

GARDEN WEDDINGS YORKSHIRE LTD

Terms & Conditions

Please read them carefully as they set out our respective rights and obligations of your wedding booking.
The Client making the booking must be a UK or Irish resident and at least 18 years of age.

Definitions:

'Client' is the party hiring the Equipment from the Company.

'Company' is Garden Weddings Yorkshire Ltd. whose registered company number is 10870959.

'Equipment' is the tent(s) and other equipment (including but not limited to electrical equipment and fireplaces) specified on the referenced Quotation.

'Event Date' shall be for the period as set out in the Quotation.

'Period of Hire' is the period between the delivery of the Equipment to the Site until the Equipment has been removed from the Site by the Company or its representatives.

'Quotation' is the document which the Company has provided to the Client specifying the Equipment to be provided on the Event Date.

'Site' shall be the location chosen by the Client for delivery and erection and/or storage of the Equipment.

1. Conditions

Unless stated otherwise in writing, all orders are accepted subject to the Terms and Conditions of hiring stated below and the Client, by making or authorising payment or allowing or authorising work to proceed, is deemed to have acknowledged this. These terms and conditions supersede any Client supplemental or conflicting terms and conditions to which notice of objection is hereby given.

2. The Company Undertakes:

- a) To deliver the Equipment and proceed to erect it on the date agreed in writing between the parties, or the Client's representatives. The Company reserves the right, without prejudice, to alter the date of set-up if weather or Site conditions would, in the Company's estimation, put the Equipment or employees of the Company or of its suppliers at risk of injury and/or damage and/or loss.
- b) To dismantle and remove the Equipment from the Site on the date agreed in writing between the parties, or the Client's representatives. The Company reserves the right, without prejudice, to alter the date of dismantle if weather or Site conditions would, in the Company's estimation, put the Equipment or employees of the Company or of its suppliers at risk of injury and/or damage and/or loss.

3. The Client Undertakes:

- a) To pay the deposit within 7 days of issue and pay the balance no later than 4 weeks prior to the Event Date. The Company reserves the right not to provide the Equipment should payment not be received by then.
- b) To check the documents you receive from the Company and notify them of any errors within 48 hours of receipt. If errors for which you hold the Company at fault are reported after this time, the Company cannot be held responsible for any costs associated with correcting these.

- c) To notify the Company of the location of any underground services (and provide a plan, where possible) In any event, the Client must accept responsibility for damage to any underground cables, pipes or services.
- d) Not to enter the Equipment whilst it is being erected or dismantled by the Company.
- e) Not to tamper with the structure or any part of the Equipment and not to affix or suspend from the Equipment any item without the Company's prior written consent.
- f) Not to install or allow to be installed by any third party any equipment, furniture, or decorations within one metre of the fabric of a tent without prior written agreement, notwithstanding any written agreement, the Client remains liable for any damage caused, as per clause 7.c.
- g) If any part of the Equipment includes electrical apparatus, to provide such power points or supply as may be reasonably required by the Company, within 10 metres of the Equipment.
- h) If using a Site-supplied power source, undertake to have a qualified electrician inspect the power supply and confirm that the power supply is fit to provide power for all electrical Equipment provided by the Company, its servants, agents or contractors.
- i) On the date and time agreed for dismantle and removal of the Equipment by the Company to ensure the tents are clear of any equipment, artefacts, waste, food stuffs, beverages, not supplied by the Company. The Company reserves the right to charge for any additional costs incurred by it should this condition not be met.
- j) The Company does not accept any liability for loss or damage of Client's personal property left in the Equipment.
- k) The Company will provide the Client, as part of the handover check list, a "Wind Action Plan" and the Client will monitor and record wind speeds in accordance with it.
- l) Not to use fireworks/ pyrotechnics within 50 metres of the Equipment.

4. Booking

- a) To confirm and secure your booking we require a 25% deposit. Deposits are not refundable but can be transferred by agreement.
- b) Once a provisional reservation has been made, the preferred Event Date will be reserved for 7 days after which it will be released automatically, if no deposit has been received.

5. Payment

- a) All prices quoted are applicable for Equipment hire in 2020 and 2021. The Company reserves the right to increase the prices if your Event Date is scheduled more than 1 year after the date of confirmation or in any period in 2021 and 2022.
- b) The Company reserves the right to increase the price of your package by up to 5% for each complete period of 12 months between these two dates.
- c) 25% deposit required to reserve the Event Date; the Event Date will be reserved for 7 days only.
- d) 75% Final balance required 4 weeks before the Event Date
- e) Electronic invoices will be sent for the initial deposit payment and all subsequent payments.
- f) The Company uses electronic bank transfer, card and cash payments as its only method of payment.

6. Cancellation:

- a) Any cancellation should be verbally advised in the first instance for expediency and followed by written notice by email to hi@garden-weddings.co.uk.
- b) In the circumstance of cancellation by the Client all payments made are strictly non-refundable and payment may still be required in accordance with the provisions set out below:

Cancellations – over 12 months – Loss of deposit.

Cancellations – between 9 & 6 months of the Event Date – 35% cost of Quotation total is payable.

Cancellations – under 6 months of the Event Date – 50% cost of Quotation total is payable.

Cancellation – within 90 days of the Event Date – no refund and full Quotation total is payable.

7. Postponement:

- a) Any postponement or date transfer request should be verbally advised in the first instance for expediency and followed by written notice by email to hi@garden-weddings.co.uk.
- b) The Client shall have the right to postpone their event date as per the below timescales by providing the Company with not less than 2 months written notice:

Postponements – withing 12 – 18 months – The Client can, subject to availability, postpone the Event Date for a period of 12–18 months by paying to the Company 30% of the Quotation. This amount is to be paid at the time of postponement and will be in addition to the agreed Quotation. Please note that if the postponed event date falls into a new calendar year there will also be a 5% price increase per year on all Equipment.

Postponements – withing 11 – 0 months – The Client can, subject to availability, postpone the Event Date for a period of 11–0 months by paying to the Company 25% of the Quotation. This amount is to be paid at the time of postponement and will be in addition to the agreed Quotation. Please note that if the postponed event date falls into a new calendar year there will also be a 5% price increase per year on all Equipment.

8. Damage

- a) The Client shall, throughout the Period of Hire, be responsible for the maintenance and safe custody of the Equipment.
- b) The Company will provide the Client with a check list, and a walk around by both parties will be conducted at the handover. Both parties will agree the condition of the interior and exterior of the Equipment. The Client must be satisfied with the Equipment before use and

should notify the Company of any miscounts, incorrect deliveries or unacceptable Equipment before use.

- c) The Client shall be responsible for, and shall reimburse the Company for, any loss of or damage to all hired Equipment whatsoever the cause unless the damage or loss is the direct fault of the Company.
- d) The Company reserves the right to stop any activity which it reasonably believes is likely to cause damage to the interior or exterior of the Equipment and risk the safety of people at the Site, and it will not tolerate any abusive behaviour by guests to any other guests or members of staff.
- e) The Company reserves the right to remove, using reasonable force, any persons acting inappropriately from the event.

9. Exclusion of Liability and Events Outside Our Control (force majeure)

- a) The Company will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under this contract that is caused by events outside its reasonable control (including but not limited to serious damage to the Site, serious adverse weather conditions, a pandemic or epidemic, or interruption or failure of utility services such as electric power, gas or water). In these circumstances, the Company shall use every effort to notify the Client as soon as is reasonably practical. If, as a result of such events, the Company believes it has no alternative but to cancel your booking, it shall use reasonable endeavours to suggest an alternative supplier of a similar standard for a similar price, but our sole liability to you shall be to refund you any money you have paid.
- b) The Company will instruct the Client on safe use of the fireplaces(s) it has provided.
- c) Only fireplaces or stoves designed for use within temporary structures may be supplied for use.
- d) Only fireplaces provided by the Company can be used within the Equipment.
- e) The Client must appoint a single person, not under the influence of alcohol or drugs, who will be responsible for the safe use of the Fire/stove and extinguishing it fully before the Equipment is vacated at the end of the event.
- f) The Company is not liable for any damage or injury caused to the Client, guests or 3rd parties or their property through the use of the open fireplace(s) during the Period of Hire.

10. Client Communications

The Company uses electronic communication to include email and other electronic communications as its preferred method of communication. It confirms that all contracts, notices, invoices and additional information it provides to the Client electronically will comply with any current legal requirement.

11. Client Information

While the Company has tried to provide accurate and timely information, there may be technical or factual inaccuracies and typographical errors, for which it apologises, and it accepts no liability for any inaccuracies or omissions on its website to the extent permitted by law. The Company reserves the right to make changes and corrections at any time, without notice.

12. Third Party Rights

Notwithstanding any other provision of this agreement, nothing herein shall confer nor is it intended to confer a benefit on any third party for the purposes of the Contract (Rights of Third Parties) Act 1999 or for any other purpose.

13. PRIVACY STATEMENT

The Company is committed to respecting and protecting the privacy of anyone using its website or social media, and the confidentiality of any information that the Client provides to us. A separate Privacy statement will be shared with Clients, on request