

Orange Grove Events - Terms & Conditions

1. These terms

- 1.1 These are the terms and conditions on which we supply services to you.
- 1.2 **Why you should read them.** Please ensure you read these terms carefully before you submit your booking form to us or complete payment on the guest area. Our terms tell you who we are, how we provide services to you, what to do if there's a problem and other important information.

2. Information and contact details about us

- 2.1 **Who we are.** We are Louis Gunnensen- Williams & Frederick Sapsted. Our address is *Orchard House, Green Lane, Chart Sutton, Maidstone, Kent, ME173ES.*
- 2.2 **How to contact us.** You can contact us either by phone or email. Our telephone number is (07903412478) and our emails are (louis@orangegrove.events) (freddie@orangegrove.events).
- 2.3 **How we might contact you.** If we have to contact you, we will either do so by telephone or by the email address you have given us.

3. Our contract with you

- 3.1 **How we accept your order.** Acceptance of your order will take place when we write to you accepting your booking form and giving you booking confirmation. If you are using the 'Guest Area' booking system, acceptance of your order will take place once you have completed payment on the website.
- 3.2 **If we cannot accept your order.** If we cannot accept your order, we will inform you in writing and will not charge you for the service.

4. Allowing you to make changes to your order

- 4.1 If you would like to make changes to your order please contact us. We will then inform you if the change is possible, any changes in price and anything else which would be necessary as a result of the change. If you wish to go ahead with the changes we will then ask you to confirm.

5. Our rights to make changes to your order

5.1 Minor changes to the orders. We may have to change the order:

- (a) to reflect changes in relevant laws and regulatory requirements
- (b) to implement minor technical adjustments and improvements, if weather conditions are such that it would be unsafe for example.

6. Providing the service.

6.1 When will we provide the service. We supply the service to you from the time that we complete set-up and installation of furniture until the time we dismantle the tents and remove them from the site. You are able to use our equipment, tents and furnishings from 16:00 on the day that we arrive on site to erect all equipment until 11:00 am on the day of take-down . This period is referred to as **'Hire Period'**. These times can change depending on any specific restrictions implemented by venues or campsites. All dates and times will be agreed in the booking process.

6.2 What we provide. We will supply you with all the tents and furnishings you have selected in the booking process. Everything we provide you with remains our property and must be returned following the completion of the hire period.

6.3 We do not provide towels, toiletries or personal items unless agreed upon in the booking process.

6.4 We are not responsible for delays outside our control. If an event outside of our control affects our ability to provide the service we will contact you as soon as possible to inform you and we will use measures to minimise the effect of the delay. Providing we do this, we will not be liable for any delays caused by the event. E.g. road accidents or incorrect information provided.

6.5 What happens if you do not provide us with the required information. We will need certain information from you in order to provide the service. During the booking process, we will ask for the information we need to provide the service. We will not be responsible for providing the services late or not providing any part of them if you fail to give us the required information.

6.6 Reasons we may suspend the service. We might be required to suspend the service to:

- (a) address technical problems, changes in weather conditions or make minor changes;

- (b) update the services to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the service as requested by you

6.7 **Your rights if we suspend the service.** We will contact you in advance to inform you we will be suspending the service. You can contact us to end the contract if we suspend services and we will refund any sums you have paid for in advance for services not provided.

6.8 **Our rights to suspend services if you do not pay.** If you have not paid us for the services when you were supposed to we can suspend the service until any outstanding payments have been paid for. We will contact you to inform you we have suspended the service.

7. **Your obligations to us.**

7.1 **Our expectations.** We require you to inform us from the beginning of the Hire Period if you are unsatisfied with our equipment or furnishings. We require you to maintain all of our equipment in good condition until the hire period has expired. We request that:

- (a) you will keep the tent or tents closed and secure whilst not in use
- (b) you will keep the 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 for example remove all food wrappers and litter.
- (d) you will not fix, attach, suspend or hang anything from the tents both inside and outside.
- (e) you do not smoke in any of the tents
- (f) you remove your shoes when entering the tents. You must ensure no mud is carried into the tent and spread over the groundsheets, rugs or carpets
- (g) you remove all rubbish and litter 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 pets or animals into the tents (with the exception of assistance dogs, such as guide dogs and hearing dogs)

- (i) you leave all our equipment in a clean and tidy state at the end of the Hire Period

7.2 **Your chosen pitch site.** We ask that you choose a site that does not have poor drainage or is prone to boggy ground. Any flooding in 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 include plants, shrubs, trees or anything that is preventing us from getting onto the site.

7.3 **Trees.** We will not erect our tents under trees or any overhanging branches. If your chosen site is under trees and we are not informed prior to arrival we will consider this a break of contract.

7.4 **Health and Safety.** We ask you observe the following:

- (a) we have a strict no smoking policy inside the tents
- (b) that you do not use any candles or naked flames inside any of the tents.
- (c) that you do not do any cooking of any sort, this includes gas stoves, barbeques or fire pits within the tents. If you do use barbeques or fire pits, they 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 end the contract between us before the service has been supplied and fully paid for.** You can contact us at any time to end the contract, but certain charges will be applied for doing so:

- (a) 100% of the hire charge due if notice of contract termination is less than 28 days before the date on which the Hire Period begins
- (b) 25% of the hire charges due if the notice of contract termination is more than 28 days before the date on which the Hire Period begins

8.2 **Postponement.** Should you need to postpone your event please contact us to discuss this. We will work with you to find a suitable alternative date. If we are unable to provide our services on a new date then this is treated as a cancellation and the charges laid out in 8.1 will apply. If the new date falls within a new calendar year, our updated pricing for that calendar year will be applied.

8.3 **What happens if you have good reason for ending the contract.** A full refund will be issued if you are ending the contract for a reason set out at (a) to (c).

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

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

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

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

- (a) you do not make any required payments to us by the due dates and you continue not to pay within 7 days of us reminding you that a payment is due.
- (b) you do not, within a reasonable amount of time of us asking, provide us with necessary information for us to provide the service.
- (c) you do not, within a reasonable amount of time, provide us access to the site to enable us to provide the service.
- (d) you do not provide us with full details of any complications we may encounter such as setting up under trees or height levels.

9.2 **Compensation if you break the contract.** If the contract is ended by us because of any of the situations set out in clause 9.1 we will charge you 100% of the hire charges.

10. **Problems with our services**

10.1 **How to tell us about any problems.** If you have any queries or complaints about the service we have or are going to provide, contact us. You can call us at (07903412478) or by email at (louis@orangegrove.events).

10.2 **Summary of your key legal rights.** Here is a summary of your legal rights, subject to certain exceptions.

The Consumer Rights Act 2015:

- 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. Prices and Payment

11.1 **The prices for our services.** The prices for all our services can be found online at our website. If you have requested a quote, all prices will be included on the booking quote. If using the guest area booking system, payment will be taken in full when you accept the booking. When you receive an invoice after confirming the booking quote, this will have details of what needs to be paid and when.

11.2 **Changes in the VAT rate.** If the VAT rate changes between your order date and the date we provide the service, we will a just the rate of VAT that you pay, unless you have already paid for the services in full before the change in VAT.

11.3 **When you must pay and how you can pay.** Unless using the guest area booking system, you must make an advanced payment of 20% on any bookings of 5 tents or more. This is a non-refundable deposit. We will invoice you the remaining balance and a damage deposit one month before the event. The damage deposit is £110 for a 5 metre bell tent and £210 for a 6 metre bell tent.

You must pay the invoice within the time period specified on the invoice. We accept payment through bank transfer, credit cards and debit cards.

11.4 **When don't we offer a refund.** If you have booked a number of tents for any event and then do not use all the tents you have paid for a deposit for, you will not be refunded your deposit for unused tents or any furniture unless agreed beforehand.

If you have booked a tent for an event and the event is cancelled.

11.5 If you think the invoice is incorrect please get in touch with us promptly to let us know.

11.6 Damage Deposits. The damage deposit covers any damage to our tents or furniture, breakages or additional cleaning. Damage deposits will be kept 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 if required. All deductions will be fully itemised and brought to your attention. If the damage deposit is insufficient to cover any damage, you will be liable for the additional costs.

11.7 Travel and Delivery Charges. Our charges under the following circumstances:

- (a) travel outside a 30-mile radius of our address (clause 2.1) will be charged for at a rate of £1.30 (inc. VAT) per mile, unless otherwise agreed

11.8 Additional costs you may be charged for.

- (a) any parking costs need to be paid for in advance by you before our arrival on site.
- (b) any additional costs which may arise due to booked equipment not being erected due to incorrect measurements, problems with the site or any complications with the site we were not made aware of.
- (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.
- (d) any costs incurred as a result of changes required at the time of delivery of equipment and furnishings, including minor changes to furniture once we have began set-up of the tents and equipment.

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

11.10 Guest area booking. We don't take any damage deposits if you are using the quest area booking option. If damage occurs to the tent or furnishings during the Hire Period, you will be charged the full amount to repair the damage or replace the tent or furnishings. This also applies to any smoking inside the tent and failure to close the tent when the Hire Period ends.

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 we suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Damage or loss is foreseeable if either it is obvious that it will happen or if we discussed something during the sales process which we and you knew might happen. **We advise you take out wedding, holiday or travel insurance to cover any instances of illness or cancellation resulting in you cancelling the contract.**

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; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services as summarised (clause 10.2).

12.3 Scenarios we will not accept liability for. We will not accept liability and provide compensation or refunds for:

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

13. Force Majeure. We shall not be liable for delay in performing, or failure to perform our obligations if a Force Majeure event occurs. Examples of Force Majeure include without limitation: storms, floods, fires, natural disasters, act of god or pandemics.

14. Inspection. The hirer shall permit any person authorised by the company at all reasonable times to enter upon the premises upon which the equipment is for the time being placed or kept for the purpose of inspection or examination of the condition of the equipment.