

TERMS & CONDITIONS

‘THE COMPANY’ is Native

‘THE HIRER’ is the person hiring the equipment from the Company and whose name appears on the booking form. The Hirer must be at least 18 years of age. ‘THE PERIOD OF HIRE’ means the time commencing with the arrival of the equipment onsite, and terminating when the equipment is removed by the Company.

‘A BOOKING’ is the contract entered into by the hirer and the Company.

‘THE EQUIPMENT’ is the bell tent/s furnishing provided by the Company for the use of the Hirer.

‘HIRE CHARGES’ is the total amount due under the invoice including delivery, assembly, installation, disassembly and collection of the equipment.

GENERAL

These terms and conditions apply to all contracts entered into between the Company and the Hirer unless expressly stated otherwise by the Company and upon payment of the deposit the Hirer is deemed to have accepted them. Any offer of equipment is subject to stock being available on receipt of a deposit at time of booking.

1. CONDITIONS

Quotes are provided on the basis that a booking is not confirmed until a deposit and a note accepting our Quote, and signed Terms and Conditions are received by way of a Booking Form from the Hirer.

A booking deposit of £100 for each tent booked is payable to secure your booking either by balance transfer or by cheque. The balance is payable 2 weeks before the delivery date stipulated in the booking form.

Bookings received less than 2 weeks in advance of arrival will require payment to be sent in full with the booking form.

Any damages, breakages, or extra cleaning that may be required. Will be paid for by the hirer. These will be fully itemised.

Cheques should be made payable to “Native” and are for payment on receipt.

2. SITE

a. The Hire charges are based on the assumption that the site is a flat level firm ground with easy access for motor transport

and that no drains, cables or other services are buried beneath the surface or otherwise concealed. The Hire charges do not include any making good or repairing of damage to the site.

b. The Hirer is required to provide the Company with either a plan showing the position in which the tents or equipment are to be erected or should have a representative on the site for that purpose. In the absence of a plan showing the position in which the tents or equipment are to be erected the Company will erect the tents or equipment where they deem appropriate and shall be deemed to have completed the contract.

c. The Hirer should never presume that any other equipment is included in the Hire other than what is stated in the Company's booking forms and related website, specific to their booking.

d. The Hirer is required to select a site that is not susceptible to bogginess or has poor drainage. Any flooding caused is the responsibility of the Hirer.

e. The Hirer must ensure that any obstructions to the site are removed before The Company arrives. This includes plants, shrubs, trees, vehicles and other materials. The Company reserves the right to apply a discretionary surcharge if obstructions prevent work from commencing.

f. The Hirer must consider and is responsible for making suitable arrangements for access by people with disabilities and emergency services

g. If on arrival to site the carry from point of parking to point of erection is found to be greater than 20 metres a surcharge may be applied.

h. Appropriate provision of parking must be supplied and all parking costs (if any), must be paid for by the Hirer in advance of The Company arriving on site.

3. DELAY OR FAILURE BY THE COMPANY TO COMPLETE THE CONTRACT

The Company will use its best endeavours to supply the hirer with the equipment ordered but where this is not possible the company will notify the Hirer as soon as possible with any alterations to the design and specifications of the equipment and where alteration is fundamental the Hirer may terminate this contract and any deposit paid will be refunded.

In the unfortunate event that we have to cancel your camping event due to Force Majeure, including high winds that make it impossible to set the tents up or heavy rain making the ground too wet to make the tents safe we will offer you a different

date with the same package, amount of guests, tents and distance.

We have no control over the weather and we will always assess the situation for the safety of our customers and will always do our best to help find an alternative campsite, however we are not obliged to offer you a refund in part or full for your stay.

Please ensure you have travel insurance to cover this eventuality.

4. LIMITATION OF LIABILITY OF THE COMPANY

In the event that the Company fails to fulfil any terms of the hire contract the Company's liability is limited to refund or cancellation of any hire charge and in no circumstances will the Company be liable for any indirect, special or consequential loss or damage (whether loss of profit or otherwise), costs, expenses or other claim whatsoever which arises out of or in connection with the hire of the equipment. The Company's entire liability under and in connection with the hire contract shall not exceed the amount of the hire charge. The Company shall not be liable for damage or loss of any of the equipment. Your statutory rights are not affected.

5. PAYMENT

Payments must be made in accordance with the terms stated in the Company's quotation. Should settlement not be made by the Hire date then interest will be charged at 4 % per annum above the base rate of Lloyds Bank Plc.

6. LOSS OR DAMAGE

- a. The Hirer shall during the period of Hire be responsible for the maintenance and safe custody of the Company's equipment from completion of erection until dismantling.
- b. The Hirer must be satisfied with the equipment before use and should notify the Company of any miscounts, incorrect deliveries or unacceptable equipment before use.
- c. The Hirer shall leave the equipment in a clean and tidy state, a reasonable surcharge will be applied for cleaning if it is not and will be charged directly to the Hirer.

7. THE HIRER'S RESPONSIBILITY

- a. The Hirer should not enter the equipment whilst the Company is erecting it.
- b. The Hirer should keep any part of the equipment that is a framed structure or a tent completely closed and secure while not in use during the period of Hire.

c. The Hirer should not tamper with the structure or any part of the equipment and in particular not affix or suspend from the equipment any item whatsoever without written consent of the Company.

d. The Hirer should not use any lighting, heating, cooking or other gas or electrical appliances of any kind, other than what is provided for and appropriate to use, inside the Company's tents without the previous consent in writing of the Company. No cooking or use of gas appliances of any kind should be used inside the Company's tents.

e. The Hirer is responsible for any damage and loss caused to the equipment regardless of culpability, and therefore the Hirer will be liable for all costs associated with this damage.

f. Any naked flames used on site in proximity to the tent are entirely at the Hirers own risk.

g. No animals are allowed inside the Company's tents, without the previous consent in writing of the Company.

h. No smoking is allowed inside the Company's tents.

I. The Hirer agrees that the Company, its Agents, Officers or Employees, accept no liability for any personal injury or damage to any persons or property suffered during the period of your usage. Your statutory rights are not affected.

j. Barbecue equipment or open fires outside are to be placed a minimum of eight feet from the tent and not left unattended whilst in use.

k. In certain circumstances, such as the use of private land, The Hirer is responsible for giving notice to or obtaining permits from any authorities who are or may be concerned and must take application where necessary to the Planning Authority, District Surveyor, Police, Fire Brigade and any similar authority or organization. Any costs incurred in delays or modifications in the work arising from the absence or misrepresentation of all such necessary permissions and permits shall be payable to the Company by the Hirer. Where appropriate obtain a license from the Local Authority. Any requirements under the license must be notified to us in writing, at least 8 weeks prior to erection. Should the Company for any reason be unable to comply with these requirements, then the Contract will become void and the customer advised accordingly.

l. The Hirer will be responsible for any additional costs incurred to the company as a result of any booked equipment not being able to be erected/laid due to incorrect

measurements, varying height levels or undisclosed site complications of which the company were not informed in writing.

m. The Hirer will be responsible for any costs incurred by the company due to changes being requested once the erecting of tents has begun.

8. OWNERSHIP

All equipment remains at all times the property of the Company. The Hirer may not sub-hire or part with possession of the equipment or any part of it and may not allow any lien or encumbrance to be created over the equipment.

9. LIABILITY TO THIRD PARTIES

The Company will not be responsible for and the Hirer will indemnify the Company against all claims for the injury to persons or loss or damage to property howsoever caused, unless it be proved that such injury or damage was caused by negligence of the Company.

10. ERECTION AND DISMANTLING

The Company provides labour for the erection and dismantling of the tent's and the cost therefore is included in the Hire charges. Only in exceptional circumstances and by special arrangement will the Company allow the Hirer to erect and/or dismantle the Company's property. In these exceptional circumstances The Hirer agrees that the Company, its Agents, Officers or Employees, accept no liability for any personal injury or damage to any persons or property suffered from erecting and/or dismantling the Company's property.

11. ATTENDANCE

The Hire charges do not include attendance by the Company's workforce, employed or sub-contracted, except during the actual processes of erecting and dismantling the tent.

12. FORCE MAJEURE

The Company will not be liable for any: Act of God including but not limited to tempest, fire, flood, storm or natural disaster; War, civil war, sabotage or act of terrorism; Government sanction, embargo, import or export regulation or order; Labour disputes, including strikes, lockouts, boycotts or other industrial action; Failure in the transportation of equipment, machinery or personnel or in the provision of any utility including power, gas, water, or communication services.

While every effort will be made by the Company to carry out

any booking accepted, however, the full performance of it is subject to variation or cancellation by the Company consequent upon Act of God, War, Strikes, Riots, Lockouts or any other disturbances. Fire, Flood, Storm, Gale or Tempest restrictions on the use of Transport, Fuel or Power. Requisitioning Storage of material or transport or labour or any other cause beyond the control of the Company.

Choice of Law

This contract will be governed by the laws of England and Wales and the exclusive jurisdiction of the Courts of England and Wales.

13. CANCELLATION

Should the Hirer wish to terminate the contract then the following compensation rates will be charged to the Hirer by the Company.

100% of the Hire price / booking deposit for notice less than 4 weeks prior to the Hire period. 50% of the hire price for notice of 4 – 6 weeks and 25% of the hire price for notice of 6 – 8 weeks prior to the Hire period. 100% of the hire price for notice of 8 weeks +

Travel insurance is strongly advised to cover this.

14. OTHER

The Company reserves the right to amend their website and terms and conditions at any time, without prior notice, the Hirer's obligations not being limited to the above.

The contract will be terminated in the event of non-payment, or if there is a breach of the terms and conditions.

If any clause is deemed invalid it will not affect the rest of the terms and conditions.

15. ENTIRE AGREEMENT

This contract constitutes the entire agreement between the Company and the Hirer. No verbal representations or arrangements are recognised by the Company.

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. any other liability which cannot be excluded by law.

This agreement sets forth the full extent of the Company's obligations and liabilities in respect of the equipment and its

hiring to the Hirer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Company except as specifically stated in this agreement. Any condition, warranty or other term concerning the equipment which might otherwise be implied into or incorporated within this agreement, whether by statute, common law or otherwise, is expressly excluded. A booking may only be deemed valid once the Hirer is in receipt of a booking confirmation from the Company. The Company will provide a booking confirmation subject to receipt of a fully completed booking form with a £100 per tent booking deposit paid by the Hirer.