



# Colne Valley Marquees terms and conditions of hire

## Definitions

THE COMPANY is Colne Valley Marquees / or any of their agents or subcontractors.

THE HIRER is the person hiring any equipment from the company.

THE PERIOD OF HIRE is understood to be the period by which any of the company's equipment is required to be ready and available for its intended use.

## 1 CONDITIONS

Unless otherwise stated in writing all bookings are accepted subject to all terms and conditions as stated below. The hirer by authorising or allowing any work to commence is deemed to have acknowledged and accepted this.

## 2 SITE

All hires and any charges relating to a hire assume, there is easy vehicle access to the site, and that the site is flat level and well drained. Also that no drains, cables or any other services are buried below the site or otherwise concealed. These hire charges do not include any form of making good or repairing to any form of damage to the site.

The hirer is required to provide the company with either a detailed plan of the site outlining the position of any buried services in relation to the positioning of any equipment or a representative on site for that purpose. Failure to comply with any or all of these requirements will result in the company erecting the equipment where the company deems fit, therefore completing their contractual duties.

The hirer will never presume that any thing other than the equipment laid out on the booking form be included in the hire charge. Likewise the hirer should never presume that any equipment supplied by the company be attached or joined to any building on the site unless stated on the company's booking form.

The hirer agrees that from point of equipment drop off to erection site is no more than 20 metres.

Upon arrival if the site does not comply with any of these requirements the company can either rescind the contract orally or in writing. Alternatively a surcharge will be applied to the hire price.

Whether or not the site complies with the company's requirements, the company shall not be under any liability whatsoever in relation to any damage to drains, cables or any other services that are buried below the site or otherwise concealed, nor shall the company be under any liability whatsoever to make good any damage to the site.

## 3 HIRE CHARGES/ VARIATIONS

The charges published in any part of the company's printed matter are for the guidance of the hirer in estimating costs only and do not constitute an offer.

The company reserves the right to vary the quoted hire prices before or during the hire period in relation to increases in VAT, labour, materials or transport costs.

## 4 PAYMENT

Payments must be made in accordance with the company's quote and as laid out on the company booking form.

The company reserves the right to charge a non refundable deposit of 25% of the hire amount to confirm a booking. All balances must be paid no later than 10 days before the hire start date.

Should balances not be paid by this time interest will be charged at 6% above the Bank of England base rate.

## 5 LOSS OR DAMAGE

The hirer accepts sole responsibility for all hired equipment from completion of erection to completion of dismantling.

The hirer will be responsible for all hired items provided by the company while on site, and will make good any loss, damage or vandalism to the company's property by the way of replacement. (Other than general wear and tear)

Unless it is proven that loss or damage be caused by faulty workmanship, material or negligence on the part of the company.

The hirer must be satisfied with all equipment supplied by the company before use.

The hirer must notify the company of any missed items faults or breakages before use.

## 6 INSURANCE/EXCLUSIONS

6a. The Client shall be responsible for and shall reimburse the company for any loss of or damage to all hired equipment whatsoever the cause unless the damage or loss is the fault of the company.

6b. The client must provide to the company proof of having arranged insurance in their name for their hired equipment at least seven days prior to the delivery date of the equipment. The policy must be on an All Risks Basis.

6c. Upon payment of the 6% "Damage Waiver Fee" referred on the quotation then above clauses 6a and 6b will not apply. Please note that you are responsible for the first £500 for any loss of or damage to the equipment and that you remain responsible for and will indemnify Colne Valley Marquees against any loss of or damage to all hired equipment resulting from negligence or criminal act".

#### 7 LIABILITIES TO THIRD PARTY

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 caused by faulty material or workmanship or negligence on the part of the company.

#### 8 EQUIPMENT ERECTION AND DISMANTLING

The company provides labour for the erection and dismantling of all company equipment 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.

#### 9 ATTENDANCE

The hire charge does not include attendance by the company except in the erection and dismantling by the company of its property.

#### 10 RESPONSIBILITY OF THE HIRER

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 organisation. Any costs incurred by the company through absence or misrepresentation of any such necessary permissions or permits shall be payable to the company by the hirer.

Any additional costs incurred by the company due to any booked equipment being unable to be set up due to the site being of different, levels incorrect measurements or any undisclosed site complications of which the company was not informed shall be payable by the hirer.

The hirer may not enter the marquee structure during erection /dismantling.

The hirer is liable for any costs incurred by the company due to any changes requested once the build has begun.

The hirer should not at any time throughout the hire period connect to or tamper with any electric, gas or diesel provisions left on site by the company.

The hirer will keep any part of the structures completely closed when not in use throughout the hire period.

The hirer will not tamper with any part of the structure.

The hirer will not fix or suspend any item from the structure without written consent by the company.

The hirer will not use any heating, lighting, cooking, gas, electric or diesel equipment of any kind inside the marquee without the written consent of the company.

#### 11 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, Lockouts, Riots or any other associated disturbances. Fire, Flood, Storm, Gale, hurricane, Or any other cause beyond the company's control.

#### 12 CONTRACT

No verbal representations or arrangements are recognised by the company. Only when the company is in receipt of a fully completed booking form will a booking be deemed valid.

#### 13 CANCELLATION

In the event of cancellation we require a minimum of 28 days notice otherwise the following fees will apply:

Less than 14Days notice 100% of hire charge

Less than 21 Days notice 75% of the hire charge

Less than 28 Days notice 25% of the hire charge