



## MARQUEES: TERMS AND CONDITIONS OF HIRE

1. **CONDITIONS.** The company will submit a written quotation which the Hirer shall accept in writing: the absence of such written quotation or acceptance however shall not invalidate the Contract, and all the work quoted for and undertaken by, or goods hired from the Company shall be subject to these terms and conditions and the Hirer by authorising or allowing work to proceed or goods to be delivered is deemed to have confirmed the Contract and to have accepted these terms and conditions.
2. **PERIOD OF HIRE.** The period of hire is understood to mean the period for which the tentage or equipment is required to be ready and available for use.
3. (i) **CONDITIONS OF SITE.** The Company's quotation for hire charges is made on the assumption that the site on which the tents or equipment are to be erected or to which goods are to be delivered is;-
  - a) flat level firm ground with easy access for heavy motor transport and
  - b) has no drain pipes, cables or other services buried beneath the surface or otherwise concealed.If the said site does not comply with these requirements the Company may at its discretion either rescind the Contract by giving oral or written notice to the Hirer or make additional hire charges. The company shall not be liable to the Hirer for any loss damage or expense resulting from such rescission of the Contract.
3. (ii) **EXCLUSION OF COMPANY'S LIABILITY FOR DAMAGE TO SITE AND SERVICES.** Whether the said site complies with the foregoing requirements or not the Company shall not be under any liability whatsoever to make good any damage to the site nor shall the Company be under any liability whatsoever in respect of damage to drains pipes or cables or other services buried under the site or otherwise concealed or any consequential loss resulting from such damage unless an accurate plan showing the precise position of such drains pipes or cables or other services shall have been supplied the Company.
3. (iii) **THE POSITION OF TENTS AND EQUIPMENT.** It is the Hirer's responsibility to have a representative on the site for that purpose. If the Hirer shall fail to provide a representative on the site the Company may erect the tents and equipment where it thinks fit and it shall be deemed to have performed the Contract.
4. **VARIATION OF HIRE CHARGES.** The Company reserves the right to vary the quoted hire charges in the event of any increase taking place before or during the period of hire in the cost of labour, materials or transport.
5. **HIRE CHARGES.** All goods hired are charged whether used or not. Goods collected by customers will be charged extra if not returned on day arranged. The hire charges published in any of the Company's printed matter are for guidance of Hirers in estimating costs only and do not constitute an offer.
6. **PAYMENT.** The Company reserves the right to charge a non refundable deposit of £50 minimum to confirm the booking; the balance will be payable 14 days prior to the event. All prices are subject to 6% damage waiver surcharge and VAT at current rate - delivery is free within a 20 mile radius.

7. **LOSS OR DAMAGE.** The Hirer is wholly responsible for all equipment on hire from the time of delivery until collection. He will be responsible for the safe custody of the Company's property on the site, and will make good to the Company all loss or damage to the Company's property or equipment hired or used on the site (other than fair wear and tear) such as breakages, crockery and glass etc., including those due to theft or burglary, unless it be proved that such loss or damage be caused by faulty material or workmanship or negligence on the part of the Company. No guarantee can be given that equipment will be removed the following day, we will do our best to meet the wishes of our Clients whenever possible. We cannot accept any items in place of our own.

8. **INSURANCE.** The Company, on behalf of the Hirer, has insured the tentage and/or equipment against most forms of accidental loss or damage for which the Hirer is responsible under clause 7, but the Hirer remains responsible for the first £250 of each and every loss. Full details of the Policy Cover can be seen at the Company's Offices.

9. **LIABILITY TO THIRD PARTIES.** The Company will not be responsible for and the Hirer will indemnify the Company against all claims for injury to persons or loss of or damage to property howsoever caused unless it be proved that such injury or damage be caused by faulty material or workmanship or negligence on the part of the Company.

10. **ERECTION AND DISMANTLING.** The Company provides labour for erection and dismantling and the cost thereof is included in the hire charges. Only in exceptional circumstances and by special arrangement will the Company allow the Hirer to erect and/or dismantle the Company's property.

11. **ATTENDANCE.** The hire charges do not include attendance by the Company's men except during the actual processes of erection and dismantling.

12. **PERMITS.** The Hirer is responsible for giving notice to or obtaining all necessary permits from any authorities who are or may be concerned and must make application where to the Planning Authority, District Surveyor, Police, Fire Brigade, and any similar authority or organisation. Any cost as incurred in delays or modifications in the work arising from the absence of or misrepresentation of all such necessary permissions and permits shall be payable to the Company by the Hirer and shall be deemed to be part of the hire charge for the purpose of Clause 6 hereof.

13. **FORCE MAJEURE.** While every effort will be made by the Company to carry out any order accepted, the full performance of it is subject to variation or cancellation by the Company consequent upon act of God, War, Strikes, Riots, Lock-outs or other labour disturbances Fire, Flood, restrictions on the use of Transport, Fuel or Power, Requisitioning, Shortage of Material or Transport or Labour or any other cause beyond the control of the Company.

14. **MODIFICATION OF CONTRACT.** No verbal representations or arrangements are recognised by the Company and these terms and conditions shall only be modified by a supplementary written contract.

15. **CANCELLATION OR PREMATURE TERMINATION OF CONTRACT.** In the event of the Hirer desiring to cancel the contract after a firm order has been placed, if the cancellation date is 30 days prior to delivery date, there will be a charge of 25 per cent of the hire charge, if the cancellation is 7 to 14 days prior to the delivery date, the charge will be 50 per cent of the hire charge, and if the cancellation is less than 6 days prior to the delivery date, full hire charges will be made.

16. **CHARGES FOR DEFICIENCIES CAN BE OBTAINED ON APPLICATION TO THE HIRE OFFICE.**

17. These terms and conditions relate solely to the Capri Range of Marquees