

## **TENT USE AND HIRE CONDITIONS, TERMS OF TRADE & DEFINITIONS**

### **Responsibilities:**

Are dependant on final use (e.g.; hire of tent as opposed to “show” presentation) and subject to contractual agreement.

Note too the Advance Site Survey Document and pages in Method Statements on On-Site monitoring/ pre-public access /daily checks during event. All activities should be risk assessed and abide by current H&S regulations etc.

### **The Contractor:**

“BigTopMania” is responsible for the safe design, erection and dismantling of the structure and associated facilities and for the safe practice of all contracted activities. **We will do everything in our power to fulfil our contractual responsibilities.**

### **The Client:**

Meaning the hirer (their agent or event organiser) is responsible for the safety of all users and members of the public.

### **BigTopMania will supply:**

All necessary staff and equipment as agreed and documentary evidence provided upon request including; fire and structural certification, tent plans and programme, method statement for safe working practices, details of insurance, risk assessment and any more information as needed by event organisers/ safety officers/ local authority/ licensing/ police etc.

### **Engagement Period:**

Meaning; the period of engagement or hire commences upon arrival on site of staff with all or part of the equipment provided, ending when all equipment has been removed from the site. (Site: Meaning the location of work.)

### **Equipment:**

Meaning; all necessary items, equipment and belongings of BigTopMania and associates supplied under contract for compliance of works.

### **Damage to site:**

The client is responsible for ensuring adequate access to the site and for informing BigTopMania of any underground services.

BigTopMania will not be held responsible for damage caused during hire or use. (E.g. re-seeding)

### **Site Access:**

BigTopMania or its representatives will have unobstructed access to the site at all times. This is an important H&S safety issue.

In sealed-site circumstances the Client will take steps to ensure this is possible.

At ticketed events this may mean a supply of tickets /passes/ vehicle parking/ onsite parking for our crew and vehicles.

Vehicles can get stuck off road, thus good towing vehicles or tractors may be occasionally needed.

### **Liability and Insurance:**

The Client/event organiser is responsible for full event Public Liability Insurance and is to indemnify BigTopMania against all claims for damage or loss to property and third parties for duration of event. (With the exception of death or injury caused by the negligence of BigTopMania)

The Client may like to insure all equipment supplied under contract for the duration of the hire. The kit is insured but clients are asked to look after items as if they are their own.

Damages /or missing items may be charged for. Excess cleaning charges may apply.

### **Verbal contracts & agreements will be followed up by written contracts for signing and return:**

Engagements are deemed to be complete subject to contract agreement and signing and upon receipt of 25% deposit if more than one calendar month prior to engagement (Retained in client deposit account, generally non-refundable unless exceptional circumstances).

The remaining balance is to be paid upon completion of erection and commencement of event, by cash or bankers draft only.

Cheques are only acceptable for final payment if paid and received 14 days prior to event.

For bookings within one calendar month of engagement payment in full should accompany the returned signed booking form.

### **Cancellation:**

In the unlikely event of cancellation, once contractually agreed, BigTopMania reserves the right to charge the full fee if cancelled within one calendar month of event. Proportional fees may be charged for earlier cancellations and cancellations can only be accepted in writing. NB; Email, text and verbal contracts apply.

### **Force Majeure:**

BigTopMania accepts no liability or responsibility for non-fulfilment due to war, civil commotion, riot, adverse weather conditions, force majeure, fire, breakage, local authority or government controls, labour difficulties, scarcity of materials or any other conditions beyond our control. Bigtopmania accepts no financial responsibility for loss of client earnings or client costs if for example, a theatre performance or event due to be staged in a tent cannot go ahead.

**Further client responsibilities:** (nb we can send plenty of guidance eg our "Monitoring during Event" & "Daily Check List")

**Under no circumstances** should the client tamper with, or make any modifications to the structure, without consultation with BigTopMania or representative. These things may be possible but please ask first.

This refers in particular to: Exits and Entrances, Guy Lines, Wall bracing (Side lines), Removal of anchorage (stakes), Removal of wall panels, Additional loads on King Poles or Ridge Bar, Introduction of flammable materials, Use of naked flames.

The Tent should be ideally closed off and secured when not in use.

**DO NOT USE;** Selotape, duck tape/gaffa or **especially** parcel wrap tape to stick items onto walls or poles please. It's all a total nightmare to get off and can ruin the walling.

Staples and drawing pins aren't a good idea either!

There may be items for disposal at the end of hire, eg soiled groundsheets & carpets.

The tent master is fully available to discuss any requirements or modifications that the client has.

The matter will be discussed and advice offered based upon good practice and compliance with regulations and guidelines.

NB>>**Parking** as close to site will be required-and its very nice/important to have access to **toilets, water, refreshments** etc.

*The Tent Master is:*

- *The designated safety officer during BigTopMania operations.*
- *Fully responsible for monitoring safe erection and health & safety of all operations.*
- *Reserves the right to amend operations in consideration of the above factors.*