – up to 20%
- Between 6 and 12 months before the Event Date – up to 35%
- Less than 6 months but more than 90 days before the Event Date – up to 50%

- Within 90 days of the Event Date – up to 100%

Cancellation charges will reflect the Company's reasonable losses arising from the cancellation, including committed costs and lost booking opportunities, taking into account any costs avoided or amounts recovered.

d) The Company will not recover the same loss twice. Deposit and other advance payments are credited against any justified cancellation charge. Any balance paid in excess of that amount will be refunded within a reasonable time; if the fair charge exceeds sums received, the Company will explain and evidence the additional amount sought.

e) If the Company cancels because it cannot supply the agreed service and the Client is not responsible, the Company will ordinarily refund payments for services not supplied and consider any further rights and remedies available by law. This does not prevent recovery of reasonable amounts for services already properly supplied or for losses caused by the Client where legally justified.

f) A cancellation arising from the Client's change of plans must be distinguished from a failure by the Company to perform, a legally recognised right to cancel, a safety-related change, or an event outside either party's control. The appropriate consequences will be assessed according to the facts and applicable law.

12. POSTPONEMENT & CHANGES

a) Requests to postpone are subject to availability, the feasibility of transferring supplier commitments and the Company's reasonable agreement; the Company will aim to accommodate new dates where possible.

b) Any revised costs, credits, supplier charges or changes in scope will be explained and agreed in writing before a new date is confirmed. The Company will not automatically treat every postponement as a full cancellation, but unavoidable losses may be recoverable where fair and lawful.

c) Changes caused by safety restrictions, site problems or severe weather will be discussed promptly. Where the Company cannot supply the service contracted for, rights and remedies under applicable law continue to apply.

13. LIABILITY & INSURANCE

a) Each party remains responsible for losses it causes to the extent provided by law. Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, or any other liability that cannot legally be excluded.

b) The Company will use reasonable care and skill in supplying services. It is not responsible for loss caused entirely by circumstances outside its reasonable control, but this clause does not remove statutory rights or excuse a failure to take reasonable care.

c) The Client should consider suitable event cancellation, public liability and damage insurance, particularly for larger or seasonal events. The Company maintains its own insurance appropriate to its operations; the Client should not assume this insures the Client's event, property or cancellation losses.

14. EVENTS OUTSIDE REASONABLE CONTROL

a) Events outside a party's reasonable control may include severe weather, fire, emergency restrictions, transport disruption and other unforeseen circumstances. Affected parties should notify each other promptly and make reasonable efforts to minimise disruption and losses.

b) An outside-control event does not automatically permit retention of all advance payments or extinguish consumer rights. The Company will assess any services supplied, costs necessarily incurred, options for rescheduling and appropriate refunds or other remedies in the light of applicable law.

15. PRIVACY, COMMUNICATION & NOTICES

a) Personal information will be processed for quotation, booking, delivery, safety, invoicing and other legitimate business purposes in accordance with applicable UK data-protection law and the Company's privacy notice.

b) Booking and operational communications may be sent electronically. The Client must provide current contact details for the contracting party and the on-site Responsible Person, including an emergency contact for the Period of Hire.

c) The applicable Quotation, written changes and safety handover instructions form part of the booking record. Clients should retain copies and communicate relevant instructions to their venue and suppliers.

d) Notices of cancellation or postponement must be sent in writing to the Company using its current published email address or other contact method agreed in writing. The Client should keep confirmation of receipt.

16. GENERAL PROVISIONS

a) If any provision of these Terms & Conditions is found to be invalid or unenforceable, the remaining provisions will continue to apply so far as legally permitted.

b) These Terms & Conditions are governed by the laws of England and Wales, without limiting any mandatory consumer protections or statutory rights to bring proceedings in another jurisdiction.