

# TERMS AND CONDITIONS OF HIRE

All terms and conditions noted apply to **tipi hire and event furniture hire**.

Thanks for checking out our terms and conditions ahead of your fab event. Right you'll know from meeting us/reading our website we're all about equipping you with all the info you could ever need to prep for your upcoming event. Whilst a little more formal than our usual style, we hope they'll answer all of your questions and share with you from the off some of the key things you may wish to consider prior to, and throughout the duration of your booking with us.

Every decision we make is based on **integrity, fairness and working hard to offer as much flexibility to yourselves for your event**, whilst also trying to **manage stock** and availability for all customers to enjoy, **especially important in peak periods**. For context, most of our event tipis and equipment is booked some 18 months prior to an event. It's rare that bookings for events happen with less than 6 months before an event date.

You might also encouraged to know, every single detail has been benchmarked against our own values and standards, ie would we sign these if we were hosting our own event? You can be assured the answer is without doubt yes!

Based on extensive event experience, we wholeheartedly believe that these T&Cs offer clarity and will support you to make key decisions throughout your event plans, at the right time. We're confident too, that these T&Cs can be relied upon and used to steer us through any situations that may arise with the overriding aim - an outcome that is fair and just you, but our business too.

It'll come as no surprise then that our terms and conditions are pretty comprehensive, probably the most in-depth in the industry actually. There's a handy contents page to take you to where you want to be.

We hope you'll love what you see, and are happy to contract with us. **These terms and conditions must be signed to officially confirm event booking.**

## Current version.

Our T&Cs will be regularly reviewed and updated. We encourage you to view the T&Cs prior to booking, and to keep referring back to it, throughout your event planning with us.





## COVID-19

During the COVID-19 pandemic, Tipi Unique will monitor all official guidance ensuring our Terms & Conditions are fair, reasonable and offer flexibility. Any updated/amended terms resulting from COVID pandemic restrictions and/or our response to it, will be made clear.

## COVID position statements

Tipi Unique, will commence discussions with the Hiring Customer regarding alternative arrangements due to COVID-19 at 180 days (6 months) to go prior to Event Date.

If an event cannot go ahead due to official COVID restrictions, postponements are preferred. All deposits/instalments paid will be automatically transferred to a new, mutually agreeable date. The balance will then be due 30 days prior to new Event Date. Tipi Unique will offer to waive all postponement fees if the postponement is directly related to COVID-19, and has been made with 90 days or less (3 months) to go prior to Event Date.

Where official guidance indicates events taking place during COVID can go ahead, Tipi Unique will work with the Hiring Customer to deliver the event in line with specific advice. There will be no fees applied to the Hiring Customer's Sales Invoice (Balance Due) if amendments are required.

Where the official guidance permits events during the COVID pandemic (inc. with any restrictions etc), should a Hiring Customer choose to cancel, the deposit would remain non-refundable.

## Going ahead with a new reservation during COVID pandemic

It is advisable to confirm arrangements for events over coming years as soon as you are able. The high volume of Event Date changes has meant that our availability is now limited.

We are advising all Hiring Customers to hold ALL relevant event insurances.

Furthermore, to qualify for Section 75 protection, we can offer to process payments via credit card/ Paypal. Please see guidance re. amounts required to be paid via this means, and third party payment processing: <https://www.moneysavingexpert.com/reclaim/section75-protect-your-purchases/> *\*NB: We do use a third party processing company called Stripe for credit card payments*

## Limited company and what this means for COVID

Tipi Unique is a limited company. In the unlikely event that Tipi Unique faces insolvency/is forced into administration, we are bound by stringent measures to protect our Hiring Customers. Independent advisors will be appointed to manage the situation and liaise with any interested parties regarding their individual cases and requirements.



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## Definitions

**Equipment Hire:** the tipis, furniture, furnishings, accessories, toilets, power generators and any other item which is to be provided by us.

**Hiring Company:** where used in full, and also stated as 'Tipi Unique', means the company hiring the equipment to the Hiring Customer.

**Hiring Customer:** where used in full, and also noted as 'the Customer' means the person/company hiring equipment from Tipi Unique.

**Delivery Date:** specified date for drop-off and/or install commencement of tipis/equipment hire.

**Collection Date:** specified date for collection and/or dismantle commencement of tipis/equipment hire.

**Effective Date:** The Effective Date is the point at which this agreement is issued to the Hiring Customer following a receipt of payment of 25% (Equipment Hire total), herein referred to as 'Deposit' made to Tipi Unique.

**Rental Start Period:** period immediately after the full drop-off and/or completion of tipi set up/equipment, marked by the handover completion and vacation of Tipi Unique staff.

**Rental End Period:** period immediately after the full hire duration of tipis/equipment, marked by the arrival of Tipi Unique staff to commence dismantle.

**Total Rental Period:** period between Rental Start Period and Rental End Period. Total rental periods is 3 days. You will be advised of your exact Delivery Date, Collection Date and Total Rental Period with no less than 90 days notice prior to Event Date. Where reservations are made with less than 90 days to Event Date, these details will be confirmed and agreed by all parties at the earliest opportunity.

**Event Date:** actual specified date that the event is scheduled to take place.

**Grand Total:** total amount owed to Tipi Unique for hire of tipis and/or equipment for your event

**Balance Owning:** Grand total owed to Tipi Unique less any 'Deposits' and or instalments made to Tipi Unique.

**Order Confirmation:** documentation issued consisting of deposit receipt, specified hire periods and terms and conditions, request for additional booking information (and any such other documents necessary to fulfil the order).

**Sales Invoice (Balance Due):** invoice issued to the Hiring Customer for payment no later than 30 days prior to Event Date.

**Sales Invoice (Amended Balance Due):** invoice issued to the Hiring Customer for payment no later than 30 days from issue relating to changes to the order which require an additional payment.

**Quotation:** Itemised breakdown of costs prior to placing an order with Tipi Unique.

**Sales Invoice (Extra Goods, Services or Fees):** invoice issued to the Hiring Customer for extra goods, services fees and to be paid within specified time periods either prior to the Delivery Date or Event Date (if post Delivery Date) or no later than 30 days from date of issue.

**Sales Invoice (Credit/Refund):** invoice issued to the Hiring Customer from Tipi Unique for any credit/monies owing.





## Parties to the agreement

**Hiring Company: Tipi Unique Limited** incorporated and registered in England and Wales with company number 09477556 whose registered office is at Unit 6, Woodford Court, Woodford Park Industrial Estate, Winsford, CW7 2RB

And

**Hiring Customer:** the Customer or the person/business name on the Order Confirmation

## Relationship between Tipi Unique and Uniquely Styled

Uniquely Styled is a trading name of Tipi Unique. Bookings relating to Equipment Hire from our Uniquely Styled range will be booked directly with Tipi Unique and all such documentation will bear Tipi Unique as Hiring Company name.

## In writing

You'll spot this throughout, updates, changes and the like will need to be agreed 'in writing'. Now feather and quill ain't the only style we'll accept. An email, an e-sig/tick box, text message or even hand scribbled piece of paper with your autograph on it will cut it, so don't sweat. We're a modern bunch and as long we've got something on file, that's cool with us.

## VAT

We're proud to be VAT registered, and as such all goods are subject to VAT at the statutory rates, typically 20%. **VAT registration number: 232 0035 71.** VAT cannot be removed from any quote.

For the avoidance of doubt, at any given point from initial enquiry, through to 31 days prior to the Delivery Date, should there be a statutory change to VAT rate, this will be applied to Grand Total with immediate effect and an adjusted Sales Invoice (Balance Due) for approval showing the new VAT rate/total cost will be issued.

Where there is a statutory change to VAT with 30 days or less to the delivery date, VAT will be fixed at rate specified on Sales Invoice (Balance Due). During this time, and after the Event Date, any Sales Invoice (Extra Goods, Services or Fees) will be issued at the current statutory rates.

Where Tipi Unique is required to issue a Sales Invoice (Credit/Refund), this will be at the specified statutory rate - with an associated invoices raised for approval, and payment made within 30 days of credit invoice date.



## 1. Payment terms

- a. The Hiring Customer must make arrangements to ensure payment in full against Sales Invoice (Balance Due), is received to Tipi Unique no later than 30 days prior to Event Date.
- b. Our preferred payment method is via BACs. BACs details are as follows:
- c. Sort code: 77-48-09, Account number: 40556260
- d. IBAN:GB24LOYD77480940556260 and BIC:LOYDGB21W90
- e. Please check in with us beforehand if you'd like to explore other payment options.
- f. Instalment payments are accepted. An updated Sales Invoice (Balance Due) will be provided.
- g. Where instalment payments have been made and there is an event cancellation/amendment/postponement - please refer to [5. Cancellations](#) detailing what level of credit/refund will be issued.
- h. It is your responsibility to confirm that any payments have been sent to the correct details and Tipi Unique will not accept any liability for funds which are not received. If you are in any doubt please speak with us over the phone to confirm the correct details.
- i. Should Tipi Unique be required to issue a Sales Invoice (Credit/Refund), the Hiring Customer must provide their nominated payment method and associated details. All credits/refunds will be issued in line with statutory VAT rates at the time of the Sales Invoice (Credit/Refund) issue.
- j. All Sales Invoice (Credit/Refund) payments will be made within 30 days from date of issue.

## 2. Late payments

- a. Late payments on any Sales Invoice (Balance Due), Sales Invoice (Extra Goods, Services or Fees) and Sales Invoice (Credit/Refund) or any other invoice or sums due as set out in these terms and conditions are subject to interest at the statutory interest rate of 8% plus the Bank of England base rate at the time of late payment. Late payment interest will be calculated from the next day after payment is due until the outstanding payment is made.
- b. Any outstanding debt that is not settled within 30 days of the payment due date may be passed to third party debt collection services and will be subject to all further incurred recovery costs/fees.





### 3. Force majeure

- a. There may be other events which are outside of our control (for example adverse weather, war, terrorism, disease, strikes or any other event which would restrict or prevent us from carrying out our obligations within these terms and conditions) which could cause delays, additional costs or cancellation of the event and if these events occur then we will not be liable for any losses incurred and the customer will be expected to raise a claim through their own insurances held.
- b. Tipi Unique reserves the right to review these terms and conditions in line with any Force majeure situations and issue addendum and/or revised position statements/clauses. It will be clear that Force majeure clauses are in use and these may supersede particular points with these terms and conditions. That being said, Tipi Unique will communicate such updates and will seek approval from the Hiring Customer in writing if affected. Tipi Unique will always be governed by the principle of 'fairness' in deciding the cause of action and for how long such measures may be necessitated.

### 4. Recommended insurances

- a. During the Total Rental Period, Tipi Unique recommends that, at its own expense, the Hiring Customer should obtain and maintain the following insurances:
- b. Insurance to cover the Equipment Hire to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Tipi Unique may from time to time nominate in writing.
- c. Insurance against such other or further risks relating to the Equipment Hire as may be required by law, together with such other insurance as Tipi Unique may from time to time consider reasonably necessary as advised by Tipi Unique and/or its advisers.
- d. Insurance to compensate Tipi Unique in full if the event is cancelled due to circumstances beyond the control of either party. See [5. Cancellations](#) for details of expected compensation amounts at specified time period relating to Event Date.
- e. Insurance to compensate Tipi Unique in full against cancellations/other failings from all parties involved in the event overall that may result in the cancellation/inability to deliver our part of the event. See [5. Cancellations](#) for details of expected compensation amounts at specified time period relating to Event Date.
- f. Insurance relating to liabilities in relation to the event location/site and the likely guests/suppliers accessing this area, along with all known high risk areas detailed including any public liability insurance which would be reasonable for your event
- g. All insurance policies procured by the Hiring Customer shall be endorsed to provide Tipi Unique with at least 14 business days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon Tipi Unique's request name Tipi Unique on the policies as a loss payee in relation to any claim relating to the tipis/equipment.



- h. Tipi Unique must not incur any deductibles/excess charges/other fees in relation to a Tipi Unique will require copies of the relevant insurance policies or other insurance confirmation acceptable to Tipi Unique and proof of premium payment to Tipi Unique to confirm the insurance arrangements.
- i. If the insurances taken out do not cover the cost of replacing the Equipment Hire to its full replacement value, the difference between the amount recoverable under the insurance and the amount of the loss suffered must be payable by the Hiring Customer.
- j. If the Hiring Customer has opted for the damage waiver to be added to the Quotation and ultimately the Sales Invoices (Balance Due), please also refer to section [10. Damage waiver](#) for further information regarding loss/repair/replacement.

## 5. Cancellations

- a. Things happen, and on occasion cancellations may be needed. Here's what you'll need to know.
- b. All cancellations must be made in writing and be acknowledged by Tipi Unique. Regardless of the cause, loss, other factors that may have led to the decision for the cancellation the following conditions will always apply:
- c. If the Hiring Customer cancels within 14 days of Effective Date, we'll refund the 25% Deposit in line with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (SI 2013/3134).
- d. After 14 days from the Effective Date, the Deposit becomes non-refundable.
- e. If the Hiring Customer cancels after 14 days from the Effective Date and up to and including 270 days prior to Event Date, the 25% non-refundable Deposit paid **on Equipment Hire only** will be retained.
- f. If the Hiring Customer cancels between 269 days and up to and including 120 days to Event Date, the 25% non-refundable Deposit (plus a further 25% **on Equipment Hire only** inc. VAT at the statutory rate will need to be paid).
- g. If the Hiring Customer cancels between 119 and up to and including 31 days before the Event Date, the 25% non-refundable Deposit (plus a further 50% **on Equipment Hire only** inc. VAT at the statutory rate will need to be paid).
- h. If the Hiring Customer cancels 30 days or less prior to the Event Date, the 25% non-refundable Deposit (plus 100% **Equipment Hire only** inc. VAT at the statutory rate will need to be paid).
- i. Cancellation charges will be provided on a Sales Invoice (Extra Goods, Services or Fees) which must be paid in full within 30 days of the date of issue.
- j. Where the Hiring Customer does not provide the cancellation in writing, or has not received an acknowledgement from Tipi Unique, then Tipi Unique is entitled to pursue payment in full for 100% of **Balance Owing** as shown on Sales Invoice (Balance Due).
- k. Where these debts remain unpaid, these may be passed to third party debt collection services and will be subject to all further incurred recovery costs/fees.



- l. Tipi Unique will not terminate this agreement unless the Hiring Customer is in breach of these terms and conditions. Should Tipi Unique choose to cancel this agreement, it reserves the right not to provide/and or may refrain from setting up the Equipment Hire and also to refrain from communication where necessary with the Hiring Customer. This decision may be reached at any time up to the Delivery Date.
- m. Should Tipi Unique wish to enact a termination, Tipi Unique, is entitled to pursue payment due at the amounts specified based upon the total days prior to Event Date at the point of termination.
- n. Tipi Unique reserves the right to have advisers or other specialists step in at any point to facilitate such terminations/communications with the Hiring Customer.
- o. Should the Hiring Customer make a cancellation, and has incurred Sales Invoice (Extra Goods, Services or Fees), once paid these will be retained, and are in addition to other noted cancellation fees.

## 6. Amendments to your order

- a. We understand that event plans grow, shift, evolve throughout - and we know that having the flexibility to change details on the Sales Invoice (Balance Due) is important.
- b. As with cancellations, we ask the Hiring Customer makes the amendments in writing.
- c. All amendments are subject to availability.
- d. Amendments to orders may be subject to delivery cost increases/decreases to accommodate the change to Equipment Hire to be transported
- e. The Hiring Customer may add on tipis/structures, third party items such as toilets/generators/showers or any other equipment/services from other event companies up until 31 days prior to event date. For all of the above, a Sales Invoice (Amended Balance Due) will be provided requesting a further 25% **on difference between the original Equipment Hire figure and the current Equipment Hire figure inc**, with payment due no late than 30 days from date of issue.
- f. Additional Equipment Hire added (subject to availability) less than 30 days to Event Date when payment in full of the Sales Invoice (Balance Due) has been received, will be managed via the provision of a Sales Invoice (Extra Goods, Services or Fees) inc. damage waiver, delivery and VAT issued to the Hiring Customer, to be paid upon presentation and prior to Delivery Date. Our recommended cut off point for amendments is 48 hours prior to Delivery Date.
- g. For amendments relating to Equipment hire only (excluding items listed in [point 6.e](#)), the following will apply:
- h. If the amendment results in an **increase of 10% or greater** of the original Equipment Hire total, a Sales Invoice (Amended Balance Due) will be provided to the Hiring Customer, requesting a further 25% **on difference between the original Equipment Hire figure and the current Equipment Hire figure** , with payment due no late than 30 days from date of issue.
- i. If the amendment results in an **increase of less than 10%** of the original Equipment Hire total, the Hiring Customer will be provided to confirm the changes to Sales Invoice (Balance Due) in writing



- j. If the Hiring Customer wishes to remove tipis/structures, third party items such as toilets/generators/showers or any other equipment/services from other event companies, with up to 270 days prior to Event Date, there will be no financial penalties.
- k. If the Hiring Customer wishes to remove tipis/structures, third party items such as toilets/generators/showers or any other equipment/services from other event companies, with between 269 days and 120 days prior to the Event Date, the Hiring Customer shall pay to Tipi Unique 25% **on Equipment Hire only**. A Sales Invoice (Extra Goods, Services or Fees) will be provided for payment due no later than 30 days from date of issue. For the avoidance of doubt, this is in addition to 'Deposit' payments made.
- l. If the Hiring Customer wishes to remove tipis/structures, third party items such as toilets/generators/showers or any other equipment/services from other event companies, with between 119 days and 31 days prior to the Event Date, the Hiring Customer shall pay to Tipi Unique 50% **on Equipment Hire only**. A Sales Invoice (Extra Goods, Services or Fees) will be provided for payment due no later than 30 days from date of issue. For the avoidance of doubt, this is in addition to 'Deposit' payments made.
- m. If the Hiring Customer wishes to remove tipis/structures, third party items such as toilets/generators/showers or any other equipment/services from other event companies, with between 30 days or less to Event Date, the Hiring Customer shall pay to Tipi Unique 100% **on Equipment Hire only** inc. VAT at the statutory rate. A Sales Invoice (Extra Goods, Services or Fees) will be provided for payment due no later than 30 days from date of issue. For the avoidance of doubt, this is in addition to 'Deposit' payments made.
- n. For amendments relating to decreases to Equipment hire only (excluding items listed in [points j-m](#)), the following will apply:
- o. If the amendment results in a **decrease of 10% or greater than** the original Equipment Hire total, a Sales Invoice (Amended Balance Due) will be provided to the Hiring Customer, who must pay Tipi Unique 25% **on difference between the original Equipment Hire figure and the current Equipment Hire figure**, with payment due no later than 30 days from date of issue. For the avoidance of doubt, this is in addition to 'Deposit' payments made.
- p. If the amendment results in a **decrease of less than 10%** of the original Equipment Hire total, the Hiring Customer will be provided to confirm the changes to Sales Invoice (Balance Due) in writing
- q. VAT for all amendments will be added to Grand Total and Balance Owing for payment no later than 30 days prior to Event Date.
- r. Once payment in full has been received against Sales Invoice (Balance Due) the Hiring Customer may request a reduction in quantities to be delivered. Tipi Unique will require you to confirm in writing if you do not wish for the equipment to be delivered. However, no refunds/discounts can be offered.
- s. For the avoidance of doubt, Equipment Hire will only be officially added/removed once the Sales Invoice (Amended Balance Due), Sales Invoice (Extra Goods, Services or Fees) has been paid and/or the amendment has been approved in writing.



- t. Where these debts remain unpaid, if this is prior to the Event Date, Tipi Unique reserves the right to terminate the agreement and will request from the Hiring Customer all monies owed as per specified timelines detailed within section [5. Cancellations](#)
- u. Additionally, these may be passed to third party debt collection services and will be subject to all further incurred recovery costs/fees.
- v. The impact of reductions/increases to Equipment Hire should be carefully considered, as any/all Sales Invoices (Amended Balance Due) and Sales Invoice (Extra Goods, Services or Fees) will apply regardless if the Hiring Customer chooses to revert back to the same/similar amount of Equipment Hire.
- w. Addition of new items of Equipment Hire will always be shown at current rate and in full.
- x. Amendments to the order must be made in writing and be given by the Hiring Customer only. We will not accept requests for amendments to an order except where a specific person has been authorised in writing by the Hiring Customer.
- y. In the event of a cancellation, which follows amendments of an order with Tipi Unique, where any Sales Invoices (Amended Balance Due) and Sales Invoice (Extra Goods, Services or Fees) are owed to Tipi Unique, these will also require payment in addition to any cancellation fees at the time of cancellation. (See section [5. Cancellations](#))

## 7. Postponements

- a. We genuinely hope you won't have to put off your event 'til a later date but if you do, here's the scoop:
- b. Postponements can only be made in writing with greater than or equal to 270 days notice prior to original Event Date and must include proposed new Event Date within the next 6 months from the original Event Date. Tipi Unique will perform a check to confirm availability on proposed new Event Date and also dates in the vicinity - confirming those available in writing.
- c. Both parties will need to agree in writing the new Event Date. It is only after this point should other reservations/changes with event suppliers should be officially confirmed. Tipi Unique will not be liable for any losses/costs incurred due to provisional/confirmed bookings with any other supplier that have assumed other dates than what has been confirmed as the new Event Date.
- d. Tipi Unique will advise a revised Order Confirmation inc. new Delivery Dates at its earliest convenience and cannot be held liable for any delays/losses resulting in altered pre- or post event timelines whatsoever the cause.
- e. There'll be a 10% on Equipment Hire fee along with any adjusted rates for products hired in subsequent years as well as VAT. A Sales Invoice (Extra Goods, Services or Fees) will be provided which must be paid in full with 30 days of date issue to confirm the postponement. Where these debts remain unpaid, these may be passed to third party debt collection service and will be subject to all further incurred recovery costs/fees.



- f. During the COVID pandemic, Tipi Unique will also allow a postponement to a new proposed Event Date within the next 12 months from the original Event Date (subject to availability). To proceed with this options, there'll be a 15% on Equipment Hire fee along with any adjusted rates for products hired in subsequent years as well as VAT. A Sales Invoice (Extra Goods, Services or Fees) will be provided which must be paid in full with 30 days of date issue to confirm the postponement. Where these debts remain unpaid, these may be passed to third party debt collection service and will be subject to all further incurred recovery costs/fees.
- g. Where a postponement is less than 270 days from the Event Date, this will be classed as a cancellation by the Hiring Customer and will be subject to all clauses as set out in section [5. Cancellations](#)
- h. A period of 30 days from official notice in writing of the postponement will be offered to a client when trying to confirm a new Event Date. Where a new Event Date cannot be agreed in writing within this timeframe, this will be classed as a cancellation by the Hiring Customer and will be subject to all clauses as set out in section [5. Cancellations](#).
- i. Where the proposed new date is held on reserve by another interested party, they will be offered first refusal to confirm booking within the 4-week reservation period (or whatever duration of their 4-week reservation they have left) and will take precedence. Expiration date of any known reservation periods will be shared and thereafter, the Hiring Customer has a period of 30 days to confirm this Event Date in writing.
- j. In the event of a cancellation which follows a postponement of an order with Tipi Unique, where any Sales Invoice (Extra Goods, Services or Fees) are owed to Tipi Unique, these will also require payment in addition to any cancellation fees at the time of cancellation. (See section [5. Cancellations](#)).

## 8. Power, cabling and distribution for your event

- k. We're always happy to go the extra mile, and getting you sorted with power needs for the event is a biggie. Here's how we can help:
- l. Where Tipi Unique has **provided an event generator**, we'll take care of power needs, cabling and all distribution for specified and agreed element(s) of your event *\*typically those inside near to tipis/furnishings location and any hired in goods we've been commissioned to provide*. For events with extensive power requirements, such as festivals, this will be agreed in writing as to Tipi Unique's obligations in relation to total power management.
- m. It remains the Hiring Customer's responsibility to provide Tipi Unique with a comprehensive event power plan covering the needs of all of the suppliers including their total wattage, exact equipment to be used, number of plug sockets and preferred arrangement of sockets not less than 30 days prior to Event Date. Should Tipi Unique receive this information with less than 30 days to Event Date it will make its best endeavours to include the information but this cannot be guaranteed and Tipi Unique will not be liable for any losses/delays caused by this or similar scenario.
- n. Tipi Unique may at times, make amendments to any specified power requirements, which will be fully explained, but in no way would this offer less than what is required.



- o. Where Tipi Unique has a lead role in the power management of your event, Tipi Unique will advise if road/pedestrian cable covers are required for the safety of the event overall. The Hiring Customer's initial quotations and any subsequent Sales Invoice (Balance Due) will reflect this. At any given point during the event planning it may become apparent that such items are required. The Hiring Customer's Sales Invoice (Balance Due) will be updated and will be subject to any payment terms as specified in [section 6. Amendments](#).
- p. Where we're powering your **event from a mains supply**, there must be sufficient power capability/supplies/sockets within **50 meters of tipi/furnishings location**. Additionally, a further check will be undertaken regarding the total amount of power and sockets available. Tipi Unique will only provide event distribution up to **4 x 13 amp supplies (or equivalent when drawing from a mains supply)**. Tipi Unique will prioritise the power distribution to for Tipi Unique's own equipment within the 4 specified supplies. After this, the spare supplies can be allocated to other event elements. It is advisable from the outset that you must discuss with Tipi Unique the total event power provisions when planning to manage this from mains supply.
- q. Where the requirements exceed our mains supply criteria ie *50m distance and 4 x 13 amp supplies* Tipi Unique will insist upon a generator to manage event power. Tipi Unique will constantly monitor this and will continue to assess if the event can be safely powered from mains supply.
- r. Outside of the specifications noted ie what Tipi Unique will be managing either via a generator or mains supply, all other power needs remain the Hiring Customer's responsibility to manage fully. Tipi Unique will not be liable for any failings/power outages or other issues relating to power for the event that has been managed independently. Note when managing power independently, the Hiring Customer is solely responsible for the following:
  - i. Full assessment of total electrical loads for event including a plan for cabling routes, where each will be connected (ensuring adequate supply/sockets and overall load capabilities)
  - ii. Provision of all power, distribution boxes, cabling, converters, sockets, cable covers, safety testers, any other associated costs relating to electrical safety for all other event elements (except tipis/equipment hired from Tipi Unique) management of electrical provisions/issues during, on the event date itself and afterwards
  - iii. Ensuring any generators or other electrical provisions are in situ on/before the Delivery Date of equipment from Tipi Unique. Where delays occur such as being unable to test/install equipment due to the power provisions, then Tipi Unique reserves the right to issue a Sales Invoice (Extra Goods, Services or Fees) to cover the cost of returning to site to remedy this. If this is the case, such invoice would be required to be paid in advance to Tipi Unique via BACs before works will be undertaken.



- s. Tipi Unique is able to provide electrical cabling, distribution, safety testers and other associated equipment, along with technical installation. Should this be required, these items will be added to Quotations, Sales Invoice (Balance Due) or if later added, to a Sales Invoice (Amended Balance Due) and payment will be in line with payment terms for Sales Invoice (Balance Due) or Sales Invoice (Amended Balance Due), see [section 1. Payment terms](#) and also [section 6. Amendments](#).
- t. Following the inclusion of the above onto the order, by the Hiring Customer, a plan will be agreed for Tipi Unique's and the Hiring Customer's total responsibilities prior to the Event Date.
- u. It is your responsibility to check with venue provider (including marquees/barns etc., what is their approach to use of power. Importantly, this must include any power limitations/known issues/available sockets and specified thresholds and share these with Tipi Unique. An assessment will be performed and the Hiring Customer will be advised about Tipi Unique's recommended approach to power management. Where necessary, the Hiring Customer may have to bear the costs for generators, power and cabling and any other power distribution fees as advised by Tipi Unique or insisted upon by the venue. Any such fees will be managed through adjusted Sales Invoices (Amended Balance Due) if notified with more than 30 days prior to the Event Date and must be paid in full and with accordance with payment terms as per [section 6. Amendments](#). If the notification is received with less than 30 days to the Event Date a Sales Invoice (Extra Goods, Services or Fees) will be issued and must be paid in full no later than the Delivery Date,
- v. *Note, generator bookings are advised to be made no later than 60 days prior to Event Date and are subject to availability.* If the Hiring Customer advises, that a generator/power/cabling or other charges are required prior to 30 days before Event Date, a Sales Invoice (Amended Balance Due) will be issued and must be paid in line with [section 6. Amendments](#). Where the generator is advised it is required with less than 30 days to the Event Date, a Sales Invoice (Extra Goods, Services or Fees) will be issued for payment no later than the Delivery Date.
- w. Managing power safely is imperative at events, it is the Hiring Customer's responsibility to ensure all suppliers' equipment is safe, fit for use and is operated in line with the power provisions made for such equipment and as notified to Tipi Unique. Tipi Unique cannot be held liable for any loss/damage resulting from any of the Hiring Customer's event suppliers equipment and or actions in the days prior to, during the event and afterwards.
- x. Tipi Unique will rely on the information that the Hiring Customer provide to us in order to determine your requirements for power and cabling for your event and if this information is inaccurate or incorrect then we will not be liable for any additional costs which are incurred. For the avoidance of doubt any further costs incurred by us will be passed to the Hiring Customer via a Sales Invoice (Extra Goods, Services and Fees) and must be paid in full within the time specified.
- y. Tipi Unique reserves the right to refrain from completing the installation if any of the above payments have not been paid in full by the specified time period and will not be liable for any delays/losses resulting from this, or similar scenario.





- z. Where these debts remain unpaid, these may be passed to third party debt collection services and will be subject to all further incurred recovery costs/fees.

## 9. Weather and other associated risks

### 9.1. Unsafe wind/heavy load conditions

- a. It is imperative for the safe installation of, and use of, tipis in outdoor locations, that the Hiring Customer is aware of that tipis can only be used if the conditions are within the 'Safe Wind Loads' specified for our event tipis.
- b. There is explicit advice we must follow to assess low, normal, high and unsafe wind conditions (including those forecast and those which occur without warning).
- c. Similar advice must be followed if there is any risk of 'unsafe external loads' such as Heavy snow, ice or other debris on the tipis.
- d. As a result, the most extreme situation in 'unsafe wind/load conditions' could be an 'evacuation of tipis immediately' at any point prior to, during use or even after the event (during clear up or future celebrations). Should this happen, where safety is the primary reason for such an intervention, Tipi Unique will accept no liability, and the Hiring Customer will be expected to bring claim using their own insurances held.
- e. Please also refer to the section [3. Force Majeure](#) clause for circumstances beyond our control and how this may affect your event.

### 9.2. Unforeseen conditions

- a. Decisions re. suitability for the tipi installation are made during comprehensive site assessments and updated during any subsequent re-inspections and upon arrival to site to commence the installation.
- b. However, in a very small percentage of cases, there remains a risk that despite Tipi Unique's best efforts to forecast planned weather conditions and how the location will hold up throughout the event duration (and ensure plans have been implemented accordingly) that the location may still be prone to puddling, pooling or worse in some cases.
- c. The Hiring Customer should be aware of this and liaise with Tipi Unique immediately if any change to the condition (from how it was handed over) occurs and Tipi Unique will work the Hiring Customer to manage this.



### 9.3. Site conditions

- a. Outdoor events are the best, we LOVE them! But they do come with a requirement to keep an eye on the venue/site's ground conditions. If needed, and ideally before an Order Confirmation with Tipi Unique, we'd recommend that we should have always performed a **site visit**, this will look at how dry/firm and level the ground is.
- b. From here on in, it is the Hiring Customer's responsibility, to:
  - i. Visit the venue/site regularly especially after any major landscaping works, changes to size/shape of space
  - ii. Visit the site after heavy rainfall
  - iii. Visit the site not more than 7 days before the date of the event
- c. In doing so, you must report back to us each time and specifically if there's anything to note i.e. change to evenness of ground, wet squelchy sounds, pooling, puddling, or any other material change such as change to tipi location/ arrival of new buildings/obstacles/overhead constraints.
- d. With not less than 7 days before the Delivery Date, the Hiring Customer must confirm that there is nothing specific to note.
- e. Should the Hiring Customer notice any significant changes, they must contact Tipi Unique who may decide to schedule a re-inspection visit.
- f. Any findings will be discussed and a plan enacted which may include (subject to availability) recommendations for extra equipment to ensure the site is safe to erect the tipis and fit-for-purpose as an event venue. This may also include us advising on how to minimise the risk through other measures as deemed necessary.
- g. All options will be shared with you in advance including associated costs/extra equipment, extra resources and delivery trips needed. The preferred route must be agreed in writing and where necessary Sales Invoice (Amended Balance Due) or Sales Invoice (Extra Goods, Services and Fees) may be issued for payment in line with respective terms. Tipi Unique reserves the right to commence the install if the above payments have not been made.
- h. Any items being sourced independently to remedy ground conditions must be done so at your own costs and expeditiously so as not to delay the install/dismantle of tipis/equipment.
- i. Tipi Unique will accept no liability for delays caused by the addition of client-requested or extra services/equipment to make good/safe an event site.
- j. Importantly, Tipi Unique may, in such severe cases, determine that the ground conditions required to safely deliver tipis have not been met to and it may be warranted that you must provide an alternative venue/location. Tipi Unique will not be liable for any cost contributions/compensation if the decision is on grounds of safety to event/ guests/ equipment overall. Where the conditions warrant significant changes to planned locations/ install dates and times, Tipi Unique accepts no liability for loss or delays.



- k. Tipi Unique also reserves the right, and will accept no liability for, refraining from setting up equipment if the conditions are considered so severe that would place Tipi Unique equipment/staff/guests/suppliers at risk of damage/injury. If there is no suitable alternative sourced by the client, Tipi Unique will not be responsible for any incurred costs/charges nor will it be liable to any event cancellation claims.
- l. For the safety/betterment of the event overall, In extreme conditions, Tipi Unique (and/ or any of its representatives/third party suppliers such as toilet provider/generator companies) may advise suggested relocation of tipis/equipment. You'll be asked to confirm in writing if you wish not to proceed with the recommendations. Any costs incurred (set up, during event itself and post event) as a result of failure to adhere to these recommendations, such as towing, recovery/excessive cleaning etc., will be passed on in full via a Sales Invoice (Extra Goods, Services or Fees) and must be paid in full in line with the stated payment terms.
- m. Where these debts remain unpaid, these may be passed to third party debt collection services and will be subject to all further incurred recovery costs/fees.

## 10. Damage waiver

- a. Standard practice across within the event industry is that the Hiring Customer will be responsible for all accidental loss and damage to the Equipment Hire.
- b. Tipi Unique recommends that the you should take out adequate insurance to cover the risks and potential losses with your event and to cover the full replacement costs of all hired equipment, see section [4. Recommended insurances.](#)
- c. In some circumstances, you may decide not to pursue specialist insurance or your chosen insurance may be deemed unsuitable for the equipment hired/event circumstances it is being used. Therefore Tipi Unique does offer a non-refundable damage waiver fee set at 5% Equipment Hire cost, that you can select to add to your booking.
- d. The damage waiver covers cumulative repair and replacement costs of up to £5,000. Should there be damage or loss to tipis/equipment and third party goods, then the £5,000 will be firstly allocated to cover losses to Tipi Unique. Any remaining balances will be allocated to third party goods. The Hiring Customer will be responsible for paying all costs that exceed £5,000 (less any damage waiver fees already paid) as additional damage waiver charges, raised via a Sales Invoice (Extra Goods, Services or Fees) with payment due no later than 30 days from the date of issue.
- e. Where these debts remain unpaid, these may be passed to third party debt collection service and will be subject to all further incurred recovery costs/fees.



### 10.1. Explanation of how damage waiver works.

- a. The risk of loss, theft, damage or destruction to the equipment shall pass to the Hiring Customer on Delivery Date and specifically after the comprehensive briefing and when Tipi Unique staff members have vacated the site.
- b. The equipment shall remain at the sole risk of the Hiring Customer during the Total Rental Period and until such time as the equipment is collected by Tipi Unique.
- c. If the damage waiver has been applied to the booking, then Tipi Unique will bear the cost of any accidental loss/damage, providing the following criteria has been met:
  - i. You have ensured that electrical items used within/near to the equipment have been safety/PAT tested. Any damage/loss caused to the equipment which fails to meet these standards, will be exempt from damage waiver cover.
  - ii. You have advised Tipi Unique of any proposed 'unusual use' and have taken reasonable measures to mitigate risk and protect equipment from any such usage (for example, but not limited too - applying excessive pressure/banging on tables/heavy tool use within/near or on equipment, and loading/suspension of items from tipis/equipment). Tipi Unique must receive and full risk assessments/method statements to ensure these deviations from 'normal use' have been fully considered and that the control measures, proposed working practices/install structural designs are safe and sufficient to level of risk.
  - iii. Loss/damage must be able to be proven that it is not as a result of wilful neglect, malicious acts or legal liability.
  - iv. Loss/damage must be able to be proven that it is not as a result of the failure (of the Hiring Customer/your guests/your suppliers) to adhere to any special security arrangements that have been agreed.
  - v. Loss/damage must be able to be proven is not as a result of failure (of the Hiring Customer/your guests/your suppliers) to adhere to any wind/weather management advice to ensure the safety of the tipis/equipment hired.
- d. Tipi Unique may choose to perform an independent investigation and where necessary will include specialist advisers, other agencies, the Hiring Customer and any key parties. Liability will be allocated to the respective party after the full inspection has been concluded. This will also determine suitability for cover under the damage waiver policy and where the Hiring Customer is deemed to be at fault they will be responsible for all costs, including the costs of the independent investigation. All charges will be issued via a Sales Invoice (Extra Goods, Services or Fees) and must be paid in full within 30 days of date of issue. Where these debts remain unpaid, these may be passed to third party debt collection service and will be subject to all further incurred recovery costs/fees.



## 11. Total loss

- a. In the event of a total loss of Tipi Unique's equipment, Tipi Unique may choose to conduct an investigation, and where necessary will involve all respective insurance companies. Where the total loss is deemed to be as a result failing to meet the criteria as specified within section [10. Damage waiver](#), then the damage waiver will not be able to be offset against the loss.
- b. Also if the Hiring Customer's insurances do not cover the cost of replacing the equipment to its full replacement value, the Hiring Customer shall be liable to pay to Tipi Unique the difference between the amount recoverable under the insurance and the amount of the loss suffered overall. Where there is no amount recoverable under the Hiring Customer's insurances, the Hiring Customer shall be liable to pay the total replacement cost in full. A Sales Invoice (Extra Goods, Services or Fees) will be issued for payment no later than 30 days from date of issue.
- c. During the Total Rental Period, if there is a total loss to third party equipment sourced by Tipi Unique on behalf of the Hiring Customer, Tipi Unique must be immediately notified. The third party will be advised and the full replacement costs must be paid by the Hiring Customer directly to the third party provider within their timeframes specified. The same is also true if either Tipi Unique and/or the third party provider arrives on the Collection Date and discovers a total loss. Tipi Unique will not under any circumstances be expected to pay towards the cost of the loss.



## 12. Statement of Tipi Unique's commitments

- a. Upon an Order Confirmation with Tipi Unique, we undertake to:
- b. To arrange a site/venue meeting assessment (if deemed appropriate/necessary) with the Hiring Customer, as soon as is reasonably practicable and prior to the Event Date. This assessment will act as basis for agreements regarding installation locations/access routes/agreed delivery dates (including agreements obtained from all parties re proposed plans), as well as establishing any third party equipment needs/key site contacts and other unique details about the event plans.
- c. To ensure that the Hiring Customer has copies of up-to-date Sales Invoices (Balance Due) and other such invoices that might be required. And which contain all of the agreed Equipment Hire details and accurate delivery costings for said Equipment Hire, and/or any charges levied as detailed within these terms and conditions.
- d. With no less than 90 days prior to the Event Date, hold a run-through meeting finalising all relevant details for the event. Immediately after, if required, updated Sales Invoices (Balance Due) and where required produce a Sales Invoices (Amended Balance Due), along with layouts to be raised and agreed in writing.
- e. With no less than 45 days prior to the Event Date, finalise the exact event details.
- f. Immediately after, if required, updated Sales Invoices (Balance Due) and where required produce a Sales Invoices (Amended Balance Due), along with layouts to be raised and agreed in writing.
- g. Throughout the process, but not less than the specified 90 days run-through and 45 days final checks to have provided documentation detailing final arrangements for the event including equipment location, overarching site plans, and internal space layouts.
- h. Enact an accelerated process to firm up event details, where the Event Date is less than 30 days from Effective Date. This will include necessary invoices, plans and other coordination details.
- i. Provide you with a call to confirm when our team are c.45 mins from site/venue in order to confirm meeting time.
- j. Deliver the equipment on the Delivery Date and to proceed to erect/install it for the use on or before the commencement of the rental start period.
- k. Upon arrival, we'll undertake a final pre-commencement assessment with the Hiring Customer including confirmation of final locations, formations, raised canopies for tipis, access, ability to drive on grass, risks, weather forecasts, amended plans and other such details that may warrant discussion.
- l. Upon completion of the installation, we will deliver a comprehensive briefing covering the safety of, and recommended methods of use for all hired equipment. If third party equipment has been sourced by Tipi Unique on behalf of the Hiring Customer, the briefing will include these elements also. This briefing will also serve to sign off final install/furnishings and arrangement with the Hiring Customer as meeting their required standards and expectations and that it is free from defects. A formal signature may be required.





- m. To notify the Hiring Customer immediately of any forecast/encountered delays to agreed Delivery/Collection Dates.
- n. To dismantle and remove the equipment from the site in line with Rental End Period
- o. agreed.
- p. To provide emergency contact support arrangements for the Total Rental Period: Office: **01606 246 125**. \*(Business hours, 7am - 5pm) Karen - **07375 452 485** \*(24/7) and Matthew - **07877 567 133** \*(24/7)



### 13. Statement of the Hiring Customer's commitments

- a. Upon placing a booking with Tipi Unique, the Hiring Customer undertakes to:
- b. Ensure all items listed on the Quotation and subsequent Sales Invoice (Balance Due) are correct and to have notified Tipi Unique if any amendments are required.
- c. Ensure that all invoice addresses, event location address are correct.
- d. Provide Tipi Unique with your full names inc. surnames and current correspondence address. And to confirm all contact/correspondence details at 30 days prior to the Event Date.
- e. Pay non-refundable 25% 'Deposit', as shown on the Quotation to move the enquiry to an official Order Confirmation.
- f. To pay 75% Sales Invoice (Balance Due) and any other invoices at the dates specified within this agreement and noted on respective invoices.,
- g. To pay 100% Grand Total, as shown on Quotation to move the enquiry to an official Order Confirmation if the booking is made with 30 days of the Event Date.
- h. Agree the final arrangements for the event including equipment location, overarching site plans inc. all known suppliers, and internal space layouts, with no less than 45 days prior to Event Date.
- i. Co-operate in an accelerated process in order to reach point of finalised quotes/event plans if the Event Date is less than 30 days from booking date.
- j. Have considered and confirmed (via a site visit ideally before making a booking) with Tipi Unique, **the our access and site conditions have been met** ie that there's:
  - i. Approval to **drive/store vehicles onto the turf area as close as possible to event location**. Where this is not possible, a firm, hard-standing access road adjacent to the site, free from flooding, trees and overhead obstruction suitable for commercial vehicles must be available.
  - ii. Where tipis are being provided, **there is firm and level turf (or some other material not impervious to stakes and able to absorb rainwater)**. And that the **site is large enough** to hold the equipment in the formation previously agreed between the customer and Tipi Unique as described on the site plan. *\*Note, Tipi Unique will advise risks of uneven ground, and will suggest revised locations if available within the site. The Hiring Customer must accept that there may be uneven furnishings/equipment and accepts all liability for loss/injury relating to decisions to install tipis/equipment in said locations.*
  - iii. **Hard-standing installs must be been advised from the outset or at earliest point known.** *\*Note a hard-standing or other ballast system and anchorage kit may need to be added and will be managed through a Sales Invoice (Amended Balance Due) to be paid in full and in accordance with specified terms in 6. Amendments.*
  - iv. Ensure **access to all required utilities such as mains power/generators**, and that these are in situ before Delivery Date of equipment. As well as ensuring a comprehensive event power plan has been provided
  - v. Ensure that there are **toilet facilities for Tipi Unique to use** during the Delivery and Collection Dates, and these are in place at the agreed times.





- vi. To have provided Tipi Unique with **information/maps relating to any special considerations such as relevant underground services** and also to furnish Tipi Unique with information about **all known site conditions which may have the possibility of affecting the erection of the equipment ie rocky/clay or other known sub-surfaces** etc. Tipi Unique 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 by the Hiring Customer or your authorised representatives as to the location of underground services and obstacles. In any event, Tipi Unique shall not be liable for any damage to underground cables or pipes.
- k. The Hiring Customer must also notify Tipi Unique of any **access considerations regarding the road(s) leading the site and the site itself**. Such considerations ,may include but aren't limited to:
  - i. **Heavy goods vehicle or weight restriction** (Our vehicles are no more than 7.5 ton but sub-hired vehicles may be up to 18 ton, please check with us if you are unsure).
  - ii. **Narrow lanes or gates**
  - iii. **Loading zones and parking restrictions**
  - iv. **Parking or other loading/driving restrictions**
  - v. **Sharp bends in access roads or on site**
  - vi. **Low clearance under bridges or other structures**
  - vii. **Overhanging trees and foliage**
  - viii. **Overhead power lines or other cabling**
  - ix. **Arched gates**
  - x. **Soft surfaces**
  - xi. **Security clearances/gate codes**
  - xii. **Site safety restrictions, registrations etc.**
- m. Accept that where inadequate information or an opportunity to access to the site beforehand to assess the risks hasn't been provided, that in some cases owing to the fact that some of furniture is very heavy/difficult to handle our delivery crew deem it unsafe/unsuitable to deliver equipment. Any occurrences whereby equipment has been unable to be delivered as a result of this will not be refunded however the cause.
- n. Co-ordinate site visits so that the Hiring Customer and any/all venue/site representatives, interested parties are present at the initial site/venue meeting assessment to agree installation locations/access routes/agreed delivery dates (including out of hours agreements), as well as establishing any third party equipment needs/key site contacts and other unique details about the event plans.
- o. Be present for the arrival of equipment ie Delivery Date/time and also for the comprehensive briefing meeting at which the equipment will be explained and responsibility for its safe use handed over to yourself or your authorised representative.



- p. Where the Hiring Customer chooses to pass over this responsibility to venue, other representative, then Tipi Unique will accept no liability for any loss/delays resulting from this element being managed by another party. The Hiring Customer is reminded that if handed over to a representative, all risks for safe use/loss and damage of equipment throughout the Total Rental Period remains with them as the Hiring Customer.
- q. Accept that even if the cost of the booking is managed by another party, that the all conditions set out in this agreement relate to the Hiring Customer specifically and no liability can be passed over on this basis.
- r. Accept that the equipment remains the sole property of Tipi Unique and our third party providers during the Total Rental Period and that the Hiring Customer is prohibited from hiring, selling or parting possession from the equipment for the duration of the Total Rental Period.
- s. Accept that relocating any parts/all of the equipment including moving items to other rooms/ locations/structures without prior agreement in writing from Tipi Unique is prohibited.
- t. Agree not to use the equipment for any unlawful purpose.

#### 14. Equipment Hire (inspection, remedy & approval) prior to and during use

- a. In rare cases, there may be unexpected damage to tipis/equipment which is only **noticed or incurred on the Delivery Date**. Tipi Unique will assess the damage with the Hiring Customer, if it is significant or poses a safety concern, a replacement/alternative solution will be offered including timelines for reinstatement/rectification of damage prior to and up to the Event Date.
- b. Tipi Unique will not accept claims for damage/defects after they have left the site.
- c. Prior to the Event Date, where the Hiring Customer deems the damage to be so significant to a specific item hired, the Hiring Customer may choose to accept a refund of 75% of final Equipment Hire costs and damage waiver if selected for your booking along with VAT at the statutory rate. Tipi Unique will not refund delivery costs for the booking and the 25% 'Deposit' paid at Order Confirmation is non-refundable.
- d. Where the alternative is accepted, or where the refund per item is accepted, no compensation/claims from the Hiring Customer will be valid thereafter.
- e. Amounts will be calculated from those shown on final Sales Invoice (Balance Due) and any such other invoices at the time the defect is noted. A Sales Invoice (Credit/Refund) will be provided and payment issued within 30 days of the date of issue.
- f. **During your event**, we'll also make certain to share with you a series of final checks to keep a watchful eye on during the Total Rental Period. Should you spot anything that looks different to how we left it, you must notify Tipi Unique immediately and be able to take a video call to assess the impact of the change.



- g. If the change is so significant that it places the event and people at risk, Tipi Unique will advise of all options, and in extreme cases may require the event to be cancelled/tipis evacuated. Tipi Unique may launch an investigation and our specialist advisers/insurance companies along with the Hiring Customer, and any other specialist agencies as required will all need be involved. Liability and any such claims will not be accepted until such an investigation is concluded in full.

## 15. Co-ordinating schedules for install/dismantle

- a. Tipi Unique requests that you must provide details of all other hire companies who will be wanting to place equipment in/near to the Tipi Unique's equipment in the lead up to the event. It is your responsibility, at the earliest opportunity to liaise with Tipi Unique in order to agree required spaces/head heights and explore any unique considerations for all booked suppliers. From this a programme of delivery/removal and bespoke full event plans (interior and exterior) will be produced detailing safe, accessible and agreed schedules for suppliers setting up/taking down equipment and the best locations within or near to the tipis/equipment hired.
- b. Tipi Unique will not accept any liability for delays/issues arising from change to scheduling as a result of any unforeseen circumstances, issues relating to unforeseen weather forecasts, delays caused by other contractors (inc. equipment booked with our third party providers) where the reasons are beyond Tipi Unique's control.

## 16. Site preparations before the event

- a. If required and advised by Tipi Unique, certain event preparations must be implemented, these are as follows:
- i. **Turf/grassed areas should be cut short (with the grass cuttings collected).**
  - ii. **Overhanging trees/obstacles should be pruned/cleared incl. collection of any such debris** formed during this process.
  - iii. Measures should be taken to ensure any **obvious and significant holes are filled.**
  - iv. **Ground is level/flattened** where the equipment will be installed.
- b. Tipi Unique will have requested details of scheduling for any marquee/ temporary structure, room/space/barn access to coincide with the Delivery Date of Equipment Hire. It is the Hiring Customer's responsibility to ensure that access to temporary structures or other required spaces is as planned. Where there are delays resulting from temporary structures/room access being unavailable, a revisit charge may be applied, which will be managed by Sales Invoice (Extra Goods, Services of Fees) being issued with payment due before Event Date.
- c. If required and advised by Tipi Unique, any agreed power/utility installs ,must be in place to coincide with agreed Delivery Date of event equipment. Tipi Unique can accept no liability for delays caused by failing to co-ordinate such provisions.



- d. Any other recommended measures to aid the event set up prior to Equipment Hire Delivery Date such as install of gate points, security arrangements, hard-standing, or other specific requirements must be managed by the Hiring Customer and the cost of such measures must be borne by the Hiring Customer and/or venue/site owners.
- e. If any extra work/revisits to complete the installation is required which is as a direct result of failure to have the necessary provisions in place before the Delivery Date, this may be subject to additional costs that will be raised by Tipi Unique as a Sales Invoice (Extra Goods, Services or Fees) which must be paid in full before Tipi Unique can provide the Equipment Hire.
- f. Where these debts remain unpaid, these may be passed to third party debt collection services and will be subject to all further incurred recovery costs/fees.
- g. Tipi Unique will not be liable for any costs incurred or difference in overall event experience caused for failure to adhere to the specific recommend site preparation conditions.

## 17. Things you should consider

### 17.1. Quotations

- a. Damage waiver, installation/dismantle and delivery costs and VAT are not included in our basic hire prices advertised on the website or in brochures.
- b. Prices shown on Quotations are valid for 30 days. After this period if you have not paid your 'Deposit', your order may be subject to price increases.
- c. Item costs at Order Confirmation will be fixed until your Event Date. Should amendments to your Sales Invoice (Balance Due) occur, then items added will be charged at Tipi Unique's current specified rates. For the avoidance of doubt, if an item is removed (and then later re-added), it will be subject to the price rate at the time of the amendment (please also refer to section [6. Amendments](#)), and no earlier costs can be applied.
- d. Please note that additional costs may be incurred after the Order Confirmation, for example but not limited to the provision specialist lifting/plant or other equipment, legal advice, insurances and any other professional services or other costs be required for the delivery of your event. All costs will be passed on to Hiring Customer via a Sales Invoice (Amended Balance Due) of which the payment must be made in full and in accordance with terms as specified on the invoice and in section [6. Amendments](#)

### 17.2. Reservation period

- a. After picking your chosen date, meeting us and feeling sure you that you'd like to hire from us, securing your date couldn't be easier! Let us know in writing, and we'll start our reservation process:
- b. When you're ready, let us know, you'll then be on hold for 4 weeks, during which you're able to move your enquiry to an Order Confirmation via the payment in full of 25% 'Deposit'.
- c. Our tipis/furnishings get a whole lotta love, so we do have to release the date/tipis once the specified reservation period is up.



### 17.3. Delivery radius and costs

- a. Based in Winsford, Cheshire we're ideally situated to deliver events across the North West. Providing a first class, responsive, and timely service is key for us. During May – Sep, we work to an 80-mile/2-hour radius of our base (CW7 2RB). Oct – April, the cap is raised and we'd happily chat about delivering events further afield.
- b. Transparency matters and so do accurate and exact delivery costings. As early as you can, send over the final event postcode, and we'll update Quotation or Sales Invoice (Balance Due) with exact distances from our base to yours and associated costs.
- c. We calculate costs with a simple formula of £1 per mile for total number of trips, per vehicle to your event location and back to base.
- d. Goods are planned for specific vehicles within the fleet (based on weight/space/loading considerations). Delivery costs will only vary if the equipment ordered changes or the final event location changes. You'll be advised an adjusted Sales Invoice (Balance Due) sent for approval.
- e. Any concessions on delivery must be agreed in writing by Tipi Unique and may be subject to specific requirements
- f. Our insurance and day-to-day event logistics prohibits vehicles being left at event sites, as such this is not an option for reducing delivery costs.

### 17.4. Collecting equipment from our warehouse

- a. We know that it might seem more convenient and save on costs to collect your equipment from us. Our equipment can be large, bulky and requires specific know-how to handle/assemble and transport the equipment. For your own safety and to minimise risk to the equipment, unfortunately, we're unable to accommodate collections from our warehouse.

### 17.5. Site visits and associated costs

- a. Site visits offer useful planning insights for your event. We'll always let you know if we think it's useful to pop out. It's not always necessary mind, as we'll often be clued up with your event location details from prior events or the Equipment Hire is straight forward (we'll check this with you don't worry)!
- b. Our no obligation site visits to locations within 80 miles/2 hour radius *\*(using AA route planner)* from our base are free of charge.
- c. For those further afield, there'll be fixed cost of £50 which will be refunded upon your enquiry becoming an Order Confirmation via the payment in full of the 'Deposit'. A Sales Invoice (Credit/Refund) will be issued after the 14 days from the Effective Date have passed. Payments will be made within and up to 30 days of the date of the invoice.



### 17.6. Specified access times for equipment such as accommodation tipis

- a. In order to prepare the tipi accommodation suites, there may be advised check in/check out times. These will be reaffirmed to you upon Order Confirmation. For a 3-day Total Rental Period, the times are as follows:
  - i. Check in: From 3pm
  - ii. Check out: 10am
- b. It is the Hiring Customer's responsibility to share these times with guests booking accommodation for their event.

### 17.7. Outside of business hours installations/dismantle

- a. We're a flexible bunch when it comes to tipi/furnishings installs that fall outside of business hours. Herein business hours means **Monday - Friday, 7am - 5pm**
- b. With early notice and proper planning, we're usually able to accommodate such requests.
- c. It is the Hiring Customer's responsibility to:
  - i. Identify and continually check if there are any requirements for the Delivery Date and/or Collection Date of the Equipment Hire that fall outside of our business hours.
  - ii. Where identified, to notify Tipi Unique at the earliest opportunity
  - iii. The Hiring Customer must confirm the exact Delivery Date/Collection Date with no less than 90 days prior to the Event Date. And must also specify any exact access times/other restrictions we must be made aware of relating to delivery and collection commencement.
  - iv. Confirm the point at which the Delivery Date/Collection Date are agreed and will henceforth not be subject to change regardless of any last-minute bookings at said venue/or as a result of other suppliers/schedules involved in the event.
- d. Tipi Unique will commit to:
  - i. Advising of any impact/consequence as a request to fulfil the install/dismantle outside of any business hours.
  - ii. Being as flexible as we can with start times for any out of hours builds to meet all parties' needs.
  - iii. Where required, we'll co-ordinate other third party services to align with any known outside of business hours arrangements.
- e. Tipi Unique must highlight that it will endeavour to accommodate all outside of business hours requests but cannot guarantee that the access times are always going to be feasible. As such we will ensure all options are discussed and agreed in writing at the earliest opportunity. No liability will be accepted for any such delays or other impacts caused by out of hours working restrictions.
- f. Should Tipi Unique be met with outside of business hours working with less than 90 days prior to Event Date notice, it will review feasibility of delivery against this requirement. Should the outside of business hours request be deemed unachievable, and there is no alternative option regarding installation/dismantle, Tipi Unique retains the right to terminate this agreement. In doing so, Tipi Unique will retain 25% non-refundable 'Deposit'.



- g. If the termination occurs less than 90 days prior to the Event Date and up to 31 days to the Event Date, Tipi Unique will also raise a Sales Invoice (Extra Goods, Services or Fees) for a further 50% of Equipment Hire inc. VAT at the statutory rate to compensate for Tipi Unique's loss.
- h. If the termination occurs less than 30 days prior to the Event Date, Tipi Unique will also raise a Sales Invoice (Extra Goods, Services or Fees) for a further 100% of Equipment Hire inc. VAT at the statutory rate to compensate for Tipi Unique's loss.
- i. There are also associated costs for all outside of business hours working, these are as follows:
- j. 10% of the Equipment Hire Total, per occurrence of outside of business hours, will be charged and will be subject to VAT. A Sales Invoice (Amended Balance Due) or a Sales Invoice (Extra Goods, Services or Fees) depending on when notified and payment must be in full and in accordance with the payment terms specified.
- k. All costs incurred relating to outside of business hours delivery/collection from our third parties ie loos, generators, showers etc, will be managed via Sales Invoice (Amended Balance Due) or a Sales Invoice (Extra Goods, Services or Fees) depending on when notified and payment must be in full and in accordance with the payment terms specified
- i. Any costs, fees or expenses in relation to out of hours delivery/collection/installation/dismantling must be paid within 30 days of the date of the invoice and in any event in before the Delivery Date and in advance of the relevant service being carried out.

### **17.8. Equipment Hire from other event companies**

- a. Tipi Unique has a good stock of key items, however there may be circumstances where the Hiring Customer requests equipment that Tipi Unique does not have available but can source on the Hiring Customer's behalf.
- b. Tipi Unique will advise if this is the case. Tipi Unique reserves the right to vary the cost of these items (from prices listed on our website/marketing materials, and where known on the event companies website) to cover the collection, cleaning, delivery of goods back to said event company. All such prices will be shown on any Quotations, Sales Invoice (Balance Due) or other such invoices at the time items are added to the order and may be subject to any amendment fees see section [6. Amendments](#)



### 17.9. Event licensing and consent

- a. We know a thing or two about running outdoor events, and with that comes the need to have kept those important folk in the local area up-to-date with your event plans. It is the Hiring Customer's responsibility to obtain/adhere to the following:
  - i. Such **permits and consents from the relevant authorities** (including the local planning authority, district surveyor, police, fire brigade and any similar organisations) as are necessary for the equipment to be installed at the site.
  - ii. Where any specifics relating to our provision have been detailed, you must provide these to Tipi Unique at least 30 days prior to the Delivery Date.
- b. We will not be liable for any losses incurred due to the failure to obtain the necessary licences or any other consent which may be required in order for the event to take place and if the event is cancelled as a result then provisions of section [5. Cancellations](#) shall apply.

### 17.10. Condition, colour and cleaning of goods

- a. We take special care of all of our event equipment and quality standards matter to us. With that in mind, we want you to know that, unless otherwise stated, our goods are supplied as continual hire items and are classed as 'used' and as such may display signs of reasonable wear and tear.
- b. It is the Hiring Customer's responsibility to shout, if this causes any concerns for your individual event and to sign off the condition of goods beforehand.
- c. Items are available to view at showcase events and at the warehouse upon request. If you are unable to view the items on your order in person please be aware that the colour and condition may differ from the images on the website.
- d. It is the Hiring Customer's responsibility to check and inform us of any specific requirements regarding colour, condition and suitability for your project.
- e. Exceptional quality is what matters to us, it's all in the details! Equipment may have to be delivered over fields/other outdoor environments and in vehicles that have been used in such conditions. We genuinely care about this, and as such our install team carry full cleaning kits and may on occasion clean products in situ prior to handing over the items. We cannot accept any liability for delays caused as a result of this approach. It is the Hiring Customer's responsibility to let us know if, for any reason this is not accepted/feasible and we'll ensure alternative methods are agreed beforehand.
- f. Likewise, if you beat us to an item that needs a spruce up, let us know and we'll happily take care of it for you and ensure your event is free to sparkle! Should you choose to do this yourselves, Tipi Unique will not be liable for any loss/delays or claims relating to the cleanliness of equipment delivered.





- g. Tipi Unique will use its best endeavours to supply the Hiring Customer with the equipment ordered but where this is not possible, Tipi Unique will agree with the Hiring Customer as soon as possible, in writing, of any alterations to the design and specifications of the equipment. In all cases, where the Hiring Customer deems the alteration to be so significant to a specific item hired, the Hiring Customer may choose to accept a refund of 75% of final Equipment Hire costs and damage waiver if selected for your booking along with VAT at the statutory rate. Tipi Unique will not refund delivery costs for the booking and the 25% 'Deposit' paid at Order Confirmation is non-refundable.

### 17.11. Hire period inc. reduced/extended use

- a. The Total Rental Period is 3 days, typically 1 day either dose of your Event Date. Tipi Unique is entitled to collect the Equipment Hire at any point after which the 3 days has passed.
- b. If the Hiring Customer wants to extend the Equipment Hire over and above the Total Rental Period (specifically important when considering any pre and/or post celebrations or when wanting to allow more time for styling the equipment), please notify Tipi Unique at the earliest opportunity. Tipi Unique will check out if its feasible for the desired period required. Subject to availability, the total Equipment Hire cost plus damage waiver if selected on your booking, will be divided by 33% ie cost per day and depending on the date notified and value, a Sales Invoice (Amended Balance Due) inc VAT at the statutory rate will be issued for payment in full in accordance with section [6. Amendments](#) or an updated Sales Invoice (Balance Due) inc VAT at the statutory rate will need to be approved in writing.
- c. With 30 days or less to Event Date, if you wish to extend the hire period, this must be confirmed in writing, Subject to availability, a Sales Invoice (Extra Goods, Services or Fees) inc. VAT at the statutory rate will be issued for payment before the Delivery Date.
- d. If the Hiring Customer wishes to extend the hire period and the Rental Start period has commenced, this must be confirmed in writing, Where available, a Sales Invoice (Extra Goods, Services or Fees) will be issued for payment before Rental End Period.
- e. Where unavailable/impractical an extended hire period at such short notice may be refused. If so, Tipi Unique will accept no liability/costs and will be entitled to return to collect equipment at the specified Rental End Period.
- f. There will be no reduction in costs for Total Rental Periods which are less than 3 days.



### 17.12. Venue commissions

- a. One thing that's always worth a check with your venue, is finding out if there are any supplier commissions in place. Usually, we'll have given you the heads up if it's a venue that we know operates in this way. And as such, it's likely only to be a venue we've not worked with.
- b. Ask this upfront and check the rate/conditions. It is the Hiring Customer's responsibility to let us know if such a system is in operation and the confirmed rate/approach required from contracting with this venue.
- c. If it is expected that Tipi Unique will make the payment directly to the requesting party, please note as our pricing is transparent and competitive, unfortunately, we're unable to absorb such costs and the commission inc VAT will be added to the Hiring Customer's Sales Invoice (Balance Due), and payment must be made in accordance with payment terms as set out in section [1. Payment terms.](#)
- d. Where commission costs have not been agreed upfront, any costs levied, at any time by the Hiring Customer's venue including after the Event Date itself, will be passed directly over to the Hiring Customer to manage full payment of these, with the venue notified and no further involvement or liability to Tipi Unique.

### 17.13. Unable to use equipment during event

- a. Whilst Tipi Unique will always do its best to ensure that you enjoy full use of the equipment, Tipi Unique cannot be held responsible for the Hiring Customer not being able to use all/any of the equipment due to circumstances such as change in event requirements, fewer guests, bad weather or other such unforeseen circumstances. No discount/refund will be offered.

### 17.14. Complex installations/dismantle/rearrangement of equipment

- a. We'll always go the extra mile with our approach to Equipment Hire and our team will do what we can to help make the process smooth and efficient. In the event, if there's an unusual or complex installation, we'll check it out with you thoroughly beforehand.
- b. We will commit to identifying the extent of the install requirements. This will include reviewing the risks and associated time taken to safely undertake the install. Consideration will be given to for example, but not limited to, hard-floor installs, first floor installs, restrictive schedules, excessive distances from event locations etc.
- c. Should Tipi Unique have to undertake complex installations/dismantle of equipment and/or have to rework existing installations and/or rearrange considerable equipment on the Hiring Customer's behalf, such scenarios may be subject to 10% of the Equipment Hire total, per occurrence. A Sales Invoice (Amended Balance Due) or a Sales Invoice (Extra Goods, Services or Fees) inc VAT at the statutory costs, will be issued and depending on when notified, payment must be in full and in accordance with the payment terms specified.



## 18. Safe management/operation of the Equipment Hire

### 18.1. Permitted users and general expectations

- a. No smoking inside the tipis.
- b. Free-range children are encouraged to enjoy all of the equipment but must be supervised at all times
- c. Animals are permitted inside the tipis/near to furnishings, but must be supervised, on leads and kept off equipment.
- d. If damage waiver is held, any costs for repair, replacement, cleaning will be assessed in line with damage waiver criteria, see section [10. Damage waiver.](#)

### 18.2. Health and safety (fires, candles, electrical equipment, hanging installations etc)

- a. Any fire-pit/bowl, barbecue or other open flame must be situated at least 10m away from Tipi Unique equipment at all times.
- b. It is advised that if you are providing items with open flames that you provide your own safety measures as deemed appropriate to the risk.
- c. Safety advice and equipment provided by Tipi Unique relating to items such as fire-pits, bio-ethanol fires, fire bowls, heaters etc, must be adhered to at all times. You take full responsibility for the actions of third parties at all times during the Total Rental Period including those that cause safety issues or fire risks and as such will bear the consequences/costs that result from any non-adherence to safety guidance.
- d. You must seek prior consent and written approval from Tipi Unique for all electrical/gas/heating appliances that you intend to use within/near to Tipi Unique's equipment including full risk assessments of how these items will be controlled.
- e. Tipi Unique may refuse use of such items within/near to the equipment if there's deemed to be inadequate safety provisions/risk assessments in place. Note we reserve the right to remove items prior to, during and/or after the event if the items present a safety risk. There will be no liability/refunds or costs refunded to customers if the decision has been based on overall event/equipment safeguarding.
- f. It is advised that safety certification/risk assessment and safe working methods for all hired in equipment from all third parties other than Tipi Unique be sought prior to the event. During our planning meeting, it is your responsibility to make Tipi Unique aware of all items being installed within/near to tipis in order that a full risk assessment of the event can be conducted by Tipi Unique.
- g. You must not to tamper with any part of the equipment and must not affix or suspend from the equipment any item whatsoever without Tipi Unique's prior written consent. Tipi Unique will advise the level of risk assessments/method statements required for each proposed installation/suspended items and where necessary, these pre-checks/documentation will require written approval from Tipi Unique before any works can commence.



- h. You must not interfere, tamper with or move any Tipi Unique and or third party equipment that we've provided, including attempting to refuel/relocate any generators, showers etc. without proper direction and adherence to required safety instructions provided by Tipi Unique or the third party equipment supplier directly. Where required, Tipi Unique and/or our third party suppliers may require you sign a disclaimer if such a change/alteration is to be undertaken.
- i. It is advised that, the equipment be left where situated as far as is reasonably practicable. Should you wish to move items, you are responsible for the safe handling of all equipment at all times. Two people are required to carry tables, sofas and other heavy/bulky items. Tables should not be dragged across surfaces. Full weights and recommended safe handling can be provided and training given. It is the Hiring Customer's responsibility to assess the risk and make safe, informed decisions when moving equipment. Tipi Unique can accept no liability for loss, injury and/or damage through failing to seek and/or adhere to all available advice/training regarding safe manual handling.
- j. Tipi Unique will install the equipment to the best/safest locations within the site/venue. Tipi Unique cannot be held liable if the recommended location differs from any agreed plans. Despite best efforts, there is a risk that equipment may be on uneven grounds. Care should be taken by all parties, risks carefully assessed and appropriate measures implemented when working in areas of uneven ground. Tipi Unique will assist with this where reasonably practicable to ensure the equipment is as safe as possible for event use. Tipi Unique recommends that the Hiring Customer also provides packers/safety tape, to further level/stabilise equipment if desired.
- k. In the event that the tables/other equipment are moved from agreed best/safest locations left, Tipi Unique cannot accept liability for any loss or injury. In some cases, guests who may be elderly, heavily pregnant or suffer mobility issues may need to be relocated if it is deemed that the ground and their proposed seat is too uneven. Tipi Unique will ask you to consider this and make alterations where necessary. Tipi Unique cannot be held responsible/liable for any loss, accidents caused through furniture placement on uneven grounds.
- l. Having assessed the final positions of furnishings, if the Hiring Customer warrants that a substantial re-arrangement of equipment be conducted ie a complete reset of all tables, equipment etc., then Tipi Unique reserves the right for this to be charged (see section [17.14 complex installs/rearrangements](#)).
- m. All candles must be used within tea light holders/other enclosed vessels. Those that do not meet this criteria must not be used/lit. Tipi Unique will not be liable for any loss/damage caused through non-adherence of this requirements. Candles used within the tipis must be kept well clear of the canvas sides and specifically of note in low, sloped areas/side walls.
- n. Cleaning, repair and replacement costs arising from candle misuse, will be exempt from damage waiver. Where deemed necessary, removal of candle wax and any other damage caused will be charged. Price will include 'at cost' labour rates and materials required to make good the damage and managed via a Sales Invoice (Extra Goods, Services or Fees) inc. VAT will be issued and must be paid in full not later than 30 days from date of issue.



- o. In some cases, where the extent of the damage warrants so, full replacement cost will be charged including any labour rates to manufacture new items. A Sales Invoice (Extra Goods, Services or Fees) inc. VAT will be issued and must be paid in full not later than 30 days from date of issue.
- p. Where these debts remain unpaid, these may be passed to third party debt collection services and will be subject to all further incurred recovery costs/fees.

### **18.3. Accidents/loss**

- a. Where equipment has not been installed/provided by Tipi Unique, we will accept no liability for any issues/injury caused.
- b. We'll make certain to share with the Hiring Customer, all safe procedures for use. We'll also make certain that you understand the 'normal' function of all of the equipment provided by Tipi Unique.
- c. The Hiring Customer shall give immediate written notice to Tipi Unique in the event of any loss or damage to the Equipment Hire as provided by Tipi Unique's encountered during the Total Rental Period. Likewise all accidents resulting from Tipi Unique provisions should be notified in writing to Tipi Unique.
- d. Where an accident has occurred relating to the use of Tipi Unique equipment, a full investigation may be launched, with specialist advisers/all relevant parties involved to determine cause and any liabilities. We will not accept liability if it is proven that equipment installed by Tipi Unique has/had been tampered with, adjusted or was as a direct result of failing to adhere to specific safety instructions or 'normal' function of the equipment.
- e. Tipi Unique reserves the rights to claim any additional costs, expenses, charges or other sums which may be payable by us as a result, which will be raised via a Sales Invoice (Extra Goods, Services or Fees) inc. VAT and any payments shall be made with 30 days of the date of an invoice.



#### **18.4. Expectations about the safe management of the equipment/tipis**

- a. Tipi Unique expects that the Hiring Customer will take 'reasonable' care to secure and look after the equipment and must ensure that the following conditions relating to safeguarding the equipment are observed:
- b. The Hiring Customer remains responsible for the safety and security of the equipment/tipi from the Delivery Date to the Rental End Period. In the event of a delay in collection, the Hiring Customer is reminded you are responsible for the safekeeping of the hire goods and for the extension of agreed security measures. Tipi Unique cannot be held financially responsible for any expense incurred by the Hiring Customer and or the site/venue with regards to hire items use or storage.
- c. The Hiring Customer agrees not to enter the site whilst tipis/equipment are being installed, unless otherwise agreed as safe to do so by a Tipi Unique representative.
- d. The Hiring Customer shall use the equipment only as per the safe instruction of use explanation at the briefing meeting and is responsible for ensuring that all guests/attendees adhere to the safety instructions provided. It is important to note, that where another representative or venue owner etc, has led the safety briefing, that the Hiring Customer still retains overall responsibility for the safe use of the equipment. It is advised that the Hiring Customer is involved in the safety briefing. Where this is not possible they must familiarise themselves with the information shared and pass this over to all guests to adhere to during the Total Rental Period. In the event of loss, damage to equipment, Tipi Unique will hold the Hiring Customer responsible regardless of if another has managed the safety briefing on their behalf.
- e. The Hiring Customer will take all reasonable steps to make sure that the equipment is not at any time altered or interfered with.
- f. Patio heaters/bamboo torches or other similar items with a naked flame must not be used inside the tipis. All such items must be at least 10m away from tipis/hired equipment.
- g. When using a Tipi Unique fire, this should be operated only as advised by Tipi Unique and in conjunction with the necessary safety equipment such as fire guard and carbon monoxide testers, fire extinguishers etc.
- h. For equipment that has been leased from other providers and that will be used within/near Tipi Unique's equipment, it is recommend that operating procedures/safe use instructions are provided directly from the hire company and considered in conjunction with the terms and conditions set out within this document.
- i. The Hiring Customer must not use permanent fixing such as staples, nails, glue, tacs, drawing pins, safety pins when hanging decorations or affixing any item to the equipment. ONLY removable items that leave no visible marks/damage can be used i.e. twine, cable ties etc.
- j. The Hiring Customer must not suspend any decoration or other item directly above an open fire-pit or fire bowl.
- k. The Hiring Customer must prevent any equipment with corners/edges being placed on near to canvas (allowing sufficient room to compensate for movement in wind) to avoid rips/tears/snags appearing in the canvas during the Total Rental Period



- l. Most of our equipment will be fine outside for a short period (ie event duration and a day or so either side). In the event of wet/windy weather forecast/experienced, it's the Hiring Customer's responsibility to move electrical items and soft furnishings or other items likely to be damaged into a safe dry indoor area. Tipi Unique reserves the right to raise a Sales Invoice (Extra Goods, Services or Fees) inc. VAT for damage to equipment that has been severely damaged through failure to safely manage equipment/tipis or through failure to adhere to advice during wet/windy conditions. If so, this must be paid in full within 30 days of date of invoice being issued. Where these debts remain unpaid, these may be passed to third party debt collection services and will be subject to all further incurred recovery costs/fees.

### 18.5. Security

- a. Our insurance requires 'reasonable care' has been taken to safeguard the Equipment Hire.
- b. It is recommended that official event security be considered/booked. Tipi Unique can manage this and will provide any Quotations, Sales Invoices (Balance Due) and Sales Invoices (Amended Balance Due) for payment in line with respective terms and payment dates based upon when issued and value of this change to the order.
- c. The Hiring Customer must ensure that all doors/zipped entries to tipis should be closed and secured when you leave the event location
- d. The Hiring Customer must ensure that all doors and gates to site/venue should be closed and secured when you leave the event location
- e. The Hiring Customer must ensure that all other advised security measures such as padlocked gates, patrolled security, CCTV should be in place from the equipment Delivery Date to the Rental End Period
- f. The Hiring Customer must provide an increased presence around the tipis/furnishings location must be implemented from the equipment Delivery Date to the Rental End Period.
- g. The Hiring Customer must advise Tipi Unique of all planned security measures in advance and ensure any hired security firm details are provided to Tipi Unique.
- h. The Hiring Customer must ensure that where possible, all items that easily removable items such as furnishings, lighting fixtures that are outside should be moved inside lockable buildings after the event has concluded.
- i. It is the Hiring Customer's responsibility to ensure during the planning and after the event itself that Tipi Unique has been made aware of the final whereabouts all of the hired equipment.
- j. Any loss/damage to equipment through failure to adhere to recommended security measures may be investigated and may result in costs/charges for repair/replacement. Such charges will be raised via Sales Invoice (Extra Goods, Services or Fees) inc. VAT and must be paid in full within 30 days of date invoice being issued.
- k. Where these debts remain unpaid, these may be passed to third party debt collection services and will be subject to all further incurred recovery costs/fees.



## **18.6. Rubbish removal, cleaning and excessive soiling**

- a. The Hiring Customer must clear Tipi Unique's equipment of items including your own belongings, debris, rubbish, broken glass, supplier's waste/belongings, and any form wet spillages/excessive soiling, prior to Rental End Period date.
- b. The Hiring Customer must leave the equipment in the original and clean condition as accepted prior to use inc. the removal of, and disposal of floral additions to decorative items/tipi poles.
- c. If Tipi Unique has provided equipment such as litter bins, the rubbish within remains The Hiring Customer's responsibility to dispose of. Any excess waste that has to be returned to Tipi Unique's premises will be subject to full waste disposal costs. All such charges are exempt from damage waiver policy if held. Waste removal costs will be raised via a Sales Invoice (Extra Goods, Services or Fees) inc. VAT and must be paid in full within 30 days of date of invoice raised.
- d. Excessive soiling from event use (for example, but not limited to champagne sprays, food splatters/smears) will be exempt from damage waiver policy if held. Cleaning costs will be raised via a Sales Invoice (Extra Goods, Services or Fees) inc. VAT and must be paid in full within 30 days of date of invoice raised.
- e. Where these debts remain unpaid, these may be passed to third party debt collection services and will be subject to all further incurred recovery costs/fees.

## **19. Data protection, copyright and confidentiality**

### **19.1. Confidentiality, non-disclosure agreements, pricing sensitivities**

- a. Tipi Unique undertakes not to disclose to any person any confidential information concerning the business, affairs, customers, clients, suppliers, security arrangements etc., with the exception of the disclosure of key information to some/all of its representatives, advisers or contractors who need to know such information for the purposes of carrying out the obligations under this agreement only.
- b. Tipi Unique passes all liability for breach of confidentiality/non-disclosure to its staff/representatives and any claims must be taken up independently with said individuals.
- c. Where the Hiring Customer requires Tipi Unique to agree to their own specific confidentiality, non-disclosure agreements or other ways of working such as management of pricing/commissions/social media and website use etc., this must be made clear and in writing to Tipi Unique at the outset of enquiring with us. Tipi Unique will review, comment upon and agree to such requests in writing to formalise the arrangement.
- d. Where the Hiring Customer requires Tipi Unique to develop such protocols on behalf of the Hiring Customer, in the first instance standard documentation will be provided for review, comment and approval. Should the Hiring Customer require a more comprehensive documentation, it is the Hiring Customer's responsibility to appoint specialist advisers and to manage such process.





- e. Tipi Unique must be given the opportunity to comment on clauses and have these reviewed by the appointed specialists. Full costs (regardless of iterations/time taken) for the development of such document and any Tipi Unique incurred costs/time required to reach an agreed contract must be borne by the customer. Tipi Unique can provide where necessary fee summaries to inform the cost schedules and total costs likely to be incurred in the development of bespoke documentation/agreements. A Sales Invoice (Extra Goods, Services or Fees) inc. VAT will be raised for payment no later than 30 days from issue.

### 19.2. How Tipi Unique may use personal information

- a. Tipi Unique may use the Hiring Customer's information in order to fulfil your event requirements and booking with us. It is likely that Tipi Unique may:
  - b. Provide installation team/delivery drivers/other event related contractors with the Hiring Customer's contact and address details so they can contact you regarding delivery and collection logistics/event plans.
  - c. Inform the Hiring Customer about products and services that Tipi Unique provide. The Hiring Customer may opt out of receiving this information at any time by writing to Tipi Unique. The Hiring Customer can easily unsubscribe to any marketing emails also.
  - d. Tipi Unique will not give the Hiring Customer's personal data to any third party (unless otherwise agreed)

### 19.3. Photography/videography/logos, brand assets and testimonials use

- a. Tipi Unique operates an opt-out approach whereby unless otherwise notified in writing, Tipi Unique may undertake any/all, and other such actions as deemed appropriate including the following:
  - ii. Request and use original copies of your event photography/videography on our social media pages, website and other marketing (inc. printed) content. Tipi Unique will only ever do this after the event has taken place and all tipis/equipment have been collected from site.
  - iii. Use its own imagery taken at events, unless otherwise notified in writing. As above, these may be used on our social media pages, website and other marketing (inc. printed) content. These will only ever be used after the event has taken place and all tipis/equipment have been collected from site.
  - iv. Share and comment on social posts/blogs/magazine features by any known event attendee or other suppliers as soon as they are published
  - v. Tag the Hiring Customer and all known event suppliers and key individuals who attended the event unless otherwise notified.
  - vi. Source and use relevant logos/brand assets across our social media/website and other marketing platforms (from the Hiring Customer and any other third parties/key individuals and/or businesses involved in the event)
  - vii. Reproduce any testimonials (verbal and/or written) across our website, social media channels, marketing materials and in any independent publications.



- viii. Independently, or in collaboration with key event suppliers, submit your event photography and videography to independent publications for approval as features in/on their blogs and magazines. In doing so, if approved for feature, Tipi Unique will share the good news and the Hiring Customer may be asked to complete a short questionnaire, within a specified time period to accompany the imagery used.
- b. Should you prefer a little less attention, or have specific images/video footage that must not be used (perhaps those including children, sensitive or confidential information etc, drop us a line and we'll ensure these details are kept private). Likewise, if you'd rather the we didn't adopt any of the above methods for your event, let us know in writing and we'll make certain this is respected.

## 19.4. Copyright

- a. All images, video footage and wording on our website and all social media page and other marketing materials are copyrighted to Tipi Unique and may not be used by anyone other than us without prior permission.
- b. Tipi Unique will apply a discrete watermark and/or other idents to all images/videos used on our social media pages, website and other marketing (inc. printed content) to denote that the tipi/equipment shown belongs to Tipi Unique and that we have contributed to this event.
- c. It is the Hiring Customer's responsibility to clearly explain the above point/gain agreement from any event photographer/videographer/other individuals at the earliest possibility regarding our approach to this and treatment of content.

## 20. Discounts, endorsements, sponsorship, charity events

### 20.1. Discounts

- a. Discounts cannot be used in conjunction with any other offer
- b. Hired in goods will be exempt from any discounts offered
- c. Discounts must be redeemed within timeframe and specified
- d. Discounts are capped at a max. discount at time of booking.
- e. Should amendments to orders with discounts applied be received, the discount for tipis/structure or other specified equipment offer, may be removed and may also be subject to section were.

### 20.2. Sponsorship

- a. Tipi Unique's approach to the management of sponsored events is to be discussed with the Hiring Customer on event-by-event basis. Details of any sponsorship arrangements will be agreed and formalised within partnership agreements that must be signed by both parties involved. Sponsorship arrangements can only be agreed by the directors of Tipi Unique and will not exceed 30% max. discount of total event costs. Items hired in ie toilets, generators, showers, specialist equipment, will be exempt from sponsorship discounts.



### **20.3. Commission requests/referrals from third parties**

- a. Tipi Unique operates the following approach to third party endorsements/commissions/referrals and partnership agreements. Firstly, this will only apply if Tipi Unique is contracting with the Hiring Customer who is acting on behalf of a.n. other event host. If the booking is closed with the involvement of the Hiring Customer, we offer a tiered discount up to max. 15% (Tipi Unique Equipment Hire only), so 2-5 events with us, it's 5% (Tipi Unique Equipment Hire discount), 6-10 events its 10% (Tipi Unique Equipment Hire discount) and for 11 events plus its 15% discount (Tipi Unique Equipment Hire discount).
- b. Quotations and Sales Invoice (Balance Due) will clearly show Tipi Unique's discount offered.
- c. Should customers wish to add mark ups to our costings as part of an overall proposal to an event host, this is at the Hiring Customer's discretion. Please note, we're passionate about transparency and working fairly and as such our prices are on the website and ,may be identified as being different by the event host. Any such conversations will be referred back to the Hiring Customer directly to manage with the event host.
- d. Please note, where the event host is in direct contact with ourselves either prior to or during the event, outside of any endorsement/introduction, this tiered discount may not apply.

### **20.4. Charity events**

- a. Tipi Unique supports its own charities and other philanthropic interests throughout the year and regrettably as such cannot offer discounts to charities.

## **21. Liabilities/variations**

### **21.1. Maximum liability**

- a. Tipi Unique's 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 Grand Total amount.

### **21.2. Variation of these terms and conditions**

- a. No variation of these terms and conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

### **21.3. Signature of this agreement**

- a. As the Hiring Customer, I hereby agree to these terms and conditions.

