

MARQUEE & EQUIPMENT HIRE

TERMS AND CONDITIONS



DEFINITIONS

THE 'COMPANY' is Yarm Party Tents and / or their subcontractors or agents. 'THE HIRER' is the person hiring the equipment from the Company. 'THE PERIOD OF HIRE' The period of Hire is understood to mean the period of which any equipment is required to be ready and available for use.

1. CONDITIONS Unless stated in writing all orders are accepted subject to the Terms and Conditions of hiring stated below and the hirer by authorising or allowing work to proceed is deemed to have acknowledged this. SITE (a) The Hire charges are based on the assumption that the site is a flat level firm ground with easy access for motor transport, and that no drains, cables or other services are buried beneath the surface or otherwise concealed. The Hire charges do not include any making good or repairing of damage to the site. (b) The Hirer is required to provide the contractor with either a plan showing the position in which the tents or equipment are to be erected or should have a representative on the site for that purpose. In the absence of both then the contractor having erected the tents or equipment where he thinks fit shall be deemed to have completed the contract. (c) The Hirer should never presume that any of Company's equipment will be attached or joined to any buildings within the site unless stated in the Company's booking forms.

2. ERECTION AND DISMANTLING The Company normally provides labour for the 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. When furniture only is supplied, agreement will be made at time of booking if the cost includes the set up of the furniture.

3. ATTENDANCE The Hire charges do not include attendance by the Company's staff except during the actual processes of erecting and dismantling the tentage or furniture.

4. 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, Lockouts or any other disturbances. Fire, Flood, Storm, Gale or restrictions on the use of Transport, Fuel or Power. Requisitioning Storage of material or transport or labour or any other cause beyond the control of the Company.

5. CONTRACT No verbal representations or arrangements are recognized by the Company. A booking may only be deemed valid once the Hirer is in receipt of a booking confirmation from the Company. The Company will provide a booking confirmation subject to availability and on receipt of a fully completed booking form with a deposit from the Hirer. Should the Company not have availability then the deposit will be returned to the Customer.

6. CANCELLATION The Hirer should be aware that the deposit paid to confirm the booking is normally none refundable. The Hirer may cancel a hire booking by giving notice in writing. In the event that the Hirer cancels a hire booking, the company reserves the right to impose cancellation charges (calculated as an estimate of the hire companies losses particularly in the event that it is unable to obtain an alternative booking) as follows (a) 180 days prior to the commencement of the hire, the full deposit will be returned (b) Between 179 - 90 days prior to the commencing of the hire, the cancellation fee will be 50% of the deposit returned (c) Between 89 - 14 days prior to the commencing of the hire, the cancellation fee will be 100% of the deposit, which means no payment, will be returned to the Hirer. (d) In addition, cancellation fees charged to the hire company in respect of sub-contracted bookings, e.g. staff, floristry, equipment/furniture hire, DJ's, catering, musicians, etc., made on behalf of a Hirer in connection with the hire will be payable in full by the Hirer. The Company shall make all reasonable endeavours to draw the Hirer's attention to sub-contractors' terms and conditions if applicable. (e) The Hirer is in breach of this contract if: failure to pay to the hire company any sum of money payable on the due date terms set out in this agreement. (f) The laws of England and Wales govern these rules and terms and only the courts of England and Wales will decide any disputes

MARQUEE & EQUIPMENT HIRE

TERMS AND CONDITIONS



7. HIRE CHARGES The charges published on the Company's website and in printed matter are for the guidance of the Hirers in estimating costs only and do not constitute an offer.

8. VARIATIONS The Company will use its best endeavours to supply the hirer with the equipment ordered but were this is not possible the company will notify the Hirer as soon as possible with any alterations to the design and specifications of the equipment and were alteration is fundamental the Hirer may terminate this contract and any deposit paid will be refunded.

9. PAYMENT (a) A deposit is required to confirm your event. (b) Remittance full payment is required on the delivery of any equipment and prior to the erection of any marquees. (d) The only exception to this is when the order total is less than £50, when payment must be made on delivery.

10. LOSS OR DAMAGE (a) The Hirer shall during the period of Hire be responsible for the maintenance and safe custody of the Company's equipment from completion of erection until dismantling. (b) The Hirer must be satisfied with the equipment before use and should notify the Company of any miscounts, incorrect deliveries or unacceptable equipment before use.

11. INSURANCE The insurance provided by the Company covers the equipment against: Theft, Vandalism, Fire and explosion, Storm and tempest.

12. EXCLUSIONS FROM INSURANCE (a) Insurance excess - The insurance cover excludes the first £100 of any claim and this is payable by the Hirer. (b) Cover only applies to equipment that is delivered by the Company and does not include any equipment provided by a sub-contractor. (c) Disappearance, Unexplained or inventory shortage (d) Consequential Loss (e) Acts of fraud or dishonesty by any party to whom the property insured has been entrusted or hired. (f) Any breach of the Company terms and conditions as herein stated will negate the insurance policy (g) Failure to report the loss or damage arising from fire, theft or vandalism to the police immediately upon discovery and to the Company within 24 hours.

13. THE HIRERS RESPONSIBILITY (a) The Hirer should not enter the equipment while the Company is erecting. (b) The Hirer should keep any part of the equipment that is a framed structure or a tent completely closed and secure while not in use during the period of Hire. (c) The Hirer should not tamper with the structure or any part of the equipment and in particular not affix or suspend from the equipment any item whatsoever without written consent of the Company. (d) The Hirer should not use any lighting, heating, cooking or other gas or electrical appliances of any kind without the previous consent in writing of the Company. (e) The Hirer is responsible for giving notice to or obtaining permits from any authorities who are or may be concerned and must take application where necessary to the Planning Authority, District Surveyor, Police, Fire Brigade and any similar authority or organization. Any costs incurred in delays or modifications in the work arising from the absence or misrepresentation of all such necessary permissions and permits shall be payable to the Company by the Hirer. Where appropriate obtain a licence from the Local Authority. Any requirements under the licence must be notified to us in writing, at least 28 days prior to erection. Should the Company for any reason be unable to comply with these requirements, then the Contract will become void and the customer advised accordingly.

14. LIABILITY TO THIRD PARTIES The Company will not be responsible for and the Hirer will indemnify the Company against all claims for the injury to persons or loss or damage to property howsoever caused unless it be proved that such injury or damage is a direct result of negligence by the Company.

By booking our services you are in agreement and understand our terms and conditions, please contact us if there is any part you feel you do not understand or feel there is any part which is unreasonable.