

# Big Chief TIPIS

**BIG CHIEF TIPIS LTD**

**TERMS AND CONDITIONS OF HIRE**

## CONTENTS

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### CLAUSE

1.	Interpretation .....	1
2.	Equipment hire .....	3
3.	Rental Period.....	3
4.	Rental Payments and Deposit .....	3
5.	Delivery and installation .....	4
6.	Title, risk and insurance .....	5
7.	Customer's responsibilities.....	7
8.	Warranty.....	10
9.	Liability.....	100
10.	Termination.....	11
11.	Consequences of termination .....	12
12.	Confidential information .....	13
13.	Assignment and other dealing .....	13
14.	Entire agreement .....	13
15.	Variation .....	14
16.	No partnership or agency .....	14
17.	Further assurance.....	14
18.	Counterparts.....	144
19.	Third party rights .....	14
20.	Notices.....	15
21.	Waiver .....	15
22.	Rights and remedies .....	16
23.	Severance.....	165
24.	Governing law .....	16
25.	Jurisdiction .....	16

**THIS AGREEMENT** comes into force on the Effective Date

## **PARTIES**

- (1) **THE AWNING COMPANY UK LTD T/A BIG CHIEF TIPIS** incorporated and registered in England and Wales with company number **02652500** whose registered office is at **UNIT ONE, JUBILEE WORKS, VALE STREET, BOLTON, BL2 6QF (Big Chief)**.
- (2) **The CUSTOMER.**

## **AGREED TERMS**

### **1. INTERPRETATION**

- 1.1 The following definitions and rules of interpretation apply in this agreement.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Customer:** the individual named in the Quote who resides at the Customer's home address detailed in the Quote.

**Damage Waiver Fee:** 3% of the total Rental Payments.

**Delivery:** the transfer of physical possession of the Equipment to the Customer at the Site.

**Delivery Date:** the date the Customer takes Delivery of the Equipment.

**Deposit:** 25% of the total Rental Payments as further detailed in the Quote.

**Effective Date:** the date of electronic signature of this agreement by the Customer.

**Equipment:** the items of equipment to be hired by the Customer as listed in the Quote and all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

**Final Rental Payment:** the sum of the Rental Payments less any amounts already paid including the Deposit.

**Quote:** the quotation issued by Big Chief to the Customer.

**Site:** the address at where the Equipment will be erected detailed in the Quote as "Tipi Location".

**Site Plan:** a plan of the Site supplied to Big Chief by the Customer showing the position in which the Equipment is to be erected and all underground services and obstacles.

**Third Party Equipment:** the additional equipment (including toilets, generators, heaters, dancefloors, stages, tables and chairs) that the Customer requires at the Event as supplied by a Third Party Supplier.

**Third Party Supplier:** those suppliers of Third Party Equipment.

**Rental End Time:** the time Big Chief completes the dismantling of the Equipment.

**Rental Payments:** the payments made by or on behalf of Customer for hire of the Equipment including the Deposit, the Damage Waiver Fee (if applicable), VAT and installation and delivery costs as further detailed in the Quote.

**Rental Period:** the period of hire as set out in clause 3.

**Total Loss:** the Equipment is, in Big Chief's reasonable opinion, damaged beyond repair, lost, stolen, seized or confiscated.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax and e-mail.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.12 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

1.13 References to clauses and schedules are to the clauses and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule.

1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.15 If there is any conflict or ambiguity between the terms of the Quote and this agreement, a term contained in this agreement shall have priority over one contained in the Quote.

## **2. EQUIPMENT HIRE**

2.1 Big Chief shall hire the Equipment to the Customer for use at the Site subject to the terms and conditions of this agreement.

## **3. RENTAL PERIOD**

The Rental Period starts on the Delivery Date and shall continue until the Rental End Time unless this agreement is terminated earlier in accordance with its terms.

## **4. RENTAL PAYMENTS AND DEPOSIT**

4.1 The Customer shall pay the Rental Payments to Big Chief in accordance with this clause 4. The Rental Payments shall be paid in GBP and shall be made by:

- (a) BACS transfer to:  
Big Chief Tipis Ltd  
Account number: 31297667  
Sort Code: 40-51-62
- (b) Cheque made payable to: Big Chief Tipis Ltd; or
- (c) Credit or debit card. For over the phone payments the telephone number is 01204 544906. The Customer acknowledges that payment by credit card will incur an additional 3% charge.

- 4.2 All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4.3 If the Customer fails to make any payment due to Big Chief under this agreement by the due date for payment, then, without limiting Big Chief's remedies under clause 10, the Customer shall pay interest on the overdue amount at the rate of 4% per annum above HSBC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 4.4 The Deposit is payable to secure the Customer's booking of the Equipment for the Event. Subject to clause 10.1, the Deposit is non-refundable.
- 4.5 The Customer shall pay the Final Rental Payment no later than 45 days before the Delivery Date.
- 4.6 If the Customer fails to make the Final Rental Payment in accordance with clause 4.5 of this agreement, Big Chief may terminate this agreement with immediate effect and clauses 11.2 to 11.7 shall apply.

## **5. DELIVERY AND INSTALLATION**

- 5.1 Delivery of the Equipment shall be made by Big Chief. Big Chief shall use all reasonable endeavours to effect Delivery by the date and time agreed between the parties. Title and risk shall transfer in accordance with clause 6 of this agreement.
- 5.2 Big Chief shall at the Customer's expense (such costs as detailed in the Quote) install the Equipment at the Site. The Customer shall procure that a duly authorised representative of the Customer shall be present at the installation of the Equipment. Acceptance by such representative of installation shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by Big Chief, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.
- 5.3 The Customer shall procure that its representative is familiar with the Site Plan and can describe to Big Chief where the Equipment is to be installed, where the underground services are located and any apparent obstacles. Big Chief 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 provided to Big Chief by the Customer or its representatives as to the location of underground services and obstacles. In any event, Big Chief shall not be liable for any damage to underground cables or pipes.

5.4 The Customer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Delivery and installation to be carried out safely and expeditiously by Big Chief including ensuring:

- (a) firm and level turf (or some other material not impervious to stakes and able to absorb rainwater) at the Site large enough to hold the Equipment in the formation previously agreed between the Customer and Big Chief as described on the Site Plan. If the land is hard-standing, this must be confirmed with Big Chief prior to confirmation of the booking and a Hard-Standing Anchorage Kit will need to be added to the Quote at the cost of the Customer.
- (b) a firm, hard-standing access road adjacent to the Site, free from flooding, trees and overhead obstruction suitable for commercial vehicles;
- (c) electrical apparatus and such power points or supply as Big Chief may reasonably require that is within 20 meters of the point where the electricity is required at the Site (as notified by Big Chief to the Customer);
- (d) toilet facilities for Big Chief to use during the installation and dismantling of the Equipment.

5.5 If the Customer informs Big Chief that it wishes for the Equipment to be installed in a different position than the position indicated on the Site Plan as notified to Big Chief by the Customer representative in accordance with clause 5.3, Big Chief shall at its option:

- (a) install the Equipment in the revised position subject to the Customer paying Big Chief any increase in labour and other associated costs; or
- (b) in the event that installation is, for structural reasons, impractical Big Chief shall, on request, provide written reasons for the difficulty to the Customer and may terminate this agreement and clause 11.2 shall apply.

## **6. TITLE, RISK AND INSURANCE**

6.1 The Equipment shall at all times remain the property of Big Chief, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this agreement).

- 6.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery. The Equipment shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Customer (**Risk Period**) until such time as the Equipment is collected by Big Chief. During the Rental Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:
- (a) insurance to cover the Equipment 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 Big Chief may from time to time nominate in writing;
  - (b) insurance for such amounts as a prudent operator of the Equipment would insure for, or such amount as Big Chief may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and
  - (c) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as Big Chief may from time to time consider reasonably necessary and advise to the Customer including insurance to compensate Big Chief if the Event is cancelled due to circumstances beyond the control of either party
- 6.3 All insurance policies procured by the Customer shall be endorsed to provide Big Chief with at least 7 Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon Big Chief's request name Big Chief on the policies as a loss payee in relation to any claim relating to the Equipment. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.
- 6.4 The Customer shall give immediate written notice to Big Chief in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.
- 6.5 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Big Chief and proof of premium payment to Big Chief to confirm the insurance arrangements.
- 6.6 If the insurances taken out under clause 6.2 of this agreement do not cover the cost of replacing the Equipment to its full replacement value, the Customer shall be liable to pay to Big Chief the difference between the amount recoverable under the insurance and the amount of the loss suffered.
- 6.7 The Damage Waiver Fee covers Big Chief in the event that the Customer or its guests cause accidental loss or damage to the Equipment during the Rental Period.



- 6.8 For the avoidance of doubt, the Damage Waiver Fee does not extend to loss or damage to any Third Party Equipment for which the Customer will remain liable.
- 6.9 If the Customer opts to pay the Damage Waiver Fee, it shall be payable with the Final Rental Payment, not less than 45 days before the Delivery Date.
- 6.10 In any event, the Customer is liable for all loss or damage resulting from the Customer or the Customer's guests wilful neglect, malicious acts or failure to adhere to Big Chief's security arrangements (including those that relate to the maintenance and safe custody of the Equipment) as notified by Big Chief to the Customer from time to time.
- 6.11 The Customer acknowledges that Big Chief shall not be responsible for any loss or damage, whether direct or indirect, arising out of or in connection with any Third Party Equipment.
- 6.12 Big Chief shall not in breach of this agreement nor liable for delay in performing, or failing to perform any of its obligations, if such delay or failure results from circumstances beyond its reasonable control including weather conditions and traffic.

## **7. CUSTOMER'S RESPONSIBILITIES**

- 7.1 The Customer shall during the term of this agreement:
- (a) ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by competent persons in accordance with any operating instructions provided by Big Chief;
  - (b) take such steps (including compliance with all safety and usage instructions provided by Big Chief) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being used, cleaned or maintained;
  - (c) maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Delivery Date (fair wear and tear, damage by Big Chief Tipi employees and / or damage caused by manufacturing design or design fault excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;
  - (d) make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment;
  - (e) keep Big Chief fully informed of all material matters relating to the Equipment;

- (f) keep the Equipment at all times at the Site and shall not move or attempt to move any part of the Equipment to any other location without Big Chief's prior written consent (this includes moving furniture from inside to outside of the tipi structure);
- (g) permit Big Chief or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
- (h) not, without the prior written consent of Big Chief, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- (i) not without the prior written consent of Big Chief, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building;
- (j) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Big Chief in the Equipment;
- (k) not use the Equipment for any unlawful purpose;
- (l) ensure that at all times the Equipment remains identifiable as being Big Chief's property;
- (m) at the end of the Rental Period, allow Big Chief or its representatives access to the Site for the purpose of removing the Equipment;
- (n) not do or permit to be done anything which could invalidate the insurances referred to in clause 6;
- (o) provide Big Chief with a Site Plan not less than 2 months prior to the Delivery Date;
- (p) obtain 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;
- (q) obtain any and all required licenses as may be required by the local authority and notify Big Chief in writing of any requirements specified in such licences at least 14 days prior to the Delivery Date;
- (r) not to enter the Equipment or any part of it whilst it is being installed or dismantled by Big Chief;
- (s) ensure the Equipment is closed off securely and any door fastened when the Equipment is not in use in relation to the Event;
- (t) not use any lighting, heating, cooking or other gas or electrical appliances of any kind without the prior written consent of Big Chief;

- (u) not interfere, tamper with or move any Third Party Equipment, including attempting to refuel any generators with a fuel not provided by the Third Party Supplier;
- (v) not to light, or allow to be lit, any fire, candle or other naked flame within or close to the Equipment without the prior written consent of Big Chief;
- (w) not to tamper with the structure of any part of the Equipment and not to affix or suspend from the Equipment any item whatsoever without Big Chief's prior written consent;
- (x) follow any instructions and guides provided by Big Chief and be responsible for the maintenance and safe custody of the Equipment during the Rental Period;
- (y) be the dedicated health & safety officer for the Event or nominate a third party for this role and provide Big Chief with the details of such nominee (**H&O Officer**). The Customer shall be responsible for ensuring the H&O Officer has received all documentation from Big Chief to allow the H&O Officer to fulfil his/her duties fully; and
- (z) arrange security for the Equipment during the Rental Period.

7.2 The Customer acknowledges that Big Chief shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer, its guests or its contractors and the Customer shall be responsible for any losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of this agreement.

7.3 In the event the Customer is unable to obtain the consents and permissions that may be required under clauses 7.1(p) and 7.1(q) the Customer shall notify Big Chief and Big Chief may terminate this agreement with immediate effect. The Customer shall be responsible for any losses or costs caused by the absence or misrepresentations of the consents and permissions required by clauses 7.1(p) and 7.1(q).

7.4 Before Big Chief can dismantle the Equipment following the Event, the Customer must clear the Equipment of all debris, rubbish, broken glass and personal belongings. If the Customer fails to clear the Equipment to Big Chief's satisfaction, the Customer shall be liable to pay a £500 cleaning fee.

7.5 The Customer may zip open blanking panels subject to the prior written consent of Big Chief.

7.6 For the avoidance of doubt, the Customer is responsible for all loss or damage to the Equipment resulting from wilful neglect, malicious acts, failure to adhere to any special security arrangements as notified by Big Chief to the Customer from time to time and any breach of clause 7.1.

## **8. WARRANTY**

8.1 Big Chief warrants that the Equipment shall substantially conform to its specification (as made available by Big Chief), be of satisfactory quality and fit for any purpose held out by Big Chief. Big Chief shall use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself during the Rental Period, provided that:

- (a) the Customer notifies Big Chief of any defect immediately upon becoming aware of the defect;
- (b) Big Chief is permitted to make a full examination of the alleged defect;
- (c) the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than Big Chief's authorised personnel;
- (d) the defect did not arise out of any information, design or any other assistance supplied or furnished by the Customer or on its behalf; and
- (e) the defect is directly attributable to defective material, workmanship or design.

8.2 Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by Big Chief, the Customer shall be entitled only to such warranty or other benefit as Big Chief has received from the manufacturer or third party supplier.

8.3 For the avoidance of doubt, Big Chief offers no warranties in respect of any Third Party Equipment.

## **9. LIABILITY**

9.1 Without prejudice to clause 9.2, Big Chief'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 total Rental Payments.

9.2 Nothing in this agreement shall exclude or in any way limit:

- (a) either party's liability for death or personal injury caused by its own negligence;
- (b) either party's liability for fraud or fraudulent misrepresentation; or
- (c) liability for any breach of the terms implied by the Consumer Rights Act 1974 or any other liability which cannot be excluded by law.

9.3 This agreement sets forth the full extent of Big Chief's obligations and liabilities in respect of the Equipment and its hiring to the Customer.

9.4 If Big Chief arranges for Third Party Equipment to be supplied by a Third Party Supplier for, on behalf of or at the request of the Customer, the Customer acknowledges that in no event shall Big Chief be liable for any loss (whether direct or indirect) caused to the Customer arising out of or in connection such Third Party Equipment.

## **10. TERMINATION**

10.1 The Customer shall be entitled to terminate this agreement, in writing (in the form set out in the Annex), with immediate effect within 14 days of the Effective Date.

10.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;
- (c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) or suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being an individual);
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent

amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- (g) the other party (being an individual) is the subject of a bankruptcy petition or order.

10.3 This agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment.

## **11. CONSEQUENCES OF TERMINATION**

11.1 Upon termination of this agreement in accordance with clause 10.1, Big Chief shall reimburse the Customer all sums paid by the Customer to Big Chief by way of the Deposit or otherwise.

11.2 Upon termination of this agreement, however caused Big Chief shall be under no obligation to supply the Equipment. In the event the Equipment has been supplied then upon termination Big Chief's consent to the Customer's possession of the Equipment shall terminate and Big Chief may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located.

11.3 Upon termination of this agreement pursuant to clause 10.2, any other repudiation of this agreement by the Customer which is accepted by Big Chief or for the Customer's default pursuant to clause 10.3, without prejudice to any other rights or remedies of Big Chief, the Customer shall pay to Big Chief on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable less any amounts already paid (e.g. the Deposit).

11.4 If the Customer terminates this agreement more than 14 days after the Effective Date and up to 45 days before the Delivery Date, the Customer shall pay to Big Chief on demand a sum equal to 50% of the total Rental Payments that would (but for the termination) have been payable less the Deposit (if already paid).

11.5 For the avoidance of doubt, if this agreement terminates within the 45 day period prior to the Delivery Date, the total Rental Payments shall be payable by the Customer to Big Chief less any rental payments (including the Deposit) paid up the date of termination.

11.6 The sums payable pursuant to clause 11.3, 11.4 and 11.5 shall be agreed compensation for Big Chief's loss.

11.7 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

## **12. CONFIDENTIAL INFORMATION**

12.1 Both parties undertake not to disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the disclosing party (**Disclosing Party**) (or, in the case of Big Chief, of any member of the group of companies to which Big Chief belongs), except as permitted by clause 12.2.

12.2 The receiving party (**Receiving Party**) may disclose the Disclosing Party's confidential information:

- (a) to its representatives, advisers or contractors who need to know such information for the purposes of carrying out the obligations under this agreement. The Receiving Party shall ensure that its representatives, advisers or contractors to whom it discloses the Disclosing Party's confidential information comply with this clause 12; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Neither party shall use confidential information for any purpose other than to perform its obligations under this agreement.

12.4 All content within this document or any documents sent from Big Chief to the Customer are owned by Big Chief and as a result, copying, publishing or distributing of this content is strictly prohibited.

## **13. ASSIGNMENT AND OTHER DEALING**

This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

## **14. ENTIRE AGREEMENT**

14.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties,

representations and understandings between them, whether written or oral, relating to its subject matter.

14.2 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

14.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

**15. VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**16. NO PARTNERSHIP OR AGENCY**

16.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

16.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**17. FURTHER ASSURANCE**

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

**18. COUNTERPARTS**

18.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

18.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of



the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

**19. THIRD PARTY RIGHTS**

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

**20. NOTICES**

20.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by fax to its main fax number.

20.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- (c) if sent by fax, at 9.00 am on the next Business Day after transmission.

20.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**21. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **22. RIGHTS AND REMEDIES**

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **23. SEVERANCE**

23.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

23.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **24. GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **25. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

**I AGREE TO THE ABOVE TERMS & CONDITIONS OF HIRE FROM BIG CHIEF TIPIS LTD.**

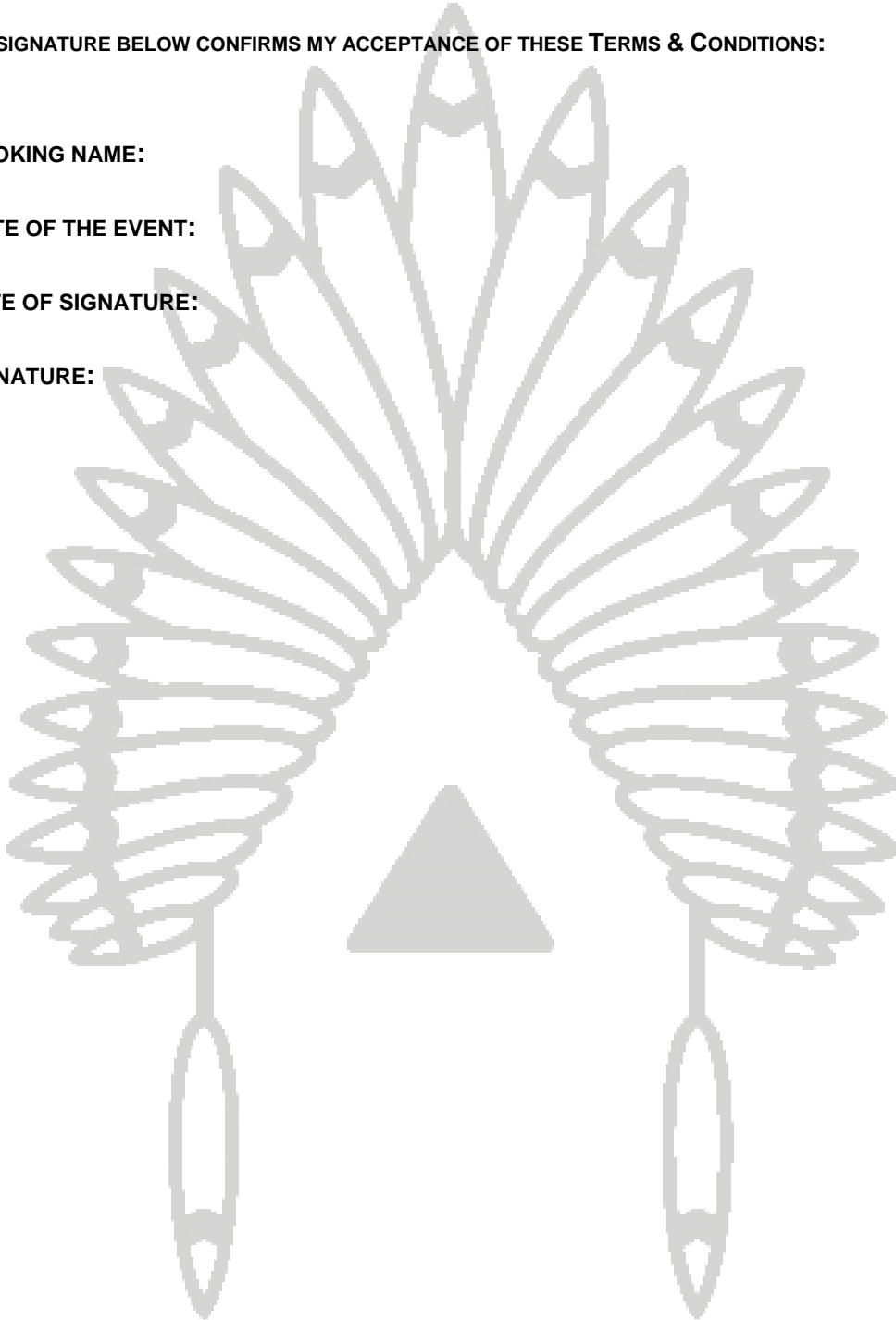
**MY SIGNATURE BELOW CONFIRMS MY ACCEPTANCE OF THESE TERMS & CONDITIONS:**

**BOOKING NAME:**

**DATE OF THE EVENT:**

**DATE OF SIGNATURE:**

**SIGNATURE:**



Annex

If you choose to cancel your booking with Big Chief within 14 days of signing this agreement, then please follow the steps below...

**CANCELLATION RIGHTS**

Once you have signed this agreement you will have, for a period of **14 days**, a right to cancel this agreement.

You can do this by sending or taking written notice of cancellation, in the form below, to:

Hayley Harthern  
Big Chief Tipis  
Unit One Jubilee Works  
Vale Street,  
Bolton  
BL2 6QF

or

Email: [hayley@bigchieftipis.com](mailto:hayley@bigchieftipis.com)

If you cancel this agreement within 14 days of signature all monies paid by you to Big Chief Tipis shall be refunded.

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**Notice of Cancellation**

**If you wish to cancel this agreement within 14 days of signature, please complete the form below and send it to Big Chief in accordance with the instructions above.**

I/We hereby give notice that I/We wish to exercise my/our right to cancel the hire agreement between me/us and Big Chief Tipis which is regulated by the Consumer Credit Act 1974.

Please sign and date this Notice of Cancellation.

Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_