



DEFINITIONS

The Company is Wrights Marquees & mobile bars Ltd and/or their subcontractors or agents.

The Hirer is the person hiring the equipment from the company.

The period of hire is understood to mean the period of which any equipment required to be ready and available for use.

1. Price & Payment

We are VAT registered so costs of 20% will be added to final hire bill.

Payment should be made as follows, in Cash, Cheque or Bacs Payment.

25% non-refundable deposit of the total price should be paid along with a signed hire contract and terms and conditions from the company if your final balance is over £500. Any hire total under £500 will be required to pay a 50% deposit on booking.

The balance must be paid in full no less than 1 week prior to delivery date, if paying by cheque this needs to be processed in reasonable time to allow for this time scale.

2. Hired Equipment

(a) Security of unattended equipment is the full responsibility of the hirer especially if the site is not the hirers land, we strongly advise that the hirer arranges security for the duration of the hire as loss, damage or theft will not be covered by the company insurance and **will be the responsibility of the hirer.**

(b) All equipment is inspected before and after any events to ensure the hirer and supplier is fully aware of the condition of equipment hired, if any damage, loss or theft occurs it will be the hirers responsibility to provide payment to allow the company to replace with a like for like item/s.

3. Site.

(a) The Hire charges are based on the assumption that the site is of a flat and level firm GRASSED area with easy access for motor transport. 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. If the Marquee is to be erected on a Hard Standing, i.e (Paved, Decking or has a Path in the area) then we need to know as additional equipment will be required to Secure marquee and rubber matting to the surface (carpet and coconut matting cannot be used on hard stand to not being able to adequately secure down).

(b) The Hirer is required to provide the contractor with either a plan showing the position in which the Marquee 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. 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.

(d) The hirer is responsible for ensuring adequate and easy access onto the marquee erection site by company vehicles and making sure the area is clear of other vehicles and obstructions. Our vehicles need to be within suitable walking distance due to equipment being carried. This needs to be discussed at site visit or over phone beforehand with a company representative.

4. THE HIRERS RESPONSIBILITY

(a) The Hirer should not enter the Marquee 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 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 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) You will in particular ensure that the interior of any structure is adequately heated when necessary so as to protect from frost, ice or snow damage, and you will not allow the collection or build up of snow or rain on the equipment.

(g) The hirer will be responsible for any additional costs incurred to the company as a result of any booked equipment not being able to be set-up due to incorrect measurements, varying height levels or undisclosed site complications of which the company were not informed.

(h) The hirer will be responsible for any costs incurred by the company due to changes being requested once the marquees build has begun

(i) 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

(j) It is the responsibility of the person who is hiring this Marquee to ensure that all possible steps are taken to avoid injury or damage to the equipment.

(k) Please ensure that all safety instructions are followed.

(l) No silly string to be allowed in or near the party tent.

(m) No barbecues or gas operated patio heaters to be used inside the Marquee

(n) No Climbing, or hanging on the framework of the Marquee. This is DANGEROUS and is likely to result in damage to the tent.

(o) Please ensure that the Marquee site is clear of excessive mud and dog mess. If the site is unsuitable we reserve the right to cancel the booking.

(p) Please note that if the Marquee is collected in a dirty condition then the person hiring it WILL incur a cleaning charge.

(q) If hay bales are being used inside any marquees hired an addition £50 holding fee is required in case of cleaning bills being occurred due to hay sticking to the flooring.

(r) The Hirer shall during the period of hire be fully responsible for the safe custody of the company's equipment from the completion of the erection until dismantling.

(s) 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.

5. Contract.

No verbal representations or arrangements are recognized by the Company. **A booking may only be deemed valid once the Company is in receipt of both the Hire Contract and T&Cs forms along with a deposit from the Hirer.**

6. Cancellation.

In the event that you cancel the contract, any deposit that you have paid shall be forfeit.

7. Electrical.

(a) You are responsible to ensure that you have a suitable and adequate electricity supply for the equipment. If a supply is not available it is the hirers responsibility to ensure one is in place on day of erection.

(b) You must never use electrical goods that are not earthed properly, and you must observe any regulations applying to the use of goods including the Electricity at Work Regulations 1989, while you are responsible for the goods.

8. Ownership.

All equipment hired remains at all times the sole property of Wrights marquees & Mobile bars Ltd. You may not sub-hire or part with possession of the equipment and you may not allow any lien or encumbrance to be created over the equipment.

9. Limitation of Liability.

In the event that we fail to fulfil any terms of the hire contract our liability is limited to refund or cancellation of any hire charges. Under no circumstances shall we be liable to you for any indirect, special or consequential loss or damage (whether for loss or profit or otherwise) cost expenses or other claim for compensation whatsoever whether caused by the negligence of ourselves, our employees or agents or otherwise which arise out of or in connection with the hire of the Equipment and our entire liability under and in connection with the hire contract shall not exceed the amount of hire charges. This condition shall not apply to death or personal injury caused by our negligence.

10. Smoking in Enclosed Public Places.

Responsibility for complying with the Public No Smoking Law (if applicable) rests with the customer for the duration the marquee is erected. 'No smoking' signs which comply with the act are available on request. Smoking is strictly banned inside or outside within a 2m radius of any marquee hired.

11. Attendance.

The hire charges do not include attendance by the Company's employees except during the actual process of erecting and dismantling of the Marquee.

12. Variation of Hire Charges.

The Company reserve 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.

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 an act of God, War, Strikes, Riots, Lock-outs or other labour disturbances Fire, Flood, excessive wind, 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. Insurance

We have full public liability up to the value of £5,000,000 and product liability insurance up to the value of £5,000,000 along with employers liability insurance up to the value of 10,000,000 copies of these are available on request.

If you are unsure of anything please call us on: 01329 530503

Signature of hirer _____ *Date* ___/___/___

(I have read and agree to abide by the terms and conditions of hire.)

Signature of company representative _____ *Date* ___/___/___

Please return to - Wrights Marquees & Mobile Bars Ltd, 4 Hopwood Court, Miller Drive, Fareham, HANTS, PO167GN.