

Terms and Conditions

Last updated 2nd April 2020

1. Terms and use

Yurtshire Limited, incorporated and registered in England and Wales with company number 08856132 whose registered office is at Yew Tree House, Aldfield, Ripon, North Yorkshire HG4 3BE (herein after called "Yorkshire Yurts", "We" or "Us") agrees to hire the equipment to you (the "Hirer") for a function or event (the "Event") at the site stated in the quotation only subject to these terms and conditions.

2. Rental Period

- 2.1 The Rental Period commences on the date of delivery and set up of the equipment, prior to the Event and continues until the date of take down and collection of the equipment after the Event.
- 2.2 Yorkshire Yurts reserves the right to amend the Rental Period should it deem this to be necessary for the set up or take down of the equipment at the Hirer's site and will make the Hirer aware of any changes in set up or take down days as soon as practicable.

3. Deposit and Rental Cost

- 3.1 The Hirer is responsible for ensuring the quotation accurately reflects his or her order. The Hirer's attention is drawn to the obligations to provide Yorkshire Yurts with timely information in relation to floorplan requirements, site survey and site access. Please note, that 'Dandy Dura' matting is provided as standard for all Marquee structures and the 42ft and 50ft Yurt unless otherwise stated on the quotation or order. The Dandy Dura matting is a woven polypropylene matting which is durable and weatherproof and laid on top of a ground sheet. Should the Hirer require hard wooden flooring, it is the Hirer's responsibility to inform Yorkshire Yurts at the time of booking to enable the quotation to reflect this.
- 3.2 A deposit amount of 25% of the total cost of your equipment rental payment (the "Rental Cost") is payable at the time of booking in order to secure the equipment for your Event (the "Booking Deposit"). After payment of the Rental Cost, the Booking Deposit will be held as a damage deposit (the "Damage Deposit").
- 3.3 Confirmation will be sent to the Hirer in writing when payment has been received and your booking is confirmed. Payment of the Booking Deposit is evidence of the Hirer's acceptance of these terms and conditions.
- 3.4 The Damage Deposit will be retained during your Rental Period to cover the cost of any professional cleaning charges, replacement or repairs required as a result of damage caused to the equipment or its contents by the Hirer or any guests or third parties with access to the site during the Rental Period.
- 3.5 Yorkshire Yurts will refund the Damage Deposit after the end of the Rental Period, less any required deductions for any damages, additional costs or cancellation of equipment in accordance with these terms and conditions.
- 3.6 The Rental Cost is payable in full at least 1 month prior to the Event unless otherwise agreed with Yorkshire Yurts. Payments can be made via our website using Worldpay. Please contact Yorkshire Yurts if you prefer to

make payment via bank transfer or alternative means and reasonable requests will be accommodated wherever possible.

- 3.7 The Rental Payment is inclusive of VAT and includes rental of the equipment during the Rental Period, delivery, set up, take down and collection costs, plus any additional costs reflected on the quotation.

4. Delivery & Return

- 4.1 Yorkshire Yurts will deliver and erect the equipment to the site at the beginning of the Rental Period and will dismantle and collect the equipment at the end of the Rental Period. Times and dates of delivery and collection are subject to confirmation.
- 4.2 The Hirer may request that furniture is set up in accordance with a floorplan when the equipment is erected. This is subject to prior agreement at least one month before the Event. Any changes to an agreed floorplan during set up may incur additional labour charges.
- 4.3 The Hirer agrees to be on site the day of delivery in order to show the team where the structures are to be placed and also to sign the delivery note to confirm all equipment has been received and is in good condition once the structures have been erected, in accordance with the Hirer's order.
- 4.4 Delivery charges are subject to change depending on the amount of equipment being hired from Yorkshire Yurts. If the weight of the equipment being hired exceeds the legal weight limit for our delivery vehicles, additional transport will be required and the costs will be specified on the quotation or will be sent via email to the Hirer.
- 4.5 All tableware and decorations must be removed by the Hirer early morning on or the day prior to the day of collection at the end of the Rental Period to enable Yorkshire Yurts' suppliers to collect the hired items. The Hirer may be liable for costs associated with additional labour/collection charges for failure to comply with this clause.

5. Hirer's obligations

- 5.1 The Hirer shall notify Yorkshire Yurts in advance of where all structures are to be sited. It is the Hirer's responsibility to provide a grassed, firm, level and well drained site, which can easily hold pegs at least 4ft into the ground. The Hirer shall arrange for any grass to be cut to a maximum length of 3 inches no later than 2 days prior to the Event. Any overhanging branches/trees must also be cut back by the Hirer in advance of Yorkshire Yurts arriving on site. The Hirer will be liable for costs associated with additional labour if the site is not prepared appropriately prior to the Yorkshire Yurts team arriving on-site at the start of the Rental Period.
- 5.2 The Hirer's site must have good access to enable a vehicle of up to 12 tonnes to be able to get within 20 metres of the site. Any concerns or issues with access to the site must be notified to Yorkshire Yurts at the time of booking to enable delivery charges to be accurately reflected in the quotation. The Hirer may be liable for costs associated with additional labour/delivery charges for failure to comply with this clause.
- 5.3 If the site does not meet the specifications at 4.1 and 4.2 above and/or should the site be not be deemed suitable at the discretion of Yorkshire Yurts, Yorkshire Yurts reserves the right to refuse to erect any equipment

and the Hirer shall be responsible for the full Rental Cost. If Yorkshire Yurts does not erect or deliver any equipment, the Damage Deposit shall be refunded.

- 5.4 If the Hirer has any doubt as to the suitability of a site they must discuss this with Yorkshire Yurts at the time of booking. Where necessary a site survey can be undertaken. Site surveys may incur additional charges, which Yorkshire Yurts is happy to discuss with you.
- 5.5 The Hirer must check all of the equipment and satisfy himself or herself as to the condition at the beginning of the Rental Period of hire and notify Yorkshire Yurts of any defects that are found with the equipment before the team leave site. The Hirer must arrange for power on-site when the Yorkshire Yurts team are setting up so all lighting can be tested. If Yorkshire Yurts are unable to test lighting whilst on site, the Hirer will be responsible for any defects that are identified during the Rental Period. Yorkshire Yurts cannot guarantee being able to return to site to fix any faults during the Rental Period.
- 5.6 The Hirer is responsible for providing a suitable power source and cabling for any lighting, heating, band, caterers etc. needed at the Event.
- 5.7 The Hirer accepts full responsibility for the equipment during the Rental Period. The Hirer is responsible for ensuring that the equipment is cared for, that it is kept safe and secure and that it is not used beyond its capacity. Yorkshire Yurts recommends hiring security if safety of the site cannot be guaranteed. Theft of or damage to the equipment will be charged for.
- 5.8 The Hirer must ensure that precautions are taken to prevent damage to the equipment in terms of smoking and by means of mud and dirt to the canvas cover and spillages of red wine and soiling etc. to the interior / furnishings and agrees to indemnify Yorkshire Yurts for any damages or dry cleaning required as a result. If hiring our Gin Bar any broken glasses will also be charged for.
- 5.9 The Hirer must notify Yorkshire Yurts during the Rental Period of any damages, loss or theft howsoever occurred. Prompt notification will assist Yorkshire Yurts in mitigating its losses, particularly in relation to costs incurred to replace, repair or clean any equipment prior to subsequent bookings with other hirers. Failure to notify Yorkshire Yurts prior to the end of the Rental Period may incur additional costs to the Hirer.

6. Indemnity

- 6.1 The Hirer shall indemnify Yorkshire Yurts in full in the event of any reckless, negligent or deliberate act by the Hirer or any guests or third parties with access to the site during the Rental Period causing damage or loss to any equipment, including any losses Yorkshire Yurts incurs as a result of not being able to supply the equipment to fulfil other orders following the Event as a result of such damage, defects or excessive cleaning required.
- 6.2 Should the Damage Deposit be insufficient to meet costs incurred by Yorkshire Yurts under clause 4 above, the Hirer shall indemnify Yorkshire Yurts in full for the excess amount plus any administrative charges required to pursue such payment. The Hirer is advised to obtain insurance for the Event that will adequately cover any potential liability to Yorkshire Yurts.
- 6.3 The Hirer shall indemnify Yorkshire Yurts in full against all and any actions, proceedings, costs and claims which may be made against Yorkshire Yurts

as a result of the Hirer or any guests or third parties with access to the site during the Rental Period tampering with the structures, including removing the side canvas or not adhering to the extreme weather guidelines.

7. Cancellation Policy

- 7.1 You have the right to cancel your reservation within 48 hours from paying the Booking Deposit, provided your Rental Period is not due to commence within this period. To exercise your right to cancel within this period, you must inform Yorkshire Yurts in writing of your clear intention to cancel. Notification should be sent via email to info@yorkshireyurts.co.uk.
- 7.2 Please notify us immediately by telephone if you wish to cancel your reservation for any reason after this initial period and then ensure the cancellation is also notified to us in writing to info@yorkshireyurts.co.uk.
- 7.3 If you cancel your booking prior to full payment of the Rental Cost, the Booking Deposit is non-refundable, but Yorkshire Yurts may use its discretion to refund any part-payments of the Rental Cost made to date.
- 7.4 If you cancel your booking following full payment of the Rental Cost, the Damage Deposit will be refunded. Yorkshire Yurts may use its discretion to refund the Rental Cost or any part thereof if it is able to rent out the equipment reserved for your Event to another customer prior to the commencement of your Event, less an administration charge of £150.
- 7.5 The Hirer is able to change any finishing touches up until 1 month before the Event. If the Hirer cancels any items of equipment within 1 month of the Event, there may be associated cancellation charges.
- 7.6 A part cancellation is a change of structure type(s), a change of structure size or a removal of a structure(s), that results in a reduced Rental Cost to what was originally agreed at the time of paying the Booking Deposit and the booking being confirmed. If the hirer wishes to make a change to their structure(s), which results in a lower Rental Cost than the structure(s) that were originally booked, Yorkshire Yurts reserves the right to charge a part cancellation fee. Please contact Yorkshire Yurts if you are looking to make a part cancellation, and you will be advised of the fee at that time.

8. Adverse Weather

- 8.1 We endeavor to ensure all of our structures are as watertight as possible and they are all built to highest standards here in the UK. All of our structures are made from natural canvas and so in very rare cases condensation may occur in the colder months. As with all temporary structures, we cannot guarantee them to be 100% watertight in extreme weather conditions.
- 8.2 Yorkshire Yurts will advise the client on the safety aspects of adverse weather conditions before the Rental Period commences. It is the Hirer's responsibility to adhere to the guidelines given and Yorkshire Yurts has no responsibility for any negligent act by the client.
- 8.3 In the unlikely event of extreme weather conditions, Yorkshire Yurts reserves the right to cancel any contract where it considers the weather conditions might pose a risk to health and safety and/or property.

9. Force Majeure

- 9.1** Although Yorkshire Yurts will use its best endeavors to fulfill every contract, performance of the contract is subject to variation or cancellation by Yorkshire Yurts for any reason beyond its control (including, but not limited to, trade disputes, fire, breakdown, act of god, extreme weather or lack of equipment through non-return by other hirers).
- 9.2** Yorkshire Yurts shall not be held liable for any costs incurred by the cancellation in such circumstances and so event/wedding insurance is highly recommended. Yorkshire Yurts will notify the Hirer as soon as practicable and will provide information to the Hirer's insurance company if requested. Yorkshire Yurts' liability shall be limited to a refund of the Damage Deposit.

10. Privacy

- 10.1** The Hirer's contact and personal details may be kept by us for future mailings and news. If you do not wish to receive these, please do let us know. The booking process asks for your contact details, details of your Event and other relevant information required by us to fulfil your booking. Please note that your financial details are NEVER stored and all of our financial transactions are handled by Worldpay's secure server. We will not pass on or sell your details to any third parties.
- 10.2** Please refer to the Privacy Policy on our website for additional information.

11. Customer Complaints

- 11.1** We hope you are entirely satisfied with your equipment and that your Event is as enjoyable as possible for all guests. If there is anything we can do to assist prior to or during your Rental Period, please let us know as soon as possible. We welcome feedback on your experience of renting equipment from us and in the unlikely event of any complaints, we seek to address these as soon as possible.
- 11.2** Please note complaints received after the end of your Rental Period cannot be reliably investigated and are therefore most difficult to resolve. To that end, in the first instance of any complaint or any issues, please speak with a member of our team in person or telephone Yorkshire Yurts to bring them to our attention so we can help to resolve matters as quickly as possible and lessen any potential adverse impact during your Rental Period.
- 11.3** Should you need to address any written correspondence to Yorkshire Yurts regarding complaints or feedback, please send this to:

Managing Director
Yurtshire Ltd
Yew Tree House
Aldfield
RIPON
North Yorkshire
HG4 3BE