

## **Green Goat Tents: contract terms and conditions of stay**

These Contract Terms and Conditions of Stay are legally binding and contain the Agreement between the Client and Green Goat Tents LLP (The Owner) relating to the hiring of equipment owned by Green Goat Tents LLP.

A booking by a Client together with these Contract Terms and Conditions of Stay (communicated in writing, in person or electronically) of the booking will constitute the Client's acceptance of, and agreement to be bound by, their contents.

Contract Terms and Conditions of Stay (The Agreement) may only be amended to the extent agreed in writing by The Owner.

### **1. Definitions**

1.1 In these Contract Terms and Conditions of Stay words and expressions shall have their ordinary meaning unless otherwise defined within these Contract Terms and Conditions of Stay.

- Agreement (The) means these Contract Terms and Conditions of Stay.
- Client (The) is the person entering into a rental agreement with the Owner and who is Principal to all obligations to this Agreement.
- Equipment is all the physical items included but not limited to: Tent(s), Beds, Bed Packs, Rugs, Floors, Tables, Lighting and accessories hereinafter included in the rental contract.
- Hire Charge means the amount payable by the Client to the Owner as specified in the quotation. All Hire Charges, including additional Equipment requests must be paid by the time specified within the quotation.
- Owner (The) is Green Goat Tents, registered address: 4 Devaney Close, Bristol BS44RJ
- Period of Hire means the period of which any equipment is required, as identified in the Quotation, to be ready and available for use.

### **2. Booking Confirmation**

2.1 No verbal representations or arrangements are recognized by The Owner.

2.2 A booking may only be deemed valid once The Client has received an email confirmation of booking and has paid the required deposit in full.

### **3. Acceptance of the Equipment**

3.1 The Client shall satisfy himself that the equipment as supplied by The Owner corresponds to the quotation and Agreement and is in working order. Any part of the Equipment found to be faulty shall be notified to The Owner within one day of receiving the equipment. Failure to do so will render The Client responsible for the total payment of the hire.

3.2 Check-in and checkout times will be arranged at the time of hire.

3.3 The Client accepts full responsibility for all Equipment.

## 5. Client's Responsibility

5.1 The Client must accept full responsibility for all equipment and accessories provided.

5.2 The Client must accept full responsibility for pitch measurements before receiving the equipment. A minimum of 7m is required per tent in all/any given directions for the 5m bell tents due to guy ropes. A minimum of 6m is required per tent in all/any given directions for the 4m bell tents. If this is not accounted for then The Owner cannot accept any responsibility and The Client will not be refunded.

5.3 The Client shall keep the Equipment in a good condition and not subject it to any misuse or wear and tear over that consistent with normal and reasonable use.

5.4 The Equipment should not be altered, modified or adjusted without The Owners' prior consent.

5.5 The Client is responsible for reading carefully and adhering to the safety and operating instructions for the hire of the equipment/accommodation; should any of these operating and safety instructions not be understood, The Client agrees not to use the equipment until having a complete and full understanding of how to safely operate the hire equipment.

5.6 The Client must be aware that any injury or damage caused by disregarding the safety guidelines is entirely the fault of The Client.

5.7 The Client should not use cooking or other gas appliances of any kind or naked flames inside the tent. Careful due care and attention must be observed at all times by the Client

5.9 No glass is permitted within the tents.

5.10 The Client must be aware that replacement goods will not be accepted as substitution for damaged Green Goat Tents products under any circumstances.

5.11 It is the responsibility of The Client to ensure that all possible steps are taken to avoid injury

5.12. There is no smoking permitted in the tents.

## 6. Payment

6.1 All payments must be made in advance of the event.

6.2 All payments must be made in accordance with the terms stated in the quotation or these Contract Terms and Conditions of Stay. Failure to remit payment in advance of the rental term will result in the termination of the rental Agreement.

## 7. Loss or Damage to Owner.

7.1 The Client shall during the period of hire be responsible for the maintenance and safe custody of the Owner's equipment.

7.2 The Client shall be responsible for any damage and loss caused to The Owner's equipment by his/her acts and omissions regardless of culpability.

7.3 The Client agrees to pay upon request by The Owner a refundable deposit of £100 per tent to The Owner to be used to cover damage, cleaning or loss to the provided equipment if required.

7.4 Assuming no damage or loss has occurred deposits will be returned by direct transfer up to 10 days after the event.

## 8. Loss and Damage to Client.

8.1. All of the client's possessions are the sole responsibility of the client.

8.2 The Owner does not take any responsibility for any loss or theft that may occur before, throughout or after the event

8.3 The Owner will not refund or reimburse the sum of the loss or theft to the client.

## 9. Liability to Third Parties

9.1 The Owner will not be responsible for and The Client will indemnify The Owner against all claims for the injury to persons or loss or damage to property.

9.2 The Client expressly acknowledges that The Owners are not the original manufacturer or supplier of the equipment. The Owner accepts no liability for any injury or death from any claim or proceedings arising from this contract with The Client.

## 10. Confidentiality

10.1 The Owner will hold the client's data securely and not pass his/her personal information on to any other third party unless demanded and required to under the law of the United Kingdom.

## 11. Cancellation of fully paid event bookings and deposits within 30 days of the event.

11.1 The Client must be aware that for cancellation notices received:

- More than 14 days from the agreed period of hire, the payable cancellation fee is 20% of the Equipment hire charges.
- More than 7 days from the agreed period of hire, the payable cancellation fee is 50% of the Equipment hire charges.
- 7 days or less from the agreed period of hire, the payable cancellation fee is 100% of the Equipment hire charges.

11.2 All event deposits are non refundable prior to the event. All deposits must be converted and paid in full by the date specified when booking, The Owner reserves the right to cancel any event if deposits are not converted and paid in full by the specified date.

## 12. Force Majeure

12.1 While every effort will be made by The Owner to carry out any order accepted the full performance of it is subject to variation or cancellation by The Owner consequent upon Act of God, War, Strikes, Pandemic, Riots, Lockouts or any other disturbances: Fire, Flood, Storm, Gale and

Tempest restrictions on the use of Transport, Fuel or Power, Requisitioning Storage of material or transport or any other cause beyond the control of the Owner.

### 13. Governing Law

13.1 The Agreement shall be construed in accordance with the law of the United Kingdom and any dispute arising here under shall be submitted to the exclusive jurisdiction of the courts of United Kingdom.