

BOHEMIA CANVAS

WE MAKE BEAUTIFUL TENTS

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OUR TERMS

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

- (a) **Booking Deposit Invoice:** is a final form, agreed copy of your order for Services as attached to these Terms;
- (b) **Event Outside Our Control:** is defined in clause 9.2;
- (c) **Equipment:** the marquee/s and ancillaries specified overleaf and in the Booking Deposit Invoice;
- (d) **Install/Installation:** the delivery and erection of the Equipment at the Site;
- (e) **Installation Date:** the agreed date for the installation of the Equipment as set out in the Booking Deposit Invoice or as otherwise agreed in writing between the parties to this agreement;
- (f) **Services:** the services that We are providing to you as set out in the Booking Deposit Invoice;
- (g) **Site:** the location for the delivery of the Services and the Equipment as specified in the Booking Deposit Invoice;
- (h) **Terms:** the terms and conditions set out in this document; and
- (i) **We/Our/Us:** LPM Bohemia – The Tent Company Ltd (company number 05439801) of AGA Building, Lamberhurst Road, Horsmonden, Kent TN12 8DP (Registered office: Hilden Park House, 79 Tonbridge Road, Hildenborough, Tonbridge, Kent TN11 9BH)

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

2.1 These are the terms and conditions on which We supply Services to you.

2.2 Please ensure that you read these Terms carefully, and check that the details on the Booking Deposit Invoice and in these Terms are complete and accurate. If you think that there is a mistake or require any changes please contact Us to discuss. We will confirm any changes in the Booking Deposit Invoice, or if later in writing or by email, to avoid any confusion between you and Us.

2.3 These Terms will become binding on you and Us when:-

- (a) We send you the Booking Deposit Invoice, and

- (b) You pay an advance payment of 50% of the price of the Services (the “**Deposit**”),

at which point a binding agreement and contract will come into existence between you and Us.

- 2.4 We shall assign an order number to our contract with you (the “**Order**”) and inform you of it when we send you the Booking Deposit Invoice. Please quote the order number in all subsequent correspondence with Us relating to the Order.

3. **CHANGES TO ORDER OR TERMS**

- 3.1 We may revise these Terms from time to time in the following circumstances:

- (a) changes in our business or how We accept payment from you;
- (b) changes in relevant laws and regulatory requirements; or
- (c) upon written agreement with you.

- 3.2 If We have to revise these Terms further to clauses 3.1(a) or (b), We will endeavour to let you know by giving you written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 10 if you are not agreeable to such revisions.

- 3.3 You may make a change to the Order for Services at any time more than 1 month before the Installation Date by contacting Us. Where a change is requested less than 1 month before the Installation Date we will endeavour to meet your request but without obligation on our part.

- 3.4 Where you wish to change the scope of the Order further to clause 3.3:

- (a) you shall supply to Us written particulars of the proposed change(s) (the “**Addition**”) and such further details as We may request;
- (b) if requested so to do, We will provide you with an estimate of the cost of the Addition, which may be expressed as a fixed cost for the Addition, on a ‘time and materials’ basis, or otherwise and the impact the Addition will have on any previously agreed timings (an “**Addition Estimate**”);
- (c) upon notification of the Addition Estimate, you may elect either:
 - (i) to accept such quotation, which may be done by e-mail, in which case the Order shall be deemed to have been amended to include the Addition Estimate as an addendum to its terms; or
 - (ii) to withdraw such proposed amendments in which case the Order shall continue in force unchanged.
- (d) if you determine that an Addition is to be carried out, by accepting the relevant Addition Estimate, the parties shall endeavour to ensure that full

particulars of that Addition are recorded in a written memorandum to be appended to the relevant Order as a document in the form of a schedule.

4. PROVIDING SERVICES

- 4.1 We will at Our expense Install the Equipment at the Site. You will arrange that you or your duly authorised representative will be present at the Installation. Acceptance by you or your representative of Installation will constitute conclusive evidence that you have examined the Equipment and have 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 We so require, you or your duly authorised representative will sign a receipt confirming such acceptance.
- 4.2 To facilitate delivery, installation and removal, You will at your expense provide all requisite facilities, access and suitable working conditions to enable delivery, installation and removal to be carried out safely and expeditiously.
- 4.3 We will make every effort to complete the Installation on time. However, there may be delays due to an Event Outside Our Control. See clause 9 for Our responsibilities when an Event Outside Our Control happens.
- 4.4 If We need further information from you which is necessary for Us to provide the Services, for example, access and working conditions, We will contact you about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required, or We may treat you as having cancelled this agreement. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If we treat you as having cancelled this agreement under this clause 4.4, the cancellation provisions of clause 10 will apply.

5. YOUR OBLIGATIONS TO US

- 5.1 You undertake to keep Us informed as to the existence of any drains, pipes, cables, conduits or services or works, whether overground or underground, likely to be affected at or in close proximity to the Site on which the Equipment is required to be Installed.
- 5.2 We exclude liability for, and You agree to indemnify Us against, the cost of making good or repairing the items referred to in clause 5.1, and all consequential losses, should any damage occur as a result of your failure to keep Us so informed.
- 5.3 You undertake to inform us of any geographical features of the Site or access which may involve abnormal time and/or labour on Our part.
- 5.4 You agree and undertake:

- (a) not to use the Equipment other than for the Services and the envisaged event;
- (b) not to do or permit to be done anything on the Site and in the vicinity of the Equipment which:
 - (i) is illegal;
 - (ii) is in contravention of governmental guidance, rules or regulations; or
 - (iii) may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to Us or to any owner or occupier of neighbouring properties;
- (c) to comply (and ensure that individuals under your control comply) with these Terms and any instructions or notices We give, and use reasonable efforts to ensure that any guests or other persons present at the Site whilst we are providing the Services so comply;
- (d) not to cause or permit to be caused any damage to the Equipment, including any furnishings or fixtures provided by us at the Site;
- (e) not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Equipment;
- (f) not to alter, move or interfere with any Equipment (including, but not limited to lighting, heating, power, cabling or other electrical fittings or appliances provided by us at the Site) or install or use additional heating, power, cabling or other electronic fittings or appliances without our prior written consent;
- (g) not to smoke or permit smoking (including e-cigarettes) anywhere in the vicinity of the Equipment;
- (h) not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Site or on the Equipment without our prior written consent, such consent not to be unreasonably withheld;
- (i) to use any equipment provided by Us, as specified for its proper purpose and in accordance with any instructions provided by us regarding its use;
- (j) to leave the Equipment in a clean and tidy condition and to remove your decorations, displays and any other equipment belonging to you from the Equipment after the Services and the envisaged event has concluded.

6. IF THERE IS A PROBLEM WITH THE SERVICES

6.1 In the unlikely event that there is any defect with the Services:

- (a) please contact Us and tell Us as soon as reasonably possible;
- (b) please give Us a reasonable opportunity to repair or fix any defect; and
- (c) We will use every effort to repair or fix the defect as soon as reasonably practicable.

You will not have to pay for Us to repair or fix a defect with the Services under this clause 6.1.

6.2 If you are a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

7. PRICE AND PAYMENT

7.1 The price of the Services are set out in the Booking Deposit Invoice.

7.2 The price of the Services may be increased if:

- (a) unforeseen difficulty involving abnormal time and/or labour on Our part is encountered with the Site selected by You for the Installation;
- (b) the scope of the Order or the Services provided changes further to clauses 3.3 and 3.4;
- (c) additional charges are incurred further to your failure to provide further information as set out in clause 4.4; or
- (d) additional costs, fees, charges or expenses are otherwise agreed in writing with you.

7.3 Any increase in the price of the Services or any additional costs, fees, charges or expenses further to clause 7.2 will be invoiced:

- (a) along with the payment of the balance for the Services and under the same payment terms as clause 7.5; or
- (b) separately after the Installation Date and payable within 14 days of your receipt of the invoice.

7.4 If the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay and increase or reduce the total accordingly, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

7.5 So that we can begin to provide you the Services you are required to pay the Deposit. This advance payment is required to cover various preparatory works essential so that the Services can be provided. These works include, but are not limited to, assessing specific infrastructure requirements in relation to the Site and so that the Installation can take place on the Installation Date; the ordering of goods requested further to the Services you have requested; preparation of health and safety documentation; liaising with and the ordering of sub-hired contractors; and further Site / prospective location visits. Your rights to a refund on cancellation are set out in clause 10. Payment of the balance for the Services must be made in cleared funds no later than 14 days before the Installation Date.

7.6 If you do not make payment of the balance for the Services or any sums owed further to clause 7.2 by the due date for payment, We shall be entitled at our sole discretion to either:-

- (a) charge interest on all overdue invoices, which shall be payable in respect of the full period from which the relevant invoice became due to the actual date of payment. Interest shall be charged at an annual rate of 8% above the then current base rate of Barclay's Bank PLC or the maximum rate permitted by statute, to accrue daily. You shall indemnify Us on demand in respect of all costs and expenses We incur (including legal costs) in connection with the recovery of monies owed by you to Us; or
- (b) treat you as having cancelled this agreement in which case the consequences of your cancellation are set out in clause 10.

8. OUR LIABILITY TO YOU

8.1 If We fail to comply with these Terms, We are responsible for losses or damage you suffer that are a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible or liable for any losses or damage that are not foreseeable and We will not be responsible or liable for any losses or damages that are indirect or consequential. Losses or damage are foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.

8.2 Our liability under this agreement or, where such claims relate to its subject matter, in tort (other than in respect of death or personal injury caused by our negligence or the negligence of our agents), shall not exceed the total amount paid by you under this agreement for the Services.

8.3 We shall not be liable for any loss or damage of whatsoever nature suffered by you arising out of or in connection with:

- (a) any act, omission, misrepresentation or error made by you or on your behalf;
- (b) any breach of your obligations under these Terms including, but not limited to, your obligations under clause 5; or
- (c) any cause beyond Our reasonable control including, but not limited to, an Event Outside Our Control.

8.4 Unless clause 5.2 applies We will make good any damage to your property directly caused by Us in the course of Installation or removal. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of Installation and/or removal by Us.

8.5 If we supply the Services for any commercial or business purpose We have no liability to you for any consequential losses including (but not limited to) loss of profits or

contracts, loss of business, business interruption, loss of anticipated savings, loss of goodwill or loss of business opportunity.

- 8.6 Nothing in these Terms limits any liability which cannot legally be limited and We do not exclude or limit in any way Our liability for:
- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation.
- 8.7 If we supply the Services for any commercial or business purpose but not otherwise We exclude our liability for:-
- (a) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - (b) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
 - (c) defective products under the Consumer Protection Act 1987.

9. EVENTS OUTSIDE OUR CONTROL

- 9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 9.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action or disputes by third parties (whether involving our workforce or that of any other party), failure of a utility service or transport network, act of God, civil commotion, riot, malicious damage, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications networks, compliance with any law or governmental order, rule, regulation or direction, accident, outbreak of a disease (including but not limited to Coronavirus), breakdown of plant or machinery or ICT infrastructure, or default of suppliers or subcontractors.
- 9.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms We will contact you as soon as reasonably possible to notify you and we will take steps to minimise the effects of any delay.
- 9.4 You may cancel the contract if an Event Outside Our Control takes place which causes a risk of a substantial delay to the provision of the Services and you no longer wish Us to provide the Services. If you chose to cancel the contract further to this clause your cancellation rights are detailed under clause 10.

10. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 10.1 You may cancel any Order for Services within 14 days of entering into this agreement by writing to Us and confirming your intention to cancel. We will confirm your cancellation in writing to you.
- 10.2 If you cancel an Order under clause 10.1 and you have made any payment in advance for Services that have not been provided to you, including the Deposit, We will refund these amounts to you.
- 10.3 If you cancel an Order for Services under clause 10.1 and with your authority We have already started work on your Order by that time or you have chosen to start receiving the Services during this time, you agree that you will pay Us any costs We have reasonably incurred in starting to fulfil the Order and / or the costs of any Services provided during this period, and that any such charge can be deducted from any refund that is due to you. We will tell you what these costs are when you contact Us.
- 10.4 You may cancel an Order after the expiry of 14 days and more than 4 months before the Installation Date by giving Us written notice, in which event you agree that the Deposit will be refunded less any costs We have reasonably incurred to fulfil the Order; we have incurred in connection with the discharge of Our obligations under the contract for Services and / or the costs of any Services provided to date (such costs to include, but not be limited to, administration, labour and transport costs essential so that the Services can be provided and the Installation can take place on the Installation Date (such as specific infrastructure requirements we have worked through in relation to the Site and any preparatory or prospective location visits); costs that we have already incurred on your behalf further to the provision of the Services; the cost of any bespoke goods or items provided to you; the costs of preparing any health and safety documentation; the cost of liaising with and the ordering of sub-hired contractors; and the cost of resources that have gone to waste further to your cancellation) (collectively “**Cancellation Costs**”). We will detail any Cancellation Costs after you have provided Us with your notice to cancel and we have calculated the same.
- 10.5 You may cancel an Order less than 4 months before the Installation Date by giving Us written notice, in which event you agree that the Deposit will not be refunded but will be retained by Us as an agreed assessment of our Cancellation Costs and our loss of profit.
- 10.6 You may cancel the contract for Services by giving Us written notice if:
- (a) We break this contract in any material way and We do not correct or fix the situation within 14 days of you asking Us to in writing;
 - (b) We go into liquidation or an administrator is appointed over Our assets;
 - (c) We change these Terms under clause 3.1 (a) or (b) to your material disadvantage,

and in which event We will refund the Deposit.

11. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 11.1 We may have to cancel an Order before the Installation Date due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens.
- 11.2 If We have to cancel an Order under clause 11.1 We will refund any amount you have paid.
- 11.3 Where We have already started work on your Order for Services by the time We have to cancel under clause 11.1, We will not charge you anything and you will not have to make any payment to Us.
- 11.4 We may treat you as having cancelled the contract for Services at any time with immediate effect by giving you written notice if:
- (a) you do not pay Us when you are supposed to as set out in clause 7.5. This does not affect Our right to charge you interest under clause 7.6; or
 - (b) you break the contract in any other material way and you do not correct or fix the situation within 7 days of Us asking you to in writing.

12. INFORMATION ABOUT US AND HOW TO CONTACT US

- 12.1 We are a company registered in England and Wales. Our company registration number is 05439801 and Our registered office is at Hilden Park House, 79 Tonbridge Road, Hildenborough, Tonbridge, Kent TN11 9BH. Our registered VAT number is GB 851 1685 26.
- 12.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 01892 725489 or by e-mailing Us at national@lpmbohemia.com.
- 12.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to LPM Bohemia – The Tent Company Ltd at AGA Buildings, Lamberhurst Road, Horsmonden, Kent TN12 8DP. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 13.1 We will use the personal information you provide to Us to:
- (a) provide the Services;
 - (b) process your payment for such Services; and

- (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

13.2 We will not give your personal data to any third party.

14. OTHER IMPORTANT TERMS

14.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

14.2 You may only transfer your rights or your obligations under these Terms to another person if We agree in writing to such a transfer.

14.3 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

14.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.5 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

14.6 These Terms are governed by English law. You and We both agree to submit to the exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland