



GLAMPING POLICY AND GUIDELINES

Terms and Conditions of Hire

Definitions

'Company' means Golazo Cycling Limited registered at 34 The Broadway, St Ives, Cambridgeshire, PE275BN (Company Number: 9686725) (“Golazo”);

'Customer' is the person hiring the equipment from the company.

'Equipment' is the bell tent(s) and other materials specified in the Invoice and nothing else.

'Hire Charge' is the amount payable by the Customer to the Company as specified on the Invoice.

'Invoice' is the form issued by the Company to the Customer requesting payment of the Hire Charge and containing details of the equipment and period of hire.

'Period of Hire' is the period between completing the set up of the bell tent(s) and the dismantling.

1. Conditions:

The order shall not be deemed to have been accepted until confirmed in writing by the Company. All orders are accepted subject to the terms and conditions of hiring stated below in this Agreement and the Customer by authorising or allowing work to proceed is deemed to have acknowledged these terms.

2. The Company Undertakes:

1. To deliver the Equipment and proceed to erect it on or before the set up date shown on the Invoice.
2. To dismantle and remove the Equipment from the site on or after the dismantling date shown on the Invoice.

3. The Customer Undertakes:

1. Not to enter or allow others to enter the Equipment whilst it is being erected or dismantled by the Company.
2. Not to use or allow any lighting, heating, cooking or other gas or electrical appliances without prior written consent of the Company.
3. Not to light or to allow to be lit, any fire, candle or other naked flame within or close to the Equipment without prior written consent from the Company.
4. To keep any part of the Equipment that is a tent completely closed and secure, in particular any door fastenings when not in use.
5. Not to tamper with the structure or any part of the Equipment and not to affix or suspend from the Equipment any items whatsoever without the Company's prior consent.
6. To ensure that no-one smokes in or within three (3) metres of the bell tent(s) or any other Equipment supplied.
7. To ensure that no animals are allowed inside the tents, without the previous consent in writing of the Company.
8. It is the duty of the Customer to provide, at the site of hire, a duly authorised representative to sign a written confirmation of the Goods returned to the Company at the conclusion or the Hire Period or at the point of Departure whichever is the earlier. If the Customer fails to provide for this the Customer will not be permitted to dispute subsequently the number and/or condition of the Goods returned to/collected by the Company upon the end of the Hire Period.
9. It is the responsibility of the Customer to ensure that all personal belongings should be removed from the Goods as no responsibility can be accepted for their safe custody by the Company.

4. Variations

1. The Company will use all reasonable endeavours to supply the Customer with the Equipment, but where this is not possible the Company will notify the Customer as soon as possible with any alterations to the design and the specifications of the Equipment.
2. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

5. Loss and Damage

1. The Customer shall throughout the period of hire be responsible for the maintenance and safe custody of the Equipment.
2. The Customer must be satisfied with the Equipment before use and should notify the Company of any miscounts, incorrect deliveries or unacceptable equipment before use. Failure to do so will be the responsibility of the Customer and not the Company. In the event of a problem, the Company shall use all reasonable efforts to rectify it with all reasonable speed and if that is not possible the Company shall refund so much of the Hire Charge as is reasonable in the circumstances.
3. The Customer shall pay the Company for the full amount of any loss or damage (including without limitation excessive soiling) howsoever and by whomsoever caused (including the cost of the Company having to purchase new Equipment if necessary), unless caused by negligence by the Company.

6. Damage to Site

1. The Hire Charge does not include making good any damage to the site unless caused by the negligence of the Company's employees, agents or contractors. This is the Customer's responsibility.

7. COVID-19 Pandemic

1. If the event is cancelled as a direct result of Government restrictions relating to COVID-19, we will roll your booking over to the equivalent available dates of the following year(s). Alternatively, if your event is cancelled with no plan for a future date, we will refund all monies paid, less any expenses already incurred by Golazo (i.e admin fee for processing refunds).

8. Cancellation

1. Either party will have the right to terminate this Agreement without penalty within fourteen (14) days from the date the Company confirms the Customer's order subject to written or telephone confirmation of such termination being given by one party to the other within such period. In the event of such termination by either party the Company will refund to the Customer all sums paid by the Customer to the Company by way of deposit or otherwise.
2. To cancel a booking the Customer must notify the Company by email at enquiries@tourofcambridgeshire.com or telephone 07595 696470 and confirm in writing.
3. Once the fourteen (14) days referred to in in clause 7(a) has passed should either party cancel the agreement, the cancelling party shall pay the other party fifty percent (50%) of the Hire Charge unless cancellation is made within twenty eight (28) days prior to the start date of the hire when the full amount of the Hire Charge shall be payable. Such payment shall be in full and final settlement of all claims for cancellations.
4. The Customer is recommended to purchase insurance to cover the above cancellation costs and for damage to the Equipment.

9. Exclusion of liability

1. The Company shall perform its services with reasonable skill and care and make every effort to complete the erection of the Equipment on or before the set date shown on the booking form. If the Equipment is not erected on or before the set up date shown on the booking form the Customer shall have the right to withdraw, and the Company shall return all monies paid. If the Equipment is not erected because of delays due to weather or other circumstances beyond its reasonable control, the Company shall not be liable to pay further compensation to the Customer.
2. The Company will take all reasonable care to avoid damage to the Customer's own possessions, but cannot be responsible for any loss suffered by the Customer in respect thereof other than as a result of the negligence of the Company's employees, agents or contractors.
3. Nothing in these Conditions shall limit or exclude the Company's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable) or fraud or fraudulent misrepresentation, or any other liability which cannot be excluded by law.
4. Subject to clause 8(d) above, the Company's aggregate liability for all claims shall not exceed the total amount paid by the Customer to the Company for the hire of the Equipment.

10. Third party Liability

1. The Company will not be responsible for and the Customer will indemnify the Company against all claims for the injury to persons or the loss or damage to property howsoever caused unless it be proved that such injury or damage was caused by negligence on the part of the Company.

11. Airbed Hire

The Company will not be responsible for any loss of air from any airbeds during the hire period. The airbeds will be fully inflated at the beginning of the hire, but due to factors such as temperature, amount of usage, and length of hire, airbeds may lose air and deflate slightly.

12. Tent Allocation - Bookings of two tents or more

Each Customer will be provided with the number of their tent and the Company will not be responsible for ensuring every guest sleeps in the correct tent. No refunds will be given if guests are unable to sleep in their allocated tent.

13. Force Majeure

1. The Company shall not be liable for delay in performing or failure to perform its obligations if a Force Majeure Event occurs. A Force Majeure Event is any matter beyond the reasonable control of the Company, including without limitation, storm, flood, fire, natural disasters or Act of God, pandemic or epidemic, accident, transportation delay, war, civil war, sabotage or act of terrorism, government or local government action, lack of power or other utility.

14. Third Party Rights

No one, other than a party to this Agreement shall have any right to enforce any of its terms.

This Agreement will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the Courts of England and Wales.