



Terms & Conditions

DEFINITIONS

'Customer' - the person(s) hiring the Equipment from Thomas Tipis.

'Equipment' - the tipi(s) and any other materials specified by quote referred to on the Hire Invoice and nothing else.

'Site' - the location where the Equipment will be installed.

'Site Plan' - a plan of the Site supplied by the Customer to Thomas Tipis, showing the position in which the Equipment is to be set-up, including all underground services and obstacles.

'Hire Charge' - the amount payable by the Customer to Thomas Tipis as specified on the Hire Invoice.

'Hire Period' - the period between completion of the set up of the Equipment and the beginning of dismantling the Equipment by Thomas Tipis (unless this contract is terminated earlier in accordance with its terms).

'Hire Invoice' - the invoice issued by Thomas Tipis to the Customer containing details of the Equipment, Hire Period and the Hire Charge.

'Third Party Supplier' - a company/individual not owned by Thomas Tipis and shall not form any party of a contractual obligation between Thomas Tipis and the Customer.

'Third Party Equipment' - any equipment owned, supplied, installed and maintained by a Third Party Supplier. All such equipment shall not be the responsibility of Thomas Tipis.

CONTRACT

These Terms and Conditions apply to the booking made by the Customer with Thomas Tipis and when signed by both Thomas Tipis and the Customer shall constitute the Contract between the Customer and Thomas Tipis. For the avoidance of doubt, no contract shall come into force or have effect, and Thomas Tipis will have no obligations to the Customer until the deposit is received by Thomas Tipis.

We advise all customers to read through the Terms and Conditions in full before paying the deposit. If there can be any difference of interpretation between the summary T&C's (issued with the deposit Hire Invoice) and this full version, this version takes precedence. By paying the deposit and returning the signed copy of the concise T&C's document provided to you upon booking: you have agreed, read and understood the Terms and Conditions.

The quotation is valid for 30 days from the date of the invoice. Thomas Tipis can only guarantee availability of the equipment on the chosen event date if the deposit is paid. Bookings are only held on a provisional

basis for 7 days from the invoice date. Thomas Tipis cannot guarantee that the Equipment will still be available if the Customer does not choose to pay within that timeframe.

A non-refundable 30% deposit is payable upon booking for events taking place 6 months and beyond. For events less than 6 months away, a 50% non-refundable deposit is payable upon booking. For events less than 6 weeks away, 100% of the hire cost is payable upon booking. Upon booking, a payment instalment plan is issued to all Customers for reference (where applicable).

Where the Customer's agent or representative signs the contract 'for and on behalf of the Customer', the Customer's agent/representative will assume full responsibilities under this Contract.

Thomas Tipis shall hire the Equipment to the Customer for use at the Site subject to the terms and conditions of this agreement.

VALUE ADDED TAX

Thomas Tipis would like to remain fully transparent to all Customers entering into a hire contract. The hire invoice amount currently excludes VAT (no VAT is payable by the customer). However, it is likely that Thomas Tipis will be registering for VAT in the future. Thomas Tipis requests that the Customer remains aware of this when entering into a hire contract for events in 2026 and beyond. Due to the nature of the industry (advanced bookings for events up to 3 years' in advance with periodic installment payment plans), Thomas Tipis unfortunately cannot guarantee that any future subsequent installment invoices will not be subject to VAT. The Customer will be given advanced notice before VAT becomes chargeable. It is recommended that the Customer contacts Thomas Tipis to discuss payment options and whether the Customer's booking is eligible for a discount.

HIRE CHARGE AND DEPOSIT

The Customer shall pay the Hire Charge to Thomas Tipis in accordance with the payment plan issued with the invoice at time of booking.

The Hire Charge shall be paid in GBP and shall be made by BACS transfer to:

Thomas Tipis Ltd

Account Number: 23443639

Sort Code: 20-51-08

All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

The deposit is payable to secure the Customer's booking of the Equipment for the event. **The deposit is non-refundable.** The Customer has 7 days from the invoice date to pay the deposit amount to secure the booking. The deposit amount is at the discretion of Thomas Tipis but is usually dependent on the period of time from point of booking to the event date. The Customer should ensure that they are certain about the booking before paying the deposit. The Customer shall pay the final rental payment no later than 6 weeks before the event date unless otherwise stated by Thomas Tipis.

If the Customer fails to comply with the payment schedule or fails to make the final rental payment, Thomas Tipis may terminate the booking with immediate effect and any balances already paid are non-refundable. Thomas Tipis reserves the right to correct any numerical error or omissions in any price.

DELIVERY AND INSTALLATION

Delivery of the Equipment shall be made by Thomas Tipis. Thomas Tipis shall use all reasonable endeavours to effect Delivery by the date and time agreed between the parties.

Thomas Tipis shall install the Equipment at the Site. The Customer shall confirm the Site Plan to Thomas Tipis and can describe to Thomas Tipis where the Equipment is to be installed, where the underground services are located and any apparent obstacles prior to arrival on site. Thomas Tipis shall not be responsible for any loss caused by delay or failure to install the Equipment arising out of or in connection with any incorrect information provided to Thomas Tipis by the Customer or its representatives as to the location of underground services and obstacles. In any event, Thomas Tipis shall not be liable for any damage to underground cables or pipes.

The Customer shall procure a duly authorised representative who shall be present at the installation of the Equipment. Acceptance by such representative of installation shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by Thomas Tipis, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.

The Customer shall provide all requisite materials, facilities, access and suitable working conditions to enable delivery and installation to be carried out safely and expeditiously by Thomas Tipis including ensuring:

- firm and level ground (previously agreed with the Customer and Thomas Tipis) at the Site which is large enough to hold the Equipment in the formation previously agreed between the Customer and Thomas Tipis as described on the Site Plan. Sites that are susceptible to bogginess or suffer from poor drainage should not be selected by the Customer. Any flooding caused is the responsibility of the Customer.
- a firm, hard-standing access road adjacent to the Site, free from flooding, trees and overhead obstruction suitable for commercial vehicles. Appropriate provision of parking must be supplied and all parking costs (if applicable) must be paid for by the Customer in advance of Thomas Tipis arriving on site.
- electrical apparatus and such power points or supply as Thomas Tipis may reasonably require that is within 20 meters of the point where the electricity is required at the Site (as notified by Thomas Tipis to the Customer)
- toilet facilities for Thomas Tipis to use during the installation and dismantling of the Equipment.

If vehicular access cannot be granted within 30 metres of the installation area of the Site, or the Equipment must be carried over difficult terrain, Thomas Tipis may pass onto the Customer and increase in labour and other associated costs.

In circumstances where the Customer wishes for the Equipment to be installed in a different position than originally agreed (on the same Site), Thomas Tipis will use all reasonable endeavours to meet the Customer's request. However, Thomas Tipis cannot guarantee that the Equipment can be installed into the revised position due to structural or logistical impracticality. If the Equipment cannot be installed due to Customer fault, Thomas Tipis will terminate the contract and retain all monies paid by the Customer for the hire of the Equipment.

The Hire Charge does not include making good any repairs to the site unless caused by the negligence of Thomas Tipis employees.

It is the Customer's responsibility to ensure that the installation Site is of adequate size for the Equipment. The dimensions of the tipis can be found on the website www.tipicompanyhire.co.uk. Please contact the office for more information.

TITLE, RISK AND INSURANCE

The Equipment shall at all times remain the property of Thomas Tipis, and the Customer shall have no right, title or interest in or to the Equipment. The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery. The Equipment shall remain at the sole risk of the Customer during the Hire Period.

The Customer requires adequate insurance in place to cover accidental loss and damage during the hire period. Thomas Tipis offers a Damage Waiver which provides cover in the event that the Customer or its guests cause accidental loss or damage to the Equipment during the Hire Period. The cost of this is 5% of the total hire fee. If the Customer chooses to acquire their own insurance, the Customer will need to provide Thomas Tipis with proof of adequate cover. If the event is over 6 months away from the booking date, a copy of this insurance will need to be sent to Thomas Tipis no later than the date that the second installment payment is due. If the appropriate insurance is not in place by then and a copy not sent to us, Thomas Tipis reserves the right to either i) add the Damage Waiver to the booking amount that will be payable with the final balance or; ii) cancel the booking without refund. Thomas Tipis will not rent out Equipment without adequate insurance. If the insurances taken out do not cover the cost of replacing the Equipment to its full replacement value, the Customer shall be liable to pay to Thomas Tipis the difference between the amount recoverable under the insurance and the amount of the loss suffered.

Please note that the Damage Waiver Fee is NOT an insurance policy. It does not cover event cancellation, public or employer liability or any other liability, other than accidental loss or damage to the Equipment. The Customer will remain responsible for the first £500 of any loss or damage and the Customer remains responsible for all loss and damage resulting from negligence or legal liability.

If the event is less than 6 weeks away, Thomas Tipis will need to see a copy of the appropriate insurance or confirmation that the Customer wishes to opt for the Damage Waiver before the booking is confirmed.

The Customer should ensure that appropriate security provisions are in place at the Site during the Hire Period.

The Customer shall give immediate written notice to Thomas Tipis in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.

In any event, the Customer is liable for all loss or damage resulting from the Customer or the Customer's guests wilful neglect, malicious acts or failure to adhere to Thomas Tipis security arrangements (including those that relate to the maintenance and safe custody of the Equipment).

The Customer acknowledges that Thomas Tipis shall not be responsible for any loss or damage, whether direct or indirect, arising out of or in connection with any Third Party Equipment. Thomas Tipis is responsible for the provision of the tipis and any Equipment it provides only. Thomas Tipis is not responsible for the services provided by any other supplier. Thomas Tipis does not accept any responsibility for loss of damage to goods provided by outside suppliers. Responsibility for such damage rests with the Customer and any dispute that may arise must be resolved by the Customer and supplier.

CUSTOMER'S RESPONSIBILITIES

The instructions from staff at Thomas Tipis should be adhered to at all times.

The Customer shall during the term of this agreement:

(a) ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by competent persons in accordance with any operating instructions provided by Thomas Tipis;

(b) take such steps (including compliance with all safety and usage instruction provided by Thomas Tipis) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being used, cleaned or maintained;

(c) make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment;

(d) keep Thomas Tipis fully informed of all material matters relating to the Equipment;

(e) keep the Equipment at all times at the Site and shall not move or attempt to move any part of the Equipment to any other location without Thomas Tipis prior written consent (this includes moving furniture from inside to outside of the tipi structure);

(f) permit Thomas Tipis or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;

(g) not use the Equipment for any unlawful purpose;

(h) at the end of the Hire Period, allow Thomas Tipis access to the Site for the purpose of removing the Equipment;

- (i) not do or permit to be done anything which could invalidate the insurances;
- (j) obtain any necessary permits and licenses from the relevant authorities as are necessary for the Equipment to be installed at the Site. Notify Thomas Tipis in writing of any requirements specified in such licences prior to the Delivery Date;
- (k) not to enter the Equipment or any part of it whilst it is being installed or dismantled by Thomas Tipis;
- (l) ensure the Equipment is closed off securely when the Equipment is not in use in relation to the Event;

For the avoidance of doubt, the Customer is responsible for all loss or damage to the Equipment resulting from wilful neglect, malicious acts, failure to adhere to any special security arrangements, unauthorised manipulation, mishandling as notified by Thomas Tipis to the Customer from time to time and any breach of contract.

The Customer will be responsible for complying with all or any licensing requirements bylaws, regulations, or other rules governing the Premises.

Before Thomas Tipis can dismantle the Equipment following the event, the Customer must clear the Equipment of all debris, rubbish, broken glass and personal belongings. If the Customer fails to clear the Equipment to Thomas Tipis satisfaction, the Customer shall be liable to pay a £500 cleaning fee. Unless otherwise agreed, Equipment must be vacated and ready for dismantling by 8am on the agreed take down date.

The Customer will be responsible for paying for any cleaning or damage that is beyond what would be considered standard up to the value of £500. The cleaning fee for water damage and/or vomit is £100. Smoking is prohibited inside the tipis. Open fires and candles that have not been authorised by Thomas Tipis are prohibited inside the tipis. Any wax that has dripped onto equipment belonging to Thomas Tipis or a Third Party is chargeable under the cleaning fee. Any Third Party Equipment that the Customer has hired through Thomas Tipis must be cleaned before take-down. Any dirty or damaged Third-Party equipment is chargeable as per the cleaning terms above. The use of cooking equipment is prohibited inside the tipis. External fire pits and the use of sparklers requires a reasonable distance away from the tipis. Please make sure any fireworks are let off at least 25 metres was from the tipis.

Equipment and property belonging to Customer and their guests, including vehicles, are brought at their own risk. Thomas Tipis accepts no liability or responsibility for loss or damage. If personal property is not removed from Thomas Tipis before the take down period commences, Thomas Tipis will leave the items at the Site. Thomas Tipis will not store any items belonging to the Customer or guests.

Customers are welcome to personalise the venue to match the theme of their event and guidance and assistance can be provided by Thomas Tipis staff. **Please note that no nails, pins, tape or similar intrusive fixings may be used on any part of the structure or furnishings. Nothing must be affixed in anyway directly to the canvases or the structures.**

LIABILITY

Thomas Tipis maximum aggregate liability for breach of this agreement (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including

negligence), misrepresentation or otherwise, shall in no circumstances exceed the amount already paid by the Customer in respect of services specified on the Hire Invoice.

Nothing in this agreement shall exclude or in any way limit:

- (a) either party's liability for death or personal injury caused by its own negligence;
- (b) either party's liability for fraud or fraudulent misrepresentation; or
- (c) liability for any breach of the terms implied by the Consumer Rights Act 1974 or any other liability which cannot be excluded by law.

If Thomas Tipis arranges for Third Party Equipment to be supplied by a Third Party Supplier for, on behalf of or at the request of the Customer, the Customer acknowledges that in no event shall Thomas Tipis be liable for any loss (whether direct or indirect) caused to the Customer arising out of or in connection such Third Party Equipment.

Thomas Tipis shall not be liable to the Customer or their guests if it is delayed or prevented from carrying out any or all of its obligations by circumstances beyond its reasonable control, including traffic, weather conditions, government intervention, strikes, labour disputes, accidents, acts of God, national or local disasters or war or any event causing the whole or a substantial part of the venue to be closed.

It is not uncommon for sites to be uneven underfoot. If the Client has not taken all reasonable measures to ensure that the site is level prior to the delivery date, the Client and the event attendees may experience uneven ground inside and around the tipis. It is the responsibility of the Client to notify all guests, visitors, suppliers and third-parties of any uneven ground in and around the tipi site. Thomas Tipis will exercise every effort where possible to level off the hire Equipment. Thomas Tipis will complete a risk assessment and notify the Client of any risks before they leave site and handover the equipment for the hire period.

Thomas Tipis will not accept liability for accident or injury due to the failure of the Client to adhere to the risk assessment and notify their event attendees or suppliers of the uneven ground.

The Client has the option to request that Thomas Tipis remove any Equipment that they no longer want. This request should be made as soon as possible, and before Thomas Tipis employees leave the site. Thomas Tipis will not refund any hire items that the Client requests to be removed.

To minimise risk of injury and uneven ground, we recommend that the Client chooses a site that has been designed specifically to host temporary event structures. Should the Client wish to use their private garden or field as their tipi site, it is the responsibility of the Client to prepare the site to minimise risk.

TERMINATION

The Customer shall be entitled to terminate this agreement, in writing, with immediate effect within 7 days of the Invoice Date (prior to payment of the deposit). The Customer should ensure that it is certain about the booking before paying the deposit. The Customer will receive no refund of any monies paid if it terminates the agreement before the event date. If the Customer terminates this agreement before paying the final rental payment, the final rental payment will still be payable by the Customer to Thomas Tipis. The sum payable pursuant to all above shall be agreed compensation for the loss incurred by Thomas Tipis. If the

agreement is terminated whilst the Equipment is at the Site, Thomas Tipis reserves the right to enter the Site or any premises at which the Equipment is located and retake possession of the equipment without notice.

Thomas Tipis reserves the right to terminate this contract without prejudice to any other right it may have, in the event that the Customer fails to comply with the terms of the agreement.

The Customer should ensure that it has appropriate Events Insurance in place to provide cover for these circumstances.

Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

In the unlikely event that the If anything in this contract is found by any body of competent jurisdiction to be invalid or enforceable, that won't affect the other provisions of this contract, which shall remain in force and effect. If that part of the contract would cease to be valid or unenforceable if some part of it were deleted, the provision shall be modified as is necessary to make it valid or enforceable.

The provisions of these terms and conditions and all disputes arising out of or in connection therewith shall be construed in accordance with and governed by English and Welsh Law.

These Terms and Conditions are drawn up to ensure that your event will run smoothly and safely.