

The White Marquee Company Limited - Terms and Conditions of Hire

DEFINITIONS

THE COMPANY' is The White Marquee Company Limited 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.

2. 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. Likewise the Hirer should never presume that any other equipment is included in the Hire other than what is stated in the Company's booking forms.

3. HIRE CHARGES

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

4. VARIATIONS

The Company will use its best endeavours to supply the hirer with the equipment ordered but where 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 where alteration is fundamental the Hirer may terminate this contract and any deposit paid will be refunded.

5. PAYMENT

Payments must be made in accordance with the terms stated in the Company's quotation. Should settlement not be made by the Hire date then interest will be charged at 4 % per annum above the base rate of the National Westminster Bank Plc.

6. 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.

7. INSURANCE

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

1a) The client shall be responsible for and indemnify the company against any loss of or damage to all hired equipment whatsoever the cause

1b) The client must provide to the company proof of having arranged insurance in their name for their hired equipment at least 7 days prior to the delivery date of the equipment.

1c) Upon payment of the "Damage Waiver Fee" referred to on the quotation then the above clauses 1a & 1b will not apply. Please note the client will remain responsible for and will indemnify the company against any loss of or damage to all hired equipment resulting from their negligence or legal liability.

8. EXCLUSIONS FROM INSURANCE

(a) Furniture (b) Insurance excess - The insurance cover excludes the first £500 of any claim and this is payable by the Hirer. (c) Cover only applies to equipment that is delivered by the Company and does not include any equipment provided by a sub-contractor, unless invoiced by the company. (d) Disappearance, Unexplained or inventory shortage (e) Consequential Loss (f) Acts of fraud or dishonesty by any party to whom the property insured has been entrusted or hired. (g) Any breach of the Company terms and conditions as herein stated will negate the insurance policy. (h) 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.

9. 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.

(f) All equipment will be delivered to the Hirer in a clean condition. If upon collection equipment is not found to be in a similar and reasonable state of cleanliness, a minimum charge of £50 will be levied to cover cleaning expenses.

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

11. 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.

12. ATTENDANCE

The Hire charges do not include attendance by the Company's men except during the actual processes of erecting and dismantling the tentage.

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, Lockouts or any other disturbances. Fire, Flood, Storm, Gale or Tempest 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.

14. 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.

15. CANCELLATION

Should the Hirer wish to terminate the contract then the following compensation rates will be charged to the Hirer by the Company. 100% of the Hire price for notice less than 7 days prior to the Hire period. 50% of the Hire price for notice between 7 and 28 days prior to the Hire period. 20% of the Hire price for notice more than 28 days prior to the Hire period.

These terms and conditions supersede any previous conditions of hire.