

## **FOUR SEASONS MARQUEES LIMITED – TERMS AND CONDITIONS OF HIRE**

### **DEFINITIONS**

- 'The Company' is Four Seasons Marquees Ltd and/or their subcontractors or agents.
- 'The Hirer' is the person hiring the Equipment from the Company.
- 'The Equipment' is all items provided to or hired by the Hirer.
- 'The Period of Hire' means the time commencing with the arrival of the Equipment on site, and termination when the Equipment is removed by the Company.

### **GENERAL**

These terms and conditions apply to all contracts entered into by the Company unless otherwise stated in the Company's written quotation. Any offer of Equipment is subject to stock being available on receipt of order. Orders will not be accepted unless confirmed in writing. While every endeavour will be made to comply with the Hirer's requests for particular assembly and dismantling days, the Company cannot be held responsible for any variance which may become necessary to ensure efficient deployment of transport and personnel.

Any recommendation for Equipment made by the Company is made in good faith but the Company does not accept any liability for such recommendation in terms of capacity, which is purely for the Hirer's assistance and guidance.

Where Equipment is hired for a family function, the Company may accept any order (or variation to such order and this Agreement) from either the husband or the wife or in the case of weddings, the child being married and under such circumstances all those parties are considered the Hirer whose liability is joint and several. Where the hirer is a company, the hirer will be bound by any order placed or variation to such order and this agreement by a person apparently authorised by the company whether or not actually authorised.

### **HIRE CHARGES**

The charges published in any of the Company's published literature are for guidance of the Hirers in estimating costs only and do not constitute an offer. The Company reserves the right to vary the quoted hire charges in the event of any increases taking place before or during the Period of Hire in the cost of labour, materials or transport. The Hire Charges do not include the planning and setting up of the tables and chair layout. All sums quoted by the Company are subject to VAT at the prevailing rate. A charge will be made for a call out to repair or replace an item, which is found not to be faulty, and where Equipment is delivered but rejected by the Hirer where there is a change of specification from the Hirer. No alteration of specification for the Equipment will be binding on the Company unless made more than ten days before the Period of Hire begins. If there is a reduction in size of tent specification, the Company reserve the right to charge for the original size specified.

### **PAYMENT TERMS**

The Hirer will pay a minimum 20% non-refundable deposit of the total hire charge at the time of order and the balance to be paid either on completion of assembly / delivery or within 14 days from the commencement of the Hire Period. The Company reserve the right to decide the time of payment. In the event of cancellation, charges will be invoiced and due for payment on the date of commencement of the originally contracted Period of Hire. Overdue accounts will be charged interest at the rate of 5% above the base rate for the time being in force of Lloyds Bank plc.

- Cancellation more than 28 days before the commencement of the Period of Hire – 20% of the total hire charge.
- Cancellation between 7 and 28 days before the commencement of the Period of Hire – 50% of the total hire charge.
- Cancellation less than 7 days before the commencement of the Period of Hire – 100% of the total hire charge.

## **CONDITIONS OF SITE**

The hire charges are made on the assumption that the site on which the Equipment is to be Delivered and/or Erected is:

- Flat, level, firm ground with easy access for heavy motor transport.
- Has no drains, pipes, cables or other services buried beneath the surface or otherwise concealed. We cannot be held responsible for any damage caused to underground pipes, drains and cables. The hire charges do not include any making good or repair of damage to the site.  
If it is necessary for the Company to make good the surface of the site before or after erection or dismantling, then any such cost is chargeable in addition.

## **HIRERS RESPONSIBILITY**

The Hirer will provide the Company with a plan showing clearly where the Equipment is to be erected, or alternatively have a representative on the site for that purpose. Otherwise the Company will erect the Equipment where it thinks fit, and a further charge will be incurred if the Hirer wishes the Equipment to be repositioned. The Hirer is responsible for obtaining any site permits that may be required.

## **LOSS OR DAMAGE**

- 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. The Hirer will make good to the Company all loss or damage to the Company's property hired or used on the site (other than fair wear and tear).
- The Hirer must be satisfied themselves before use that all Equipment ordered has been delivered. The Company's attention should be drawn immediately to any miscounts, wrong deliveries or faulty Equipment.

## **INSURANCE**

The Company, on behalf of the Hirer has insured the Equipment against most forms of accidental loss or damage for which the Hirer is responsible (see Loss or Damage), but the Hirer remains responsible for the first £ 1000.00 plus vat of each and every loss.

Full details of the policy can be seen on request, but the following should be brought to your attention:

– If reasonable care is not taken by the hirer or the hirer is proved negligent then the hirer is responsible for the full replacement cost or damage of the equipment. Disappearance or unexplained inventory shortages are excluded from the policy. Theft by fraud, trick or false pretences is also excluded from the policy.

The marquee/s and equipment will be delivered before the day of use and removed afterwards. The hirer is responsible for the insurance excess from the time the equipment is delivered until the company has removed all the equipment. The insurance covers Marquees and associated equipment of the company unless otherwise stated. Cover is not provided for the hirer's equipment. Our insurance company reserves the right to attempt to reclaim any losses from the persons or organisations that are liable for any loss arising under our policy.

## **THIRD PARTY LIABILITY**

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, however caused, unless it be proved that such injury or damage resulted from faulty materials, workmanship or negligence on the part of the Company. In the event of liability being established on the part of the Company, such liability is limited to the insurance cover in place from time to time.

## **FORCE MAJEURE**

Whilst every effort will be made by the Company to complete any orders, the Company cannot be held liable for non-completion of orders due to matters beyond its control.

**PRIVACY POLICY**

Necessary data/information is acquired and processed in accordance with the General Data Protection Regulations for the purpose of performing the terms set out in or implied by this contract.