



The Outdoor Structure Company

Terms and Conditions, Version 9b

DEFINITIONS

'Company' means Dreams Under Canvas, trading under 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 Tipis, Stretch Tents, Sailcloth Wooden Pole Marquees, Little Hat Tipi, Catering Tents, Gazebos and Bell Tents 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 these terms and conditions of hiring stated below and the Client by authorising or allowing work to proceed is deemed to have acknowledged this.

By paying the deposit, the Client is agreeing to these terms and conditions.

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) The Company cannot be held liable for delay to or contracts incomplete due to any of the following eventualities will not be accepted by us:
 - 1) Unsuitable sites.
 - 2) The state of the wind or weather.
 - 3) Loss or damage by fire or flood.
 - 4) Any lock out or strike.
 - 5) 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 overdue Invoices at the rate of 5.5% per annum above the base rate of the Bank of England base rate.
- c) 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 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 Client.
- d) 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.
- e) 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 20 metres of the Equipment
- f) Not to enter the Equipment whilst it is being erected or dismantled by the Company.
- g) To keep any part of the Equipment that is a tent completely closed and secure and in particular any door/marquee wall fastened when not in use
- h) The Company will provide a serviced, full and "in date" fire extinguisher, alongside Fire Exit Signs.
- i) The Client must appoint a single person, not under the influence of alcohol or drugs, who will be responsible for the safe use of the fire/stove, and extinguishing it fully before the structure is vacated at the end of the event
- j) The Client will not move the fireplace and only fires or stoves supplied by the Company, must be used.
- k) Not to use any lighting, heating, cooking or other gas or electrical appliances of any kind without the prior written consent of the Company



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- l) 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
- m) 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.
- n) To provide the Company with a plan showing the position in which the Equipment is to be erected and showing all underground services and any obstacles. 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 must accept all responsibility and indemnify the Company against, all damages to Underground Services and any consequential damages and losses.
- o) The Client will take reasonable measures to identify the location of cables, pipes and services before any work is commenced which may involve a risk of damage; reasonable measures may include contacting the appropriate authorities if there is any possibility that cables, pipes or services are under the site

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.

UNDERSTANDING

- a) The Hire Charge does not include making good any repairs to the Site.
- 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 FEES

- a) Either party shall have the right to terminate this Contract without penalty within fourteen (14) days from the issued date, subject to written confirmation of such termination to info@dreamsundercanvas.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) Thereafter seven (7) days, the deposit to secure the date is a non-refundable amount.
- c) In the unfortunate event to cancel the whole event, the Client agrees to pay cancellation charges as follows:
 - 100% Less than 90 days notice is given in writing to info@dreamsundercanvas.co.uk
 - 75% If less than 120 days notice is given in writing to info@dreamsundercanvas.co.uk
 - 50% If less than 150 days notice is given in writing to info@dreamsundercanvas.co.uk
 - 40% If less than 180 days notice is given in writing to info@dreamsundercanvas.co.uk
 - 30% If more than 181 days notice is given in writing to info@dreamsundercanvas.co.uk
- d) The Client agrees to pay a 10% credit charge if the cancellation payment is not received within 7 days of Invoice.

POSTPONEMENT

- a) Additional seasonal amendment. Due to the 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 postponed due to CoronaVirus (AKAS Covid). Notice of postponement should be sent to: info@dreamsundercanvas.co.uk. Price increases (if any) will be in accordance with the Rate of Inflation. – see website for table rate.
- b) All other postponements are at the discretion of the Company.
- c) When a reduction of marquee/tipi/sailcloth/stretch tent size is required, no charge will be imposed if more than 60 days notice is given to the Company.
- d) If less than 60 days notice is given to clause c), the Company shall impose a £450.00 administration fee, and remove the unrequired structures from the order and refund the Client the unused structure amount. This does not include total cancellation.
- e) If the cancellation is requested by a venue or event Company with repetitive business to Dreams Under Canvas, a credit will be issued against the account, to be used within 24 months of issue.



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f) It is the responsibility of the Client to be aware and adhere to of any local lockdown or tiered restrictions.

FORCE MAJEURE

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, excluding the non-refundable deposit.

If the Equipment is not erected or contract not fulfilled 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.

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.

LOSS OR DAMAGE OR EXCESSIVE SOILING

- a) The Client shall be responsible for and indemnify the Company against any loss of or damage to all hired Equipment whatsoever the cause.
- b) We charge our customers a Damage Waiver, in return for a fee amounting to 4% of the equipment hire charge. By doing so Dream Tipi Ltd take the contractual responsibility of accidental loss or damage to our equipment during the hire period.
- c) The damage waiver fee does not remove your contractual responsibility in relation to the following conditions:
 1. The Client is responsible for the first £750.00, regardless of the overall repair/replacement cost.
 2. The Damage Waiver Fee covers repair costs up to £30,000.00. If repair costs exceed this amount, the Client is responsible for the additional costs.
 3. The Client is responsible for all loss or damage resulting from wilful neglect or malicious acts or legal liability.
 4. The Client is responsible for any loss or damage due to the Client failure to adhere to any special security arrangements that have been agreed to.
 5. The Client is responsible for any loss or damage due to the Clients failure to any wind management advice, to ensure the safety of the structures. All doors must be closed at night for every structure, as per Checklist instructions.
 6. The damage waiver does not include items provided by external suppliers, not organised by Dreams Under Canvas.
 7. Any loss or damage will be charged for on a Reinstatement with New Basis – see Appendix 1.
 8. Fire extinguishers should not be tampered with, under the Health and Safety Act.
 9. The Client is responsible for any cleaning or repairs as a result of the Fire Extinguishers being tampered with or discharged, without a fire present.
 10. Glass is not permitted on the dancefloor at any time, and all spillages to be cleared immediately.
 11. Smoking is not permitted on the dancefloor at any time.
 12. Climbing is prohibited on any of the structure beams/poles.
 13. Confetti and Powder Bombs are prohibited within any structure during the Hire Period, from build to takedown.
 14. The Client is responsible for adhering to any special security arrangements that have been agreed, e.g. the Equipment being left un-attended in a public space. The Client will be entirely responsible for loss or damage to the equipment, resulting from failure to adhere to any special or specific security arrangements.
 15. An authorised person must be appointed to sign the Safety Checklist, if the Contract Main Lead is unavailable. This authorised person accepts responsibility on behalf of the Contract Main Lead with their signature.
 16. The Damage waiver fee is NOT event insurance, which is strongly recommended to purchase from a reputable insurer. It does NOT cover event cancellation, public or employer liability.

e) 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.

RATE OF INFLATION

The Company reserves the right to increase the costs of a booking, should the Consumer Price Index raise more than 10% as of the date of the Terms and Conditions. This measurement is based on www.rateofinflation.com and will be reviewed quarterly.

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Equipment Replacement List – appendix 1

<p> Nylon matting carpet £510.00 per roll Sofa, leather £1,200.00 Chair, leather £650.00 each Chivari chair £95.00 each Cross back chair £120.00 each Wooden trestle Bench £140.00 each Seat cushion pad £45.00 each Rustic trestle table £320.00 each Round table £350.00 each Catering table £95.00 each Outdoor Shepherds Crook £90.00 each Sheepskin Hide rug £105.00 each High-Chair £60.00 Fairy Lights £72.00 10 metre lengths Festoon lights £68.00 8 metre lengths Fire extinguishers £58.00 each Wind Anemometer - £45.00 each Whisky barrel poseur tables £90.00 each Blankets £20.00 each Diesel-fired heater £3,100.00 (also if wrong fuel used) Electric heater £3,250.00 Willow garlands £220.00 each Catering Tent Replacement £11,000.00 Toilet covering Replacement £11,000.00 Catering tent panel – price on replacement Dance floor all sizes, up to £5,000.00 Large Naked Tipi and lights £4,200.00 1x Large Tipi with canvas and lights £15,000.00 1x Sailcloth Wooden Pole Marquee and lights £36,000.00 Stretch Tent Replacement £11,500.00 Little Hat Replacement - £4,800.00 Soot damage cleaning - £750.00 Wooden Bars £950.00 Circular Rustic bar £4,000.00 Circular bar section £1,000.00 each Bean bags £50.00 each Window wall £4,300.00 Stage £3,300.00 Stage skirt £310.00 (per panel) Firepit (external) £160.00 Firepit (internal) £1,200.00 Hardwood Floor, per tipi £2,700. Hardwood Floor, per sailcloth section £1,900 Vase - £15.00 Cushion - £15.00 Easel - £60.00 Uplighters - £45.00 each Illuminated Fire Exit signs - £65.00 each Catering strip lights - £65.00 each Truss Ladder - £450.00 Wooden or Willow Arch - £350.00 each Wooden Doors - £3,200.00 Cable drum table - £45.00 Generator (owned by Dream Tipi Ltd)- £940.00 Obscure drapes - £200.00 per panel Gazebo replacement - £700.00 16amp power cable replacement - £60.00 Giant LOVE Letters - £100 Glitterball replacement £280.00 </p>
