

The Happy Glamper T's & C's

1, Bookings

a, Deposit of £100 will be charged per tent on bookings under 10 bell tents, £75 will be charged per tent for bookings of over 10 bell tents upon receipt of the booking which acts as both a non refundable deposit to confirm the reservation and a refundable damage deposit. Full payment must be made 28 days prior to the event at the very latest.

Bookings received less than 28 days in advance of delivery date will require payment in full.

b, A minimum of 1 tent is within 40 miles of Littlehampton, a minimum of 5 tents is required for bookings 40-150 miles from Littlehampton, minimum of 10 tent is required between 150-300 miles from Littlehampton and a minimum of 20 tents is required over 300 miles from Littlehampton (Unless agreed prior).

c, Bookings overseas will require a minimum of 10 tents and additional transport costs will apply depending on location.

d, A minimum of 2 nights stay is required for each booking, We will consider events that only require 1 night of accommodation.

e, Additional nights cost are per details on website or will be agreed at the time of booking. Our weekly charge vary depending locate, availability and number of tents.

f, Festival hire will require a deposit of £150 for each tent.

g, The hirer agrees for themselves and on behalf of the other occupants of the tents they have booked.

1, Not to use any gas appliances, heating, cooking, electric heaters, any fires candles or other naked flames.

2, When the tent is unoccupied, to keep it closed, dry and secure and to close any door and window fastenings.

3, Not to tamper with the structure or any part of the equipment, not to affix or suspend any item from the tent.

4, No smoking is permitted in or within 2 meters of the tent a fine of £100 will be charged per tent if they have been smoked in.

5, Animals are not allowed in tents.

h, The deposit covers damages, breakages or extra cleaning that may be required for all equipment, this will be returned within 14 days of departure date minus deductions if applicable, which will be fully itemised. Should the replacement or repair cost exceed the deposit amount taken the hirer agrees to pay in full the extra cost.

i, The contents of our tent packages may vary slightly from tent to tent and may not be exactly what you see in our pictures, all of our furniture is unique, up-cycled and sourced from different places so each tent has a slightly different design

2, Cancellation and Refunds

Notice of cancellation of the booking by the hirer must be provided to the company in writing (letter or email) not less than 28 days prior to the deliver date.

Cancellation of less than 28 days prior to the delivery date will result in 100% of the hire charges being forfeited.

Cancellation of days 28-60 days will result in 75% of the deposit paid

Cancellation over 60 days will be at the discretion of the company

3, The Site

- a, The hire charges are based on the assumption that the site is flat, level, firm ground with vehicle access and that no drain, cables or other services are buried beneath the surface or otherwise concealed. The hire charges do not include and making good or repairing of damage to the site.
- b, The hirer is required to select a site that is not susceptible to boggy or has poor drainage, any flooding caused is the responsibility of the hirer.
- c, The hirer must ensure that any obstructions to the site are removed before the company arrives. This also includes and not limited to, trees, plants, shrubs, vehicles and other materials. The company reserves the right to apply discretionary surcharge if obstruction prevent work from commencing.
- d, The hire must consider and is responsible for making suitable arrangements for the access by people with disabilities and emergency services.
- e, If a carry point is greater than 30 meters a surcharge may be applied.
- f, Provisions for 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.

4, 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 the alterations is fundamental the hirer may terminate the contract and any deposit paid will be refunded.

5, Unforeseen Circumstances

The company will not be liable for any: Act of God including but not limited to tempest, fire, disease, pandemic, flood, storm, natural disaster or poor weather conditions; war, civil war, sabotage or act of terrorism; government sanctions, embargo, import or export regulations or order; labour disputes including strikes, lockouts, boycotts, machinery or personnel or in the provision of any utility including power, gas, water, or communication services, and any other factor outside of the reasonable control of the company.

Should your event be cancelled due to unforeseen circumstances (financial or otherwise) we will not be held responsible for refunding any deposits and/or guest bookings. This includes festival glamping tickets and payments made by guest for your wedding. In the event of a cancellation the festival or hirer are to be held wholly responsible for the cancellation and any refunds.

If either party is prevented or delayed in the performance of any of its obligations under this letter by force majeure, that party shall forthwith serve notice in writing on the other party specifying the nature and extent of the circumstance giving rise to force majeure, and shall subject to service of such notice, have no liability in respect of the performance of such its obligations as are prevented by the force majeure events during the continuation of such events, and for such time after they cease as is necessary for that party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations. If the event has to be cancelled under force majeure all fees paid to The Happy Glamper LTD will be rolled onto the next possible date in which both parties can fulfil the contract.

6, Limitations of liability of the company

The company's maximum aggregate liability for breach of a contract, including any liability for the acts or omissions of its employees, agents and subcontractors, weather arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the hire charges received by it under that contract.

These terms and conditions set fourth the full extent of the company's obligations and liabilities in respect of the equipment and the hiring by the hirer. The company warrants that the equipment shall be of satisfactory quality and fit for purpose, and it will deliver its services using reasonable care and

skill and in accordance with standard industry practice. The company shall not be liable under these terms and conditions for any;

a, loss of profit

b, loss of revenue

c, loss of business or

d, indirect or consequential loss or damage, in each case, however caused, even if foreseeable. Your statutory rights are not unaffected.

7, Payment

Payments must be made in accordance with the terms stated in the company's quotation should payment not be made 28 days prior to the hire date then the interest will be charged at 4% per annum above the base rate of Barclays Bank Plc

8, 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 the completion of erection until dismantling.

b, The hirer must be satisfied with the equipment before use and should notify the company of any miscouunts, incorrect deliveries or unacceptable equipment before use.

c, The hirer shall leave the equipment in a clean and tidy and un-damaged state, a reasonable surcharge will be applied for cleaning or repairs and it will be deducted from the deposit and /or charged directly to the hirer.

9, Insurance

The company holds public and product liability insurance to the sum of £2,000,000

10, The hirers responsibilities

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 should the security deposit be insufficient to cover costs incurred by the Company, 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 2 metres 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 organisation. 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 28 days 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.

n, Barbecue equipment or open fires outside are to be placed a minimum of 2 meters from the tent and not left unattended whilst in use.

11, 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.

12, 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 caused during the hirer's use of the equipment unless it be proved that such injury or damage was caused by negligence of the company.

13, Erection and dismantling

The Company normally provides labour for the erection and dismantling and the cost thereof 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.

14, 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 age.

15, 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.

16, Other

All variations to these terms and conditions shall be mutually agreed and in writing. The company may reissue its terms and conditions from time to time, and such reissued terms and condition shall apply to all contracts concluded thereafter. The company may terminate a contract immediately by notice in the event of nonpayment by the hirer, if there is any other breach of these terms and conditions by the hirer, or if the hirer becomes bankrupt or becomes subject to any other insolvency proceedings. If any clause is deemed invalid it will not affect the rest of the terms and conditions.

17, Entire Agreement

This contract constitutes the entire agreement between the company and the hirer. No verbal

representations or arrangements are recognised by the company.