

## **Our terms**

### **1. These terms**

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your booking form to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

### **2. Information about us and how to contact us**

- 2.1 **Who we are.** We are Katrina Willis T/A Beautiful Bells a sole trader in England and Wales. Our address is 249 Hayling Avenue, Portsmouth, Hampshire PO3 6DZ. Our registered VAT number is 228 7859 58 .
- 2.2 **How to contact us.** You can contact us by telephone (07747 037656) or by emailing us (beautifulbells@icloud.com) or writing to us at 249 Hayling Avenue, Portsmouth, Hampshire PO3 6DZ .
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your booking form.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### **3. Our contract with you**

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we write to you to accept the booking form and provide you with a booking confirmation, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for, or because we have identified an error in the price or description of the services.
- 3.3 **Your reference number.** We will assign a reference number to your order and tell you what it is when we accept your order. It will help us if you can tell us the reference number

whenever you contact us about your order and you must quote this reference number when you make any payment to us.

#### **4. Your rights to make changes**

- 4.1 If you wish to make a change to the services please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

#### **5. Our rights to make changes**

- 5.1 **Minor changes to the services.** We may change the services:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example if weather conditions are such that it would be an unsafe or unsuitable environment for our tents or to address any other health and safety concerns that we may have. These changes will not affect your use of the services.

#### **6. Providing the services**

- 6.1 **When we will provide the services.** We will supply the services to you from the time that we arrive with our equipment, tents and furnishings on to the site, until the time that we dismantle the equipment and remove it from the site. You will be able to use our equipment, tents and furnishings from 2.00pm on the day that we arrive on site to erect all equipment until 12.00pm on the day that we arrive to dismantle and remove the equipment. (**Hire Period**). These times may differ depending upon your venue or campsite's restrictions. The dates will be agreed with you in the booking confirmation that you receive from us.

- 6.2 **What we will provide.** We will supply all tents and furnishings in accordance with the booking confirmation that you receive. Anything that we provide you with remains our property and must be returned at the end of the Hire Period. We do not use airbeds as standard, however if you request an airbed over a camp bed:

- (a) we will supply fully inflated airbeds but we cannot be responsible for the loss of air during the Hire Period, due to factors such as air temperature, the airbeds being jumped on or walked on;
- (b) for single tent bookings, we will leave a pump in the tent to re-inflate the airbed. In the event of complete airbed failure, a spare airbed will be left in the tent;
- (c) for multiple tent bookings, private events and weddings, we will supply spare airbeds and pumps that will be located in a designated tent. We will advise you as to where this is at the beginning of the Hire Period.

- 6.3 **What we do not provide.** We do not provide towels or personal items for use.
- 6.4 **We are not responsible for delays outside our control.** If our performance of the services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event. Delays outside of our control will include delays to arrival on site to erect the tents and provide furnishings, caused by road accidents or traffic problems.
- 6.5 **If you do not allow us access to provide services.** If you have asked us to provide the services to you on a chosen site, event venue or private land and you do not allow us access to the site as arranged (and you do not have a good reason for this), or have not arranged access for us at all, we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to the site, we may end the contract and clause 8.3 will apply.
- 6.6 **What will happen if you do not provide required information to us.** As we informed you in the description of the services on our website, we will need certain information from you so that we can provide the services to you, for example, any permissions or consents that may be required, a plan of the site, accurate details of where the tents are to be erected on site and any potential difficulties that we may encounter on site (for example height variations). We will contact you in writing to ask for this information. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the contract (see clause 9.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 6.7 **Reasons we may suspend the services.** We may have to suspend the services to:
- (a) deal with technical problems, changes in weather conditions or make minor technical changes;
  - (b) update the services to reflect changes in relevant laws and regulatory requirements;
  - (c) make changes to the services as requested by you or notified by us to you (see clause 5).
- 6.8 **Your rights if we suspend the services.** We will contact you in advance to tell you we will be suspending the services, unless the problem is urgent or an emergency. You may contact

us to end the contract if we suspend the services, or tell you we are going to suspend them, and we will refund any sums you have paid in advance for services not provided to you.

- 6.9 **We may also suspend the services if you do not pay.** If you do not pay us for the services when you are supposed to (see clause 11.4) we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 11.6). We will not charge you for the services during the period for which they are suspended.

## 7. **Your obligations to us.**

- 7.1 **Our expectations of you.** We expect that you will let us know from the beginning of the Hire Period if you are unhappy with any of our equipment or furnishings. We expect that you maintain all of our equipment in good condition until the end of the Hire Period. We request that:

- (a) you will keep the tent or tents closed and secure whilst not in use;
- (b) you will keep tent doors and windows zipped closed when you leave them and will close them at the end of the Hire Period;
- (c) you will take all reasonable precautions not to attract insects or animals to the tent or tents, that you will keep any food containers sealed, remove food wrappers and litter;
- (d) you will not affix, attach, suspend or hang anything from the tents, including home-made bunting and signs to the outside of the tents;
- (e) you do not smoke in any tent;
- (f) you remove your shoes when entering the tent or tents. You must ensure that no mud is carried into the tent and spread over groundsheets, rugs or coir carpet;
- (g) you remove all rubbish at the end of the Hire Period; We reserve the right to pass on the cost of business waste disposal should all rubbish not be removed.
- (h) you do not allow animals or pets into the tents (with the exception of dogs for assistance, such as guide dogs and hearing dogs only); and
- (i) you leave all of our equipment in a clean and tidy state at the end of the Hire Period.

- 7.2 **Your chosen site.** We ask that you choose a site that does not have poor drainage or is prone to boggy ground. Any flooding of the tent or tents will be your responsibility. You must ensure that any obstructions to the site are removed prior to our arrival to erect the tents and equipment. Obstructions may include plants, shrubs, trees, vehicles or other items that prevent us from getting onto the site.

7.3 **Health and safety matters.** We ask that you observe the following:

- (a) we have a strict no smoking policy within the tents;
- (b) that you do not use any candles or named flames in any tent;
- (c) that you do not do any cooking of any sort, including the use of gas stoves, barbeques, or fire pits within the tents (with the exception of 'The Snug' tent); and
- (d) if you do use barbeques or fire pits, these must be situated a minimum of 10 metres away from any tents. These items must not be left unattended whilst in use.

## 8. **Your rights to end the contract**

8.1 **You can always end the contract before the services have been supplied and fully paid for.** You may contact us at any time to end the contract for the services, but we will charge you certain sums for doing so:

- (a) 100% of the hire charges due if notice of ending the contract is less than 28 days prior to the date on which your Hire Period begins;
- (b) 25% of the hire charges due if notice of ending the contract is more than 28 days prior to the date on which you Hire Period begins.

8.2 **What happens if you have good reason for ending the contract.** If you are ending the contract for a reason set out at (a) to (c) below the contract will end immediately and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are:

- (a) we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
- (b) we suspend the services for technical reasons or due to unsafe or unsuitable weather conditions; or
- (c) you have a legal right to end the contract because of something we have done wrong.

8.3 **What happens if you end the contract without a good reason.** If you are not ending the contract for one of the reasons set out in clause 8.2, the contract will end immediately but we may charge you compensation as set out in clause 8.1.

## 9. **Our rights to end the contract**

9.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, any necessary licences, consents or permissions or a plan of the site and proposed location for tents and equipment;
- (c) you do not, within a reasonable time, give us access to the site or enable us to obtain access to the site, to enable us to provide the services to you; or
- (d) you do not provide us with full details of complications that we may encounter on site, for example, details of relevant measurements or varying height levels.

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will charge you 100% of the hire charges due.

9.3 **We may stop providing the services.** We may write to you to let you know that we are going to stop providing the services. We will let you know at least 5 days in advance of our stopping the services.

## 10. If there is a problem with the services

10.1 **How to tell us about problems.** If you have any questions or complaints about the services, please contact us. You can contact us by telephoning (07747 037656) or by emailing us (beautifulbells@icloud.com) or writing to us at 249 Hayling Avenue, Portsmouth, Hampshire PO3 6DZ.

10.2 **Summary of your legal rights.** See below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

## 11. Price and payment

- 11.1 **Where to find the price for the services.** The price of the services (which includes VAT) will be the price set out in the booking quote provided to you. Additionally, we will provide you with an invoice with details of what has to be paid by you and when payments need to be made by. However please see clause 11.3 for what happens if we discover an error in the price of the services you order.
- 11.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we provide the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.
- 11.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the service's correct price at your order date is higher than the price stated in our price list, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and not perform the services.
- 11.4 **When you must pay and how you must pay.** You must make an advance payment of 25%, of the price of the services, being a non-refundable deposit, upon receipt of your booking confirmation. We will invoice you for the balance of the price of the services and a damage deposit. The damage deposit is £100 for a 4 or 5 metre bell tent and £200 for a 6 or 7 metre or Emperor tent. You must pay the invoice within the time period specified on the invoice. We accept payment by bank transfer or cheque only. The damage deposit must be in cleared funds and we will not accept cheques if there is not enough time for them to clear through the banking system before your Hire Period begins.
- 11.5 **When we do not offer a refund.** If you booked a number of tents for a wedding or other large event and then do not use all of the tents that you have paid a deposit for, you will not be refunded your deposit for unused tents, equipment or furnishings, unless agreed otherwise.
- 11.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know.
- 11.7 **What the damage deposit is and what it covers.** The damage deposit covers any damage to our equipment or furnishings, breakages or additional cleaning that may be required.

Damage deposits will be retained by us if you smoke in the tents or do not close tents whilst not in use or at the end of the Hire Period if the tents are damaged or flooded as a result. Damage deposits will be refunded within 7 days of the last day of the Hire Period by bank transfer. Deductions will be made from it if required. And deductions will be fully itemised and brought to your attention. In the event that the damage deposit is insufficient to cover any type of damage, you will be liable for the additional costs incurred.

11.8 **Travel and delivery charges.** We will charge the following under the following circumstances:

- (a) travel outside a 35 mile radius of our address (in clause 2.1) will be charged for at the rate of £1.20 (inclusive of VAT) per mile, unless otherwise agreed with you; and
- (b) if the point of parking on your chosen site is more than 20 metres to where the tents are to be erected, we may charge a surcharge for the time taken to move our equipment to where you want it to be erected.

11.8 **Additional costs that you will be charged for:**

- (a) if any parking costs that need to be paid by us whilst we are on site. You must ensure that you pay these in advance of our arrival on site;
- (b) if there are any additional costs that arise due to booked equipment not being erected due to incorrect measurements, problems with the site (varying height levels or incorrect measurements) or any complications with the site that we were not aware of, you will be responsible for these;
- (c) the cost of repair to damage to the site if making good is required due to damage to drains, cables or services that are concealed or buried;
- (d) any costs incurred as a result of changes required at the time of delivery of equipment and furnishings, to include minor changes to furnishings once we have begun to erect the tents and equipment.

11.9 **What will happen if you do not make payment.** We will not deliver or erect the tent if payment in full has not been made.

12. **Our responsibility for loss or damage suffered by you**

12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. **We strongly advise you to take out holiday,**

**travel insurance to cover instances of illness, cancellation or losses as a result of you cancelling the contract or wedding insurance.**

12.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services as summarised at clause 10.2.

12.3 **We are not liable for business losses.** We only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.4 **Things we will not accept liability for.** We will not accept liability and provide compensation or refunds:

- (a) for the presence of insects or other wildlife or animals in any part of or near to the tents; or
- (b) for the provision equipment for an event that you are attending and that event is cancelled as this is beyond our control; or
- (c) if the campsite, event site or private land owner terminate your booking for any reason and ask you to leave their premises.

### 13. **Other important terms**

13.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

13.2 **You may only transfer your rights under our guarantee to someone else.** You may only transfer your rights or your obligations under these terms to another person with our written consent. However, you do not need our consent to transfer the benefit of our guarantee in clause **Error! Reference source not found.**

13.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

13.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 13.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- 13.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.
- 13.7 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. In the event of wanting to contact an ADR provider, we will provide you with the details. If you are not satisfied with the outcome you can still bring legal proceedings.

