



## TERMS AND CONDITIONS OF HIRE

### 1. THESE TERMS

- 1.1 These are the terms and conditions upon which we supply services to you.
- 1.2 Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- 1.3 **ARE YOU A BUSINESS CUSTOMER OR A CONSUMER?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
  - 1.3.1 you are an individual.
  - 1.3.2 You are ordering from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- 1.4 **IF YOU ARE A BUSINESS CUSTOMER THIS IS OUR ENTIRE AGREEMENT WITH YOU.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **WHO WE ARE.** We are Events Under Canvas Limited and we are a company registered in England and Wales and our registration number is 08707527 and our registered office is at Great Gilbert Farm, Bluegate Lane, Capel St Mary, Suffolk, IP9 2JX. Our registered VAT number is 172200354.
- 2.2 **HOW TO CONTACT US.** You can contact us by telephoning our customer service team on 01206 298074 or by writing to us at [info@eventsundercanvas.co.uk](mailto:info@eventsundercanvas.co.uk) or Great Gilbert Farm, Bluegate Lane, Capel St Mary, Suffolk, IP9 2JX.
- 2.3 **HOW WE MAY CONTACT YOU.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

### **3. OUR CONTRACT WITH YOU**

- 3.1 **HOW WE WILL ACCEPT YOUR ORDER.** Our acceptance of your order will take place when we write to you to accept it, sending the agreed booking form containing specific details of your booking, at which point a contract will come into existence between you and us.
- 3.2 **IF WE CANNOT ACCEPT YOUR ORDER.** If we are unable to accept your order, we will inform you of this and will not charge you for the services. This might be because the particular equipment required is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a dates you have specified.

### **4. OUR PRODUCTS**

- 4.1 The images of the equipment on our website and in our brochure are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours a picture in our brochure accurately reflects the colour of the equipment. The equipment we provide for your event may vary slightly from those images.
- 4.2 **MAKING SURE YOUR MEASUREMENTS ARE ACCURATE.** Where we are providing the equipment to fit the space/measurements you have given us, you are responsible for ensuring that these measurements are correct. Please contact us if you need help with how to measure.

### **5. YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the equipment and any other services you have requested please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the hire charges of the equipment, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8, Your rights to end the contract).

### **6. OUR RIGHTS TO MAKE CHANGES**

**MINOR CHANGES TO THE PRODUCTS.** We may change the equipment:

- 6.1 to reflect changes in relevant laws and regulatory requirements; and
- 6.2 to implement minor technical adjustments and improvements. These changes will not affect your use of the equipment.

### **7. PROVIDING THE EQUIPMENT**

- 7.1 We will begin the services and set up the equipment on the date we mutually agree with you in advance. We will also agree with you, in advance, the time and date that

the services will end and the equipment will be dismantled. Times and dates for set up and dismantling will be met as closely as possible, but the booking is for the event time and date specified in the booking form.

- 7.2 Should any of your equipment become unfit for use after our crew have set it all up, due to damage, loss, theft, or unsafe conditions (such as wind) you will not be entitled to any refund or compensation of the hire fee or any other losses incurred. We strongly advise our customers to take out wedding/event insurance.
- 7.3 **WE ARE NOT RESPONSIBLE FOR DELAYS OUTSIDE OUR CONTROL.** If our supply of the equipment is delayed by an occurrence outside our control (including, without limitation: (a) acts of God, flood, storms or other natural disasters; (b) epidemic or pandemic (including any existing epidemic or pandemic); (c) terrorist attack, riots, war, armed conflict; (d) any law or any action taken by a government or public authority; (e) collapse of buildings, fire, explosion or accident; and (f) non-performance by suppliers or subcontractors) then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the occurrence, but if there is a risk that we cannot supply equipment in time for your event date specified in the booking form as a result of an occurrence outside our control you may end the contract and receive a refund for any products you have paid for but not received. Where the occurrence outside our control does not prevent us from setting up equipment in time for your event, any cancellation by you will be in accordance with clause 8.5.
- 7.4 **IF YOU DO NOT ALLOW US ACCESS TO PROVIDE SERVICES.** If you do not allow us or arrange for our access to the site detailed in the booking form to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or arrange access to the site we may end the contract and the cancellation fees set out in the table in clause 8.5 will apply.
- 7.5 **WHAT WILL HAPPEN IF YOU DO NOT GIVE REQUIRED INFORMATION TO US.** We may need certain information from you so that we can supply the equipment and provide the services to you. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the equipment late or not supplying any part of them or the services if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.6 If any part of the equipment includes electrical apparatus and you fail to provide or arrange such power points or power supply as we have notified you of within 20 metres of the equipment we may either end the contract in respect of such equipment (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work or equipment that is required as a result.

## 8. YOUR RIGHTS TO END THE CONTRACT

- 8.1 You can always end your contract with us. Your rights when you end the contract will depend on how we are performing and when you decide to end the contract:
- 8.1.1 If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the service re-performed or to get some or all of your money back), see clause 11;
  - 8.1.2 If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;
  - 8.1.3 If you have just changed your mind about the services, see clause 8.3.
  - 8.1.4 In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.5.
- 8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at 8.2.1 to 8.2.5 below the contract will end immediately and we will refund you in full for any services which have not been provided. The reasons are:
- 8.2.1 we have told you about an upcoming change to the equipment, services or these terms which you do not agree to;
  - 8.2.2 we have told you about an error in the price or description of the equipment or services you have ordered and you do not wish to proceed;
  - 8.2.3 there is a risk that supply of the services may not be provided on your event date because of occurrences outside our control; this includes if we mutually agree before set up of your equipment that forecasted adverse weather deems your event unsafe or
  - 8.2.4 you have a legal right to end the contract because of something we have done wrong.
- 8.3 **OUR GOODWILL GUARANTEE FOR CONSUMERS.** Please note, these terms reflect the goodwill guarantee offered by Events Under Canvas Ltd to its UK customers, which is more generous than your legal rights under the Consumer Contracts Regulations 2013 in that you may change your mind and cancel the contract if you write to us within seven days of our acceptance of your booking (unless the booking is made seven or less days prior to the date of your event, in which case you may not cancel the contract) to notify us that you no longer want us to provide the services. This goodwill guarantee does not affect your legal rights in relation to faulty or misdescribed equipment or services (see clause 11.2). Due to the nature of the services we provide, you would not otherwise be able to change your mind under the Consumer Contract Regulations 2013 (see clause 8.4 below).
- 8.4 **WHEN YOU ARE A CONSUMER AND DON'T HAVE THE RIGHT TO CHANGE YOUR MIND.** You do not have a right to change your mind under the Consumer Contract Regulations 2013 in respect of:
- 8.4.1 services related to leisure activities, if the contract provides for a specific date or period of performance, such as where we are supplying equipment to you for a period of time for a leisure activity or event as detailed in the booking

form;

8.4.2 services, once these have been completed, even if the cancellation period is still running.

As all of our services fall into these categories, your right to change your mind is limited to the goodwill guarantee set out in clause 8.3.

8.5 **ENDING THE CONTRACT WHERE WE ARE NOT AT FAULT AND THERE IS NO RIGHT TO CHANGE YOUR MIND.** Even if we are not at fault, you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) a percentage of the price calculated as per the table set out below depending on the date on which you end the contract, as compensation for the net costs we will incur as a result of your doing so. **WE WOULD STRONGLY RECOMMEND YOU TAKE OUT WEDDING/EVENT INSURANCE TO COVER SUCH CIRCUMSTANCES.**

WHEN THE CONTRACT IS ENDED	PERCENTAGE OF HIRE CHARGE PAYABLE
Within 7 days of our acceptance of the booking, unless the event is within 7 days of the booking	0%
Later than 7 days from our acceptance of the booking but more than 28 days before the event detailed in the booking form	50%
Less than 28 days before the event detailed in the booking form	100%

8.6 If you end the contract as mentioned in clause 8.5 later than 7 days from our acceptance of your booking but a replacement booking is made for the services on the specified date(s) then we will only deduct from your refund (or, if you have not made an advance payment, charge you) an administration charge based on the costs we incurred in finding the new booking which in any event shall not exceed 25% of the hire charge.

## 9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)

9.1 To end the contract with us, please let us know by doing one of the following:

9.1.1 Phone or email. Call customer services on 01206 298074 or email us at [info@eventsundercanvas.co.uk](mailto:info@eventsundercanvas.co.uk). Please provide details of the booking, when you booked and your name and address.

9.1.2 By post. Simply write to us at Great Gilbert Farm, Bluegate Lane, Capel St Mary, Suffolk, IP9 2JX including details of the booking and your name and

address.

- 9.2 Where appropriate (see clause 8 and clause 10) will refund you the price you paid for the services, by the method you used for payment.
- 9.3 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then any refund will be made within 14 days of your telling us you have changed your mind.

## 10. OUR RIGHTS TO END THE CONTRACT

- 10.1 We may end the contract for services at any time by writing to you if:
- 10.1.1 you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due or immediately if your event is less than 7 days from our request/reminder;
  - 10.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the equipment and services;
  - 10.1.3 you do not, within a reasonable time, allow us or arrange our access to the site to supply the services; or
  - 10.1.4 provide any suitable power points for use with any electrical apparatus that we provide.
- 10.2 If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge a percentage of the price calculated as per the table set out in clause 8.5 depending on the date on which we end the contract, as compensation for the net costs we will incur as a result of your breaking the contract.

## 11. IF THERE IS A PROBLEM WITH THE SERVICES

- 11.1 If you have any questions or complaints about the equipment or services, please contact us. You can telephone our customer service team on 01206 298074 or write to us at [info@eventsundercanvas.co.uk](mailto:info@eventsundercanvas.co.uk) or Great Gilbert Farm, Bluegate Lane, Capel St Mary, Suffolk, IP9 2JX.
- 11.2 Summary of your legal rights. We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

Where you buy or order services, for example hire of equipment and other services for an event or leisure activity, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.

- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.
- See also clause 8.4.

## **12. HIRE CHARGES AND PAYMENT**

- 12.1 The hire charges for the equipment and for any other services (which includes VAT) will be as discussed with you or told to you in the course of our email exchanges and detailed in the booking form. We take all reasonable care to ensure that the hire charge of the services advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the services you order.
- 12.2 If the rate of VAT changes between your order date and the date we supply the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.
- 12.3 It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the service's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid.
- 12.4 We accept payment by cash, cheque, bank transfer, PayPal or with Mastercard, Visa and Amex.
- 12.5 You must make an advance payment of 25% of the price of the services, upon booking in accordance with the invoice submitted with the booking form. The balance of the price for the services will be due no later than one month before the event date set out in the booking form.
- 12.6 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 12.7 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 12.8 If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

### **13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**

- 13.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services as summarised at clause 11.2.
- 13.3 When we are liable for damage to your property. When we are providing services at a site, we will make good any damage to the site caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage at a site that we discover while providing the services. We are also not responsible for any damage caused where you do not bring to our attention the presence and location of hazards at the site such as underground pipes or overhead cables.
- 13.4 We are not liable for business losses. If you are a consumer, we only supply the services and equipment for domestic and private use. If you use the services or equipment for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### **14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS**

- 14.1 Nothing in these terms shall limit or exclude our liability for:
  - 14.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
  - 14.1.2 fraud or fraudulent misrepresentation;
  - 14.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or
  - 14.1.4 any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 14.2 All terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- 14.3 Subject to clause 14.1:
  - 14.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
  - 14.3.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence),

breach of statutory duty, or otherwise, shall be limited to one hundred per cent (100%) of the total sums paid by you for services under such contract.

## **15. YOUR RESPONSIBILITIES FOR LOSS OR DAMAGE OR EXCESSIVE SOILING**

- 15.1 The equipment being provided as part of our services remains our property at all times throughout the contract.
- 15.2 From the time that the equipment is set up until it is dismantled, you will be responsible for its maintenance and safe custody. You must follow any instructions we give in respect of the use of any equipment we supply to you in providing the services, for example, only using smokeless logs on fires and not having naked flames in certain areas and not entering the equipment during set up and dismantling. In circumstances of high winds or adverse weather you must follow all our written or verbal instructions which may include evacuation.
- 15.3 You must notify us of any miscounts, incorrect deliveries or unacceptable equipment before use.
- 15.4 Subject to clause 15.5, you shall be responsible for and indemnify us against any loss of or damage to all equipment whatsoever the cause which occurs between being set up and dismantled – please note that this includes; adverse weather conditions resulting in equipment damage, evacuation, postponement and/or cancellation.
- 15.5 If a damage waiver is included in the services being provided, then upon payment of the damage waiver fee your liability under clauses 15.4 will be limited to the first £500 of any loss or damage resulting from your negligence or liability. The damage waiver does not extend to refunding the hire fee or any other reimbursements where equipment is damaged, stolen, or lost and therefore is not able to be utilised (this would include, but not limited to damage caused by weather). We would suggest you consider wedding or event insurance for such circumstances.

## **16. HOW WE MAY USE YOUR PERSONAL INFORMATION**

We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website at <https://www.eventsundercanvas.co.uk/privacy-policy/>.

## **17. OTHER IMPORTANT TERMS**

- 17.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 17.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 17.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 17.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority

decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 17.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 17.6 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 17.7 Alternative dispute resolution if you are a consumer. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the Consumer Code for Weddings and Events via their website at [ccwe.co.uk](http://ccwe.co.uk). The Consumer Code for Weddings and Events will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.
- 17.8 Which laws apply to this contract and where you may bring legal proceedings if you are a business. If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.