Life's a Pitch

Contract for Hire by Users March 2023 v2

"We" are:

Richard Burkitt trading as Life's a Pitch whose trading address is at Aylesford, Kent.

("Life's a Pitch")

"You" are:

The customer who receives Services and/or hires the Equipment from us (and where there is more than one person, they shall be jointly and severally liable).

("Client")

These are the Terms & Conditions subject to which we allow you to hire our Equipment and provide our Services. By progressing with this agreement as set out in our Checkout Page you are accepting these Terms in full.

1. Definitions

In this agreement:

"Charge(s)"	Means the fee to hire the Equipment and for our Services.
"Booking Fee"	Means a proportion of the Charges paid by you to us at the commencement of this agreement to secure the Services and the Equipment for a specific date for your Event and to allow Life's a Pitch to commence work.
"Event"	Means the event, wedding, party, or function at which Services and Equipment will be provided.
"Equipment"	Means any temporary structure (tipi, marquee, tent or covering) and relevant fixings, floorings, or other required equipment such as generators, toilets, furniture, or fittings, for the Event in accordance with the Checkout Page and any ancillary Services.
"Hire Period"	Means the period of time in which you are entitled to possession of the Equipment. This will be as identified on the Checkout Page, unless agreed otherwise in writing.
"Checkout Page"	Means the page on our website showing a price and Equipment and Services offer by us, based on your instructions. It sets out the Charges.
"Services"	Means the hire of Equipment and includes any ancillary Services we provide to you under this agreement.
"Site"	Means the place where the Equipment is to be used by you and/or the location of the Event.
"Terms"	Means these Terms and Conditions.

2. The Basic Contract

2.1. This is a hire agreement. You must be at least 18 years of age. We own the Equipment and hire it to you for the Hire Period, for a Charge. You may not deal with the Equipment in any way which is contrary to our ownership of it. If you do, you will be in breach of this agreement and will also be committing a criminal offence.

2.2. The Hire Period is set out on the Checkout Page and is usually a period of days or hours around the date of the Event. The Hire Period can be extended with an additional Charge thereafter by agreement in writing.

2.3. The Checkout Page is an invitation to hire. Neither of us is bound to a legal agreement until you accept and confirm this agreement and pay the Booking Fee.

2.4. The Services are provided under a contract for services.

2.5. The Terms and the Checkout Page together contain the entire agreement between us and supersede all previous agreements and understandings between us. By signing, or instructing us to progress with the Services, you accept the Checkout Page and the Terms.

2.6. Risk in the Equipment passes immediately to you when the Equipment leaves our possession, and you occupy and or use the Equipment. That means you are responsible for taking care of it – see clauses below. You remain responsible until the Equipment is vacated by you and you leave the Site.

2.7 If the Equipment is returned to us damaged, broken, soiled, or harmed, or where there is evidence of smoking, or where the Equipment is left open upon departure (cl 3.14) we shall invoice you the cost to repair or replace the Equipment.

2.7.1 If the Equipment is soiled by bodily fluids in any way, you will be required to pay a sum of £250.00 to deep clean, replace or repair the Equipment thus soiled.

2.8 Our invoice for such repair or replacement fee will be sent to you for payment within 14 days of the Event, and we may recoup payment for such invoice from any payment card (via the payment platform you have used for the original transaction) in accordance with the payment platforms terms and conditions, where possible.

2.9 A price list with the replacement or repair costs for the items we hire to you is available from us on request.

2.10 The Equipment we provide for the Hire Period is at your risk, and you are recommended to insure it for the Hire Period.

3. Client's Other Obligations

You agree that you will:

3.1. not permit any other person to use the Equipment outside the scope of the Services and/or the Event without our written consent.

3.2. not take the Equipment away from the Site without our consent.

3.3. use the Equipment with care, and to keep the Equipment safe. This means you will only use the Equipment in line with our instructions.

3.4. return the Equipment to us in the condition in which we delivered it to you.

3.5. not attempt to repair or clean the Equipment without our consent.

3.6 not use any electrical appliances inside the Equipment without our prior consent.

3.7 not attempt to reposition any heating sources or electrical sockets from the positions we leave them in immediately before the Event.

3.8 not have any naked flame inside the Equipment or within 3 metres of the outside. This includes and is not limited to candles and cooking equipment, campfires and smoking.

3.9 not to allow any animals inside the Equipment (unless registered assistance dogs with our approval)

3.10 keep all doors and windows zipped when not in use and during wet weather.

3.11 remove footwear on entering the tent.

3.12 not tamper with the structure or any part of the Equipment and not to affix or suspend from the Equipment any items whatsoever without our prior consent. You must not pin anything to the Equipment linings or use adhesive materials on our Equipment.

3.13 remove all rubbish and personal effects prior to our arrival to remove the Equipment from Site or at the end of the Hire Period.

3.14 leave doors and windows zipped closed on departure.

4. Charges and Booking Fee: Payment Procedure

4.1. All Charges are specified in the Checkout Page.

4.2. All the payments of the Charges are made via our preferred payment platform (and subject to its own T and Cs) and in accordance with this clause and Clause 13 below.

4.3. The Charges (which include the Booking Fee) shall be paid by you to us on entering this agreement. The Booking Fee is 25% of the Charges and covers our costs in processing the booking. It is non-refundable unless you cancel the agreement in accordance with Clause 5.

5. Cancellation Terms: Equipment

Under consumer law, you have a right to cancel this hire agreement. You may exercise the cancellation right under following conditions:

5.1. This agreement comes into existence on the day you accept the Terms and pay the Booking Fee set out in clause 4.

5.2. As required by the Regulations, details of our after-hiring service and guarantees, if any, are given along with these Terms.

5.3. You may cancel this agreement within 14 days of entering into it. That means we will not be able to hand over the possession of the Equipment for 14 days. In the event of cancellation within this 14-day period, the Charges that you have paid will be returned to you.

5.4. In the event of cancellation beyond the 14-day period set out in Clause 5.3, Clause 6 will apply.

5.5 If you request to take possession of the Equipment within 14 days of entering into this agreement, we may still provide the Equipment to you, but you shall be deemed to have waived your right to cancel. Your right to cancel under this clause will therefore be no longer available to you, and clause 6 shall apply.

6. Cancellation Terms: Services

6.1. The Services can be cancelled by either party in writing or by email subject to the matters set out in this clause.

6.2. If Life's a Pitch cancels the Services, save as set out at clause 12.2 or 12.3, any Charges paid will be repaid to the Client within 14 days of cancellation, and no further refunds, sum or compensation will be payable to the Client by Life's a Pitch arising from such cancellation.

6.3. If the Client seeks to cancel the Services more than 14 days after entering into the agreement but also more than 1 month before the Hire Period commences, then the Booking Fee shall be forfeited. The balance of the Charges will be refunded to you within 14 days. No further sums will be due from the Client to Life's a Pitch.

6.4. If the Client seeks to cancel the Services less than 1 month before the Hire Period commences, then the Booking Fee will be forfeited, and any expenses incurred as at the date of cancellation must also be paid by the Client. In addition, a cancellation fee will be immediately due, which shall be 100% of the Charges, and therefore there will be no refunds.

7. Equipment Not as Ordered

7.1. We shall use all reasonable endeavours to ensure that:

7.1.1. the Equipment complies with its description on the Checkout Page; and

7.1.2. is of satisfactory quality and/or fit for purpose.

7.2. Immediately upon taking possession of any Equipment, you should examine it and satisfy yourself that it complies with the Checkout Page and has arrived in safe, clean and usable condition.

7.3. If you find any defect in the quality or quantity of the Equipment, or a failure to comply with the Checkout Page, or any defective Equipment, you must immediately inform us of that defect, stating the fault and when it arose.

8. Breakdown and Repair

8.1. You must inform us immediately of any problem or defect with the Equipment.

8.2. We will, as soon as practicable, repair or replace Equipment showing a defect.

8.3. If we repair or replace Equipment, you have no additional claim against us in respect of the defect or problem.

8.4. If you have been negligent in your care or use of the Equipment, you will pay us for appropriate replacement Equipment of the same quality without deduction for depreciation or use, and we shall be entitled to deduct or demand sums as set out above in clause 2.

9. Loss or Damage Caused by Third Parties

9.1. You must inform us immediately if the Equipment is stolen or damaged by a third party.

9.2. You undertake to report the theft to us and to the Police, and after that to co-operate with us and with the Police so far as your help may be required.

10. Disclaimers and Limitation of Liability

10.1. Conditions, warranties or other terms implied by statute or common law are excluded from this agreement to the fullest extent permitted by law.

10.2. We are not liable to any person in any circumstances if at any time:

10.2.1. the Equipment has been damaged in any way whatever;

10.2.2. the Equipment has been repaired or serviced by someone not authorised by us to provide that service.

10.2.3 the Equipment has not been used by you as instructed by us.

10.3. We shall not be liable to you for any loss or expense which is:

10.3.1. indirect or consequential loss; or

10.3.2. economic loss or other turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.

10.4. Except in the case of death or personal injury, our total liability, arising in any way out of this agreement, shall not exceed the value of the Charges (for the Equipment and the Services) or a proportion of the Charges. This applies whether your case is based on contract, tort or any other basis in law.

10.5 If Life's a Pitch is limited or hindered from providing any Goods or Services booked by the Client due to circumstances beyond its control eg. government intervention, civil disturbance, war, national or local disaster, strikes, labour disputes, epidemic or pandemic, then the liability of Life's a Pitch to the Client shall not exceed the amount paid by the Client for the Services. The Booking Fee shall be non-refundable, (being an approximation of the value of Services already rendered and or just expenses incurred) and Life's a Pitch shall (where the value of the Services already delivered to the Client, or the just expenses incurred, is greater than the value of the Booking Fee) be entitled to be paid additionally for all Services delivered to the Client up to that point. Life's a Pitch shall not be liable for any additional losses incurred by the Client in such circumstances.

10.6 We shall not be liable, and you will be responsible to pay us for the full hire charge as a result of any of the following events: (i) the site being unsuitable e.g. water logged, covered by snow, or (ii) the site being unavailable at time of delivery or (iii) adverse wind and weather conditions, including Met Office forecasted conditions or (iv) loss or damage to equipment by fire or flood, unless we agree differently in writing with you.

11. Postponement requests

If the booking is directly affected by coronavirus restrictions, we will work with you to postpone/rearrange the dates for the Services to be delivered at no additional cost. If the booking is postponed/re-arranged on more than one occasion, we reserve the right to charge an additional administration fee of £50.00 to re-process the booking.

12. Termination

This agreement terminates on the first to happen of the following events:

12.1. at the expiry of a fixed Hire Period set out on the Checkout Page or in this agreement, or any extension of it;

12.2. if the payment of the Charges is not made in accordance with these Terms and in this respect, time is of the essence. This means if you do not pay on time, we are entitled to stop work or to provide no further Services or the Equipment until we are paid (see clause 13.2 below) and/or to cancel your booking, at our absolute discretion.

12.3 if the Client commits a material breach of any of these Terms and fails to remedy the breach within 14 days of being notified in writing; or the Client makes any statements or behaves in any way or requests Life's a Pitch to undertake any actions that are discriminatory, illegal or immoral; or if the Client enters into any form of insolvency arrangement or suspends their business.

12.4 Upon termination, the Client shall immediately pay any outstanding Charges to Life's a Pitch.

13. Miscellaneous Matters

13.1. Your acceptance of the proposal on our Checkout Page on the website and or instructions to proceed with the Booking will constitute an acceptance in full of these Terms.

13.2. The Charges will be paid after invoices rendered from time to time. Payment terms are 'on invoice', and payment is not deemed to have been made until the Charges have been paid in full. If payment is not made in full and within time, the Services may be suspended and payment in advance may be required before the Services are recommenced.

13.3. If payment is not made in accordance with the above clauses, Life's a Pitch reserves the right to charge an administration fee of £50 and interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made.

13.4. Each party will keep the confidential information of the other party and any third party confidential and secret, and only use it for the purposes of supplying the Services or making proper

use of the Services. Each party recognises and accepts its obligations with the regard to the control and processing of personal data under the current data protection legislation and regulations. For more information on this, please see our Privacy Notice on our website https://lifesapitchkent.co.uk/privacy-policy/

13.5. The Client grants to Life's a Pitch, consent to use any work including photographs created as part of the Services to show off their services and designs, together with the right to display images as part of their portfolio and to write about the Services on websites, and in their marketing materials. If the Client does not wish to grant this consent, they must confirm this in writing within 7 days of entering into this agreement.

13.6. Nothing in the Terms is intended to create a partnership or joint venture between Life's a Pitch and the Client, and no party has the right to act as agent for the other or to bind the other party in any way.

13.7. Variations to the Services, may only be agreed in writing. Services outside the scope described on the Checkout Page will attract additional charges. Any changes to the date of the Event will be agreed subject to our availability and clause 11 but will otherwise constitute a cancellation and Clause 6 shall apply unless we agree differently in writing.

13.8. Following the conclusion of the Services, Life's a Pitch may wish to contact the Client to request testimonials, recommendations, or feedback on the Services. By agreeing the Terms, the Client is consenting to that contact by Life's a Pitch after the conclusion of the Services.

13.9. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

13.10 The validity, construction and performance of this agreement shall be governed by the laws of England and Wales.