



**Terms and Conditions**  
**Version 6 – updated 5<sup>th</sup> August 2020**

**Definitions**

‘Company’ means Dream Tipi Ltd whose centre of operations is located at The Ross, Comrie, Perthshire PH6 2JU. Registered company number 667229 in England. ‘Client’ is the person hiring the Equipment from the Company. ‘Equipment’ is the Tipi(s) and Sailcloth Celeste Pole Marquee and other materials specified on the Quote referred to on the Hire Contract and nothing else.

‘Period of Hire’ is the period between completing the set up of the Equipment and beginning the dismantling. ‘Hire Charge’ is the amount payable by the Client to the Company as specified on the Hire Contract.

‘Hire Contract’ is the form issued by the Company to the Client containing details of the Equipment, Period of Hire and Hire Charge. ‘Invoice’ is the invoice or invoices issued by the Company to the Client in relation to the Hire Contract.

**CONDITIONS**

Unless stated in writing all orders are accepted subject to the Terms and Conditions of hiring stated below and the Client by authorising or allowing work to proceed is deemed to have acknowledged this.

**THE COMPANY UNDERTAKES:**

- a) To deliver the Equipment and proceed to erect it on or before the Set Up date shown on the Hire Contract or associated correspondence.
- b) To dismantle and remove the Equipment from the site on or after the Dismantling date shown on the Hire contract or associated correspondence.
- c) Dream Tipi Ltd cannot be held liable for delay to or contracts incomplete due to any of the following eventualities will not be accepted by us:
  - a. Unsuitable sites.
  - b. The state of the wind or weather.
  - c. Loss or damage by fire or floor.
  - d. Any lock out or strike.
  - e. Any cause out of our control.

**THE CLIENT UNDERTAKES:**

- a) To pay the Deposit and to pay the Balance in accordance with the Invoice. The Company reserves the right not to provide the Equipment should payment not be received.
- b) To pay interest on all outstanding invoices at the rate of 5.5% per annum above the base rate of the Bank of England base rate.
- c) To provide the Company with either a plan showing the position in which the Equipment is to be erected and all underground services and any apparent obstacles or to make available a representative on the site for that purpose. In the absence of both then the Company having erected the Equipment where it thinks fit shall be deemed to have completed the contract. In any event, the Client and not the Company will be responsible for any damage to underground cables or pipes.



- d) To obtain permits from any authorities who are or may be concerned and to make 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 Client.
- e) Where appropriate to obtain a license from the Local Authority. Any requirements under the license must be notified to the Company in writing, at least 28 days prior to erection. Should the Company for any reason be unable to comply with these requirements, then the Client shall be notified and the Contract shall be deemed to have been cancelled by the Client.
- f) If any part of the Equipment includes electrical apparatus to provide such power points or supply as may be reasonably required by the Company within 25 metres of the Equipment
- g) Not to enter the Equipment whilst it is being erected or dismantled by the Company.
- h) To keep any part of the Equipment that is a tent completely closed and secure and in particular any door fastened when not in use
- i) Not to use any lighting, heating, cooking or other gas or electrical appliances of any kind without the prior written consent of the Company
- j) Not to light, or allow to be lit, any fire, candle or other naked flame within or close to the Equipment without the prior written consent of the Company
- k) Not to tamper with the structure or any part of the Equipment and in particular not to affix or suspend from the Equipment any item whatsoever without the Company's prior written consent.

#### **VARIATIONS**

- a) The Hire Charge is based on the assumption that the Client provides a firm and level site of turf (or some other material not impervious to stakes and able to absorb rainwater) and is served by a firm access road adjacent to the site with adequate hard-standing for commercial vehicles is free from flooding trees and overhead obstruction. If this is not the Case or if the Client wishes the Company to erect the Equipment in a different position on the site to the one indicated by the Client to the Company at the time of booking and in either event the costs to the Company are subsequently increased by reason of increase in labour costs or any other factor the Company may increase the price in accordance with the Company's published price list and hourly labour rates then in force.
- b) The Company will use all reasonable endeavours to supply the Client with the Equipment but where this is not possible the Company will notify the Client as soon as possible with any alterations to the design and specifications of the Equipment and where alteration is fundamental the Client may terminate this contract and any deposit paid will be refunded.

#### **LOSS OR DAMAGE OR EXCESSIVE SOILING**

- a) The Client shall throughout the Period of Hire be responsible for the maintenance and safe custody of the Equipment.
- b) The Client 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 Client shall be responsible for and indemnify the company against any loss of or damage to all hired equipment whatsoever the cause.
- d) The client must provide to the company proof of having arranged insurance in their name for the hired equipment at least seven days prior to the delivery date of the equipment.
- e) Any damage to the equipment shall be reported to the client immediately. The client will replace items that cannot be repaired to a satisfactory standard by a member of the Dream Tipi staff – a replacement fee list is attached – appendix 1.



## UNDERSTANDING

- a) The Hire Charge does not include making good any repairs to the Site unless caused by the negligence of the Company's servants, agents or contractors.
- b) All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes. Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.

## CANCELLATION & INSURANCE

A. Either party shall have the right to terminate this Contract without penalty within seven (7) days from the issued date, subject to written confirmation of such termination to [info@dreamtipi.co.uk](mailto:info@dreamtipi.co.uk). In the event of such termination by either party, the Company shall refund the Client all sums paid by the Client to the Company by way of deposit or otherwise.

b. In the unfortunate event to cancel the whole event, the client agrees to pay cancellation charges as follows:

- 100% Less than 14 days notice is given in writing to [info@dreamtipi.co.uk](mailto:info@dreamtipi.co.uk)
- 90% If less than 30 days notice is given in writing to [info@dreamtipi.co.uk](mailto:info@dreamtipi.co.uk)
- 75% If less than 60 days notice is given in writing to [info@dreamtipi.co.uk](mailto:info@dreamtipi.co.uk)
- 60% if less than 90 days notice is given in writing to [info@dreamtipi.co.uk](mailto:info@dreamtipi.co.uk)
- 50% If less than 150 days notice is given in writing to [info@dreamtipi.co.uk](mailto:info@dreamtipi.co.uk)
- 30% If more than 7 months notice is given in writing to [info@dreamtipi.co.uk](mailto:info@dreamtipi.co.uk)

c. The client agrees to pay a 10% credit charge if the cancellation payment is not received within 7 days of invoice.

d) If the Client cancels pursuant to the preceding clause and the Company is able to re-let the Equipment then the Client shall not pay the full cancellation charge but an administration charge based on the costs incurred by the Company in re-letting the equipment which in any event shall not exceed 25% of the Hire Charge.

e) If the cancellation is requested by venue or event company with repetitive business, a credit will be issued against the account, to be used within 24 months of issue.

f) **Additional seasonal amendment.** Due to the current situation with Coronavirus (12 March 2020), the Company will do everything within their power to offer an alternative date within 12 months for any events cancelled due to CoronaVirus (AKAS Covid). Notice of cancellation or postponement should be sent to: [Info@dreamtipi.co.uk](mailto:Info@dreamtipi.co.uk).

g) Marquee/Tipi/Outside structure insurance is required to be taken, and a copy held on file. Should the client wish to not take insurance, this must be confirmed in writing to [info@dreamtipi.co.uk](mailto:info@dreamtipi.co.uk).



### **EXCLUSION OF LIABILITY**

- a) The Company will make every effort to complete the erection of the Equipment on or before the Set Up date shown on the Hire contract provided that the Client has complied with the undertakings set out above. If the Equipment is not erected on or before the Set Up date shown on the Hire contract the Client shall have the right to withdraw and the Company shall return all monies paid. If the Equipment is not erected because of delays due to weather or other circumstances beyond its reasonable control the Company shall not be liable to pay further compensation to the Client.
- b) The Company will take all reasonable care to avoid damage to the Clients' own equipment but cannot be responsible for any loss suffered by the Client in respect thereof other than as a result of the negligence of the Company's servants, agents or contractors.

### **THIRD PARTY LIABILITY**

The Company will not be responsible for and the Client will indemnify the Company against all claims for the injury to persons or loss or damage to property howsoever caused unless it is proved that such injury or damage was caused by faulty material or workmanship or negligence on the part of the Company.

### **CORRESPONDENCE AND RESPONSIBILITIES**

It is for Dream Tipi Ltd to correspond in full, all contracts and obligations. Any grievance should be sent in writing to [info@dreamtipi.co.uk](mailto:info@dreamtipi.co.uk), marked for the attention of the Managing Director, Kurt Kynhoff. All correspondence will be acknowledged within 48 hours and dealt with. If a dispute is raised, neither Dream Tipi Ltd NOR the client may cause slander to either party – either privately or on public media. Any slander incurred, will introduce the use of solicitors, and the client will be responsible for fees and costs. Dream Tipi Ltd will do everything within it's power to resolve all disputes in a fair and professional manner including using the use of a mediator.



## **Equipment Replacement List – appendix 1**

**Last updated August 2020**

**Carpets £410.00 per roll**  
**Sofa £320.00 leather**  
**Chair £170.00 leather**  
**Chiavari chair £75.00 each**  
**Rustic trestle table £220.00 each**  
**Bench £140.00 each**  
**Outdoor Shepherds Hook £70.00 each**  
**Sheepskin Hide rug £65.00 each**  
**High Chair £60.00**  
**Fairy Lights £ 72.00 10 meter lengths**  
**Festoon lights £68.00 8 meter lengths**  
**Fire extinguishers £58.00 each**  
**Whisky barrel poser tables £90.00 each**  
**Blankets £20.00 each**  
**Diesel-fired heater £3,100.00 (also if wrong fuel used)**  
**Willow garlands £220.00 each**  
**Catering Tent £7,000.00**  
**16x16ft Dance floor £3,200.00**  
**20x20ft Dance floor £5,000.00**  
**Large Naked Tipi and lights £4,200.00**  
**1x Large Tipi with canvas and lights £12,000.00**  
**1x Sailcloth Celeste Pole Marquee and lights £27,000.00**  
**Mini canvas tipi £900.00 each**  
**Wooden Bar £460.00**  
**Rug £190.00**  
**Bean bags £50.00 each**  
**Window wall £4,300.00**  
**Half poser whisky barrels £60.00**  
**Coat stand / hangers £100.00**  
**Stage £3,300.00**  
**Firepit (external) £120.00**  
**Firepit (internal) £1,200.00**