

Version: August 2014

Email: sales@campinggearhire.co.uk Tel: 0800 689 1805

# Terms and Conditions for hire of tents and camping equipment from Camping Gear Hire Ltd.

#### 1a. Definitions

This Hire Agreement is for the hire of tents and camping equipment ("Tents & Equipment") and the sales of goods ("Goods"), and the parties to the Contract are:

- i. The person, company, organisation or group hiring the Equipment ("Hirer") and/or purchasing the goods ("Customer")
- ii. Camping Gear Hire Ltd (Registered No: 9047476) with registered offices at Brook Farm, Murthering Lane, Navestock, Essex, RM4 1HL
- iii. CampingGearHire.co.uk is a division of Camping Gear Hire Ltd for the hire of "Tent & Equipment".
- iiii. Any condition deemed invalid will not affect other conditions. Nothing in the Contract is intended to limit a consumer's existing legal rights.

#### b. Extent of Hire Agreement and Cancellation

The Hire Agreement is not assignable and is effective when Camping Gear Hire Ltd accepts the Hirer's and Customer's detailed order. Camping Gear Hire Ltd reserves the right to charge for cancellation. Maximum hire period is 21 days. (Longer hire periods can be negotiated).

### c. Ownership of Equipment and Goods

Equipment hired remains the property of Camping Gear Hire Ltd at all times. All goods purchased remain the absolute property of Camping Gear Hire Ltd until such time as full payment has been received from the Customer.

## 2. HIRE CHARGES

#### a. Basis of charging

The stated hire charges within the Invoice are for the duration of the Hire Agreement and include Saturdays, Sundays and Public Holidays. The first day will be the day the customer can expect to take delivery or collect the order and the last day will be the day the customer must await the courier service to make collection of the order or the equipment is returned. A day either side of the hire is given free to allow handling and transportation time. The minimum hire period is **two** nights.

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#### b. Transport charges

Delivery and collections including attempted calls are chargeable. If Tents & Equipment is not available on the agreed return date then the security deposit will be used to pay for additional collections.

#### c. Security Deposits

Upon booking a damage deposit is required for all Tent & Equipment hire, and will be added to the shopping cart through the website or the invoice. Once the equipment has been returned it will be checked and if all in good condition the damage deposit refunded to the Hirer within 7 days. The deposit amounts are dependent on the hire cost and length of hire as follows;

Hire Cost	Deposit
£0-£200	£100
£200-£400	£200
£400-£600	£300
£600-£800	£400
£800+	£500

Where damage, beyond normal wear and tear, has been incurred, then the repair, extreme cleaning and replacement charges will be made against the Hirer's deposit. The Hirer will be notified in this instance.

#### Indicative charges:

- Replacement value of tents: £250 £350 dependent on model
- Replacement of tent pole section: £15
- Repair to groundsheet: £5 per hole
- Replacement of tent pole elastic: £15
- Replacement aerobed: £60 (single) £90 (double)
- Extra cleaning (beyond usual check and brush out between rentals): £11.00 per hour

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• Vandalism or Graffiti of any hired equipment: Forfeit of full deposit

#### d. Loss of Equipment

Camping Gear Hire Ltd will treat Tents & Equipment unavailable for inspection after reasonable notice as lost. The Hirer will pay a replacement charge for Tents & Equipment, as stated in above table.

#### e. Theft of Tents & Equipment

Theft of Tents & Equipment must be reported to the Police and a crime reference number obtained. The Hirer must notify Camping Gear Hire Ltd within 24 hours of the theft and write to Camping Gear Hire Ltd. Brook Farm, Murthering Lane, Navestock, Essex, RM4 1HL or email: <a href="mailto:sales@campinggearhire.co.uk">sales@campinggearhire.co.uk</a>.

# 3. DELIVERY / COLLECTION

#### a. Delivery of Hire orders and Goods orders

Delivery of the order to the Hirer's selected address or collection is the first day of the hire order. When forming part of a Hire order, Goods will be delivered along with the hire order. Delivery will be made to the Hirer's preferred delivery address, which may be their home address or place of work. Occasionally, it may be possible to agree for delivery direct to a campsite, but it will be the responsibility of the Hirer to make arrangements with the campsite owner.

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b. Collection of Hire orders

Collection of the order is defined as being on the last day of the hire order.

Collection should be from the same address as the delivery address.

c. Charges

Delivery and Collection charges will be quoted on your invoice. (Collecting and

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returning in person bears no additional cost).

d. Coverage

Camping Gear Hire Ltd is able to offer the delivery/collection service to all mainland UK. This is not

a service available through the website and must me arranged separately by emailing us at

sales@campinggearhire.co.uk

4. PAYMENT

a. Payment Terms

Payment of any charges or any other sums due under the Hire Agreement shall be made upon

confirmation of the order for the Tents & Equipment. Payment shall not be deemed to have been

made until Camping Gear Hire Ltd has received cleared funds. If payment is not received within

this timeframe the order will be cancelled and the Hirer will be notified by email. Payment can be

made by Cash, Cheque or BACS transfer (details given on invoice).

5. CANCELLATION POLICY

The following charges apply in the event of cancelling a hire after payment has been taken:-

Time period before hire start date refund available:

Up to 21 days before 50% of the Hire Agreement

Less than 21 days before No refund on hire charges.

# 6. RETURNS POLICY - PURCHASED GOODS

Return or exchange of an item - 100% money back guarantee.

If you are not completely satisfied with your purchase, simply return the item to us in its original condition within 14 days of receipt.

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Returned items should be unused and must be returned in original packaging with all labels/tags attached and with any enclosed documentation. We will issue a full refund on receipt, excluding the original delivery charge. Alternatively, if preferred, we will exchange the item.

#### Please note:

Goods will only be accepted for return if they are despatched within 14 days of delivery, unless we have notified you otherwise.

The item is your responsibility until it reaches us. Therefore for your own protection we recommend that you send the parcel using a delivery service that insures you for the value of the goods.

The cost of returning the item to us is your responsibility.

Delivery charges are only refundable where goods are faulty and a refund is made.

# 7. HIRER'S RESPONSIBILITIES

#### a. Inspection and receipt of Tents & Equipment and Goods

The Hirer will sign to acknowledge receipt from the courier company at delivery. Any items missing or Tents & Equipment defects should be reported to Camping Gear Hire Ltd immediately by telephone on 0800 689 1805

#### b. Delivery/collection of Tents & Equipment and Goods

The Hirer will provide adequate delivery and collection access. The Hirer will make every effort to ensure that the tent is packed only when completely dry, so as not to cause undue damage to the material during transit back to Camping Gear Hire Ltd. The Hirer will need to ensure the Equipment is re-packed suitably for courier transportation back to Camping Gear Hire Ltd, usually in the original packaging. The courier company or Camping Gear Hire will supply suitable labels.

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c. Security of Equipment

The Hirer accepts responsibility for Tents & Equipment security until its collection and undertakes

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not to sell or relinquish possession, alter, repair or modify it in any way. Unless given specific

permission to do so by Camping Gear Hire Ltd.

d. Safe use of Equipment

The Hirer is responsible for the safe and correct operation of Tents & Equipment (using the

pitching and other operating instructions supplied) by competent persons not under the influence of

alcohol or drugs. The Hirer will ensure any non-Camping Gear Hire Ltd Tents & Equipment used in

conjunction with the Tents & Equipment also conforms to safety requirements.

MANUFACTURERS WARNING the material is fire retardant but not flame resistant. Therefore do

not smoke or cook food inside the tent.

The Hirer will ensure the equipment is used in a safe manner, and will not have any naked

flames or smoking within the Tents.

The Camping Gear Hire risk assessment is available on the website.

8. CAMPING GEAR HIRE'S RESPONSIBILITIES

a. Hire rates

Camping Gear Hire Ltd will maintain the agreed hire rates for the duration of the Hire Agreement.

b. Safety and operating instructions

Tents & Equipment will have instructions included within the packaging.

c. Cleaning and inspection of Tents & Equipment

Tents & Equipment will be inspected after each hire, so it is ready for the next hire in good usable

condition. The Hirer must ensure that the inside of the tent is kept clean and swept out if possible

before packing. Additional tent pegs are supplied with each tent.

#### d. Delivery and collection

Camping Gear Hire Ltd will instruct its courier company to deliver and collect Tents & Equipment (and Goods if part of order) as per the days confirmed in the order. Where the order is for Goods only, these will be despatched within 48 hours of payment received, unless advised otherwise. Should the courier company fail to comply, Camping Gear Hire Ltd will make every effort to get the order to you and make alternative arrangements in accordance with the Hirer's and/or Customer's request.

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#### e. Limitation of liability

The limit of liability in respect of defect or failure of equipment or goods is limited only to making good such defect by repair or replacement, at Camping Gear Hire Ltd option. The liability of Camping Gear Hire Ltd for claims made by the Hirer does not extend to any unforeseeable financial loss caused by late or non-delivery of Equipment, unsuitability, breakdown or lawful repossession. Please also take note:

**MANUFACTURERS WARNING** No tent material is 100% waterproof and in extreme weather conditions some leakage may occur around openings and seams.

The liability of Camping Gear Hire Ltd does not extend to any personal possessions or equipment damaged or lost from a tent whilst on hire, how so ever caused. The Hirer should ensure they have adequate insurance to cover such lose or damage.