



MALMESBURY MARQUEES

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Terms and Conditions of Hire

(Please note these Terms and Conditions can change without notice)

1. DEFINITIONS

- (a) The 'Company' is the company named in the contract.
- (b) The 'Hirer' or 'you' is the firm company person or public authority (and their respective successors) named in the hire contract/ confirmation of order who hires the equipment from the company. The hirer has to be at least 18 years old and over.
- (c) The 'Equipment' is the equipment referred to in the hire contract/ confirmation of order.
- (d) The 'Hire rate' is the rate charged or each calendar day or part of a day during which the Hirer hires the equipment.
- (e) 'Hire charges' means the total amount due in respect of a contract as set in the associated invoice, as calculated in accordance with the booking confirmation and the terms and conditions. The Hire Charges include charges in respect of delivery, assembly, installation, operation or disassembly or collection of the equipment and the deposit.
- (f) A 'Booking' is the contract entered into by the Hirer and the Company, upon these terms and conditions, the process for which is set out in the section entitled 'General' below.
- (g) The 'Hire period' means the period set out in the hire contract or any other agreed period or extension thereof.
- (h) 'Hire Contract' means the information appearing on the confirmation of order and these terms and conditions.

2. PAYMENT and CONDITIONS

- a. The Hirer shall pay the Company a non-refundable deposit of 20% of the total Hire Charge before the commencement of the hire period and the final 80% to be paid 14 days before the commencement hire.
- b. Payment of any sums still due at the commencement of Hire Period shall be made by the Hirer to the Company.
- c. The Hirer shall pay the Company interest on any monies due to the Company and unpaid monies will be charged at the rate of 3% over the base rate of the Bank of England.
- d. The Company reserves the right to vary the Hire Rate in the event of increase in the cost of labour materials or transport.
Special Hire Rates will be payable to the Company for delivery, installation or use of the equipment on sites which do not conform to the requirements of the Company.
Malmesbury Marquees does not accept Debit or Credit cards.

DAMAGE WAIVER

Standard practice across the whole marquee industry is that the client is held fully responsible for all loss and damage to the hired equipment.

Due to the high value of equipment used, it is imperative that we ensure that we are properly covered in case of damage or loss. Whilst, it is not unusual for some of our clients to take out event insurance which covers the tents and equipment themselves, many find this to be time consuming and costly.

As a simple alternative to arranging their own insurance, our clients can elect to pay a Damage Waiver Fee, which amounts to 5% of the total equipment hire charge. In choosing to take this option, Malmesbury Marquees takes full responsibility for the risk of accidental loss or damage to the equipment during the hire period. This fee is applied by default unless stated otherwise and covers the cost of insurance taken out by ourselves.

The following conditions apply to the above damage waiver:

- The client is responsible for the first £500 of accidental loss or damage to the equipment during the period hire.
- The client is responsible for all loss or damage resulting from wilful negligence, malicious acts or legal liability.
- The client is responsible for any loss or damage due to the clients' failure to adhere to any special security arrangements that have been agreed prior to the event.

If you have any questions relating to this please do give us a call on 01666 575 470 or email us at info@malmesburymarquees.co.uk

Please remember to state at time of booking if you do not wish to include the Damage Waiver Fee.

3. LOCATION and SITE CONDITIONS

(a) The Hire Charges are based on the assumption that the site is an even flat level with firm ground and is easily accessible for motor vehicles.

(b) The Hirer is required to inform Malmesbury Marquees of any wet, boggy or poor drainage land or land that is susceptible to flooding. Any flooding caused whilst equipment is on Hire is the full responsibility of the Hirer.

(c) The Hirer must be responsible for locating and advising on: cables, drains or other services buried or concealed under the hire site location. The Company cannot be held responsible for damage caused. The Company Hire Charges do not include any repairing of damage or making good to the Location Site. The Company reserve the right to charge you for any extra work we agree to provide at an agreed extra cost.

(d) The Hirer is required to provide Malmesbury Marquees with a site plan or equally a representative from the Company will have visited the specified site and constructed a site plan on behalf of the Hirer. In the absence of a detailed plan showing the position of the hire equipment we shall erect the hire equipment where we deem appropriate on the Hire day.

(e) The Hirer must ensure access to the location site is free from any obstruction. This includes trees, vehicles, plants and other materials. The Company reserves the right to an additional discretionary charge if any obstructions prevent construction from commencing.

4. NO TITLE TO HIRER

The equipment is hired by the Company to the Hirer for the Hire Period at the Hire Rate set out in the Hire Contract/ Confirmation of order and the hire shall be a mere Bailee of the Equipment and any interest or title in the equipment shall pass to the Hirer. This agreement is personal to the Hirer and is not capable of assignment or sub-hire, nor may the Hirer part with the possession of the equipment.

5. THESE TERMS AND CONDITIONS PREVAIL

If these terms and conditions shall be variance or inconsistent with any printed conditions attached to the Hirer's order, then these Terms and Conditions shall prevail.

6. COMMENCEMENT OF HIRE PERIOD

The Hire Period shall commence from the time when the Equipment leaves the Companies Residence for the delivery to the Hirer.

7. TERMINATION OF HIRE PERIOD

The Hire Period shall determine, and the Company shall be entitled to immediate recovery of the equipment in the following events:

- (a) Expiry of the Hire Period specified in the Hire Contract/Confirmation of order, or;
- (b) Immediately upon breach by the Hirer of these Terms and Conditions of Hire, or;
- (c) Pursuant to condition or condition hereof, or;
- (d) By agreement to be confirmed in writing, or;
- (e) In the event of loss or damage of the equipment, upon such a date as the Company agrees to accept from the Hirer the Equipment in its then state and condition and compensation in accordance with the Terms and Conditions of hire.

8. CANCELLATION BY HIRER

Should the Hirer wish to cancel the contract this must be done in writing to Malmesbury Marquees. In all cases the Hirer will forfeit the deposit and in addition:-

- a) If Notice of Cancellation is received more than 28 days the commencement of the Period of hire, a total of 50% of the contract value must be paid.
- b) If Notice of Cancellation is received 14 days or less to the commencement of the period of hire the full amount shown on the contract value must be paid.

You may wish to consider insurance to cover any liabilities incurred by cancellation.

9. DELAY OR FAILURE TO DELIVER EQUIPMENT

(a) The Company shall not be liable to the Hirer for any delay in the delivery of the Equipment. If the Equipment is not delivered within the date specified in the Hire Contract the Company will notify the Hirer as soon as possible. The Hirer may be able to rescind the Hire Contract and recover all monies paid thereunder.

(b) In the unfortunate event that the Company have to cancel your order due to Force Majeure (this is including high winds making it impossible for the equipment to be constructed or heavy rain making the ground too wet to safely erect the equipment) Malmesbury Marquees will offer an alternative date with the same package, equipment and location or distance.

We will endeavour to always help to find an alternative for the Hirer, however we are not obliged to offer you a refund in part or in full for your booking.

Please ensure you have insurance to cover any eventualities.

10. FORCE MAJEURE

The performance of the Company's obligations hereunder is subject to variation or cancellation consequent upon Act of God, including but not limited to tempest, flood, fire, storm, natural disasters or poor weather conditions; war, civil war, act of terrorism or sabotage, Government sanction, embargo, import or export regulation or order; labour disputes including strikes, boycotts, lockouts or other industrial action; failure in the transportation of equipment, machinery or personnel, or in the provision of any utility including gas, water, power or communication services.

11. NOTICE OF ACCIDENTS

If the equipment is involved in any accident resulting in injury to persons or damage to property, the Hirer will give to the Company immediate notice by telephone to be confirmed in writing by the Hirer.

12. LOSS, DAMAGE OR REPAIRS

(a) The Hirer shall not interfere with or adjust the Equipment in any way whatsoever other than in accordance with the Company's written service instruction and will not under any circumstances give any instruction of any repair to the Equipment or for the replacement of any parts unless such spares have been provided to it by the Company for that purpose and the Hirer shall immediately inform the Company in writing which so far as it is able shall repair or replace the Equipment.

(b) If during the Hire Period the Company decides urgent repairs to the Equipment are necessary it may arrange for such repairs to be carried out on site or at any location of its nomination. In the event that the Company removes the Equipment for such purpose the Company shall replace the Equipment with similar Equipment if available.

(c) If the Company is, in its opinion, unable to repair or replace the Equipment in accordance with sub-clause a. or b. Of this Condition, then provided the Company returns to the Hirer any monies paid by the Hirer to the Company in respect of the unexpired part of the Hire Period the Company shall be under no further obligation or liability to the Hirer whatsoever. PROVIDED THAT nothing in this Agreement shall oblige the Company to repair or make good any loss or damage to the Equipment caused by any act or default of the Hirer or its invitees (fair wear and tear accepted).

(d) The Hirer must be satisfied with the Equipment before use and should notify the Company of any incorrect deliveries, miscounts or unacceptable Equipment before the use of the hired Equipment.

(e) The Hirer shall leave the equipment in a clean and tidy state; a reasonable surcharge will be applied for cleaning and will be deducted from the damage deposit or charged directly to the hirer.

13. COMPLIANCE WITH STATURE AND COMPETENT OPERATION

During the Hire Period the Hirer shall be responsible for and shall indemnify the Company against liability for:

(a) Ensuring that the Equipment and ancillary items used therewith are operated, handled, used and serviced only by competent operators and personnel and in accordance with the requirements of Statutory or other competent Authorities and instruction manual or operating guide supplied by the Company and the Hirer shall have no claim against the Company for the failure of defective or deficient performance of the Equipment which arises either directly or indirectly from lack of competence of those operating the Equipment or from any lack of proper instruction or the contents of any instruction manual or operating guide.

(b) Obtaining and thereafter maintaining all consents licenses or permits in connection with the use of Equipment under Statute By-Law or regulation from time to time in force shall produce to the Company on demand all such contents licenses or permits.

(c) Supplying and maintaining any warning lamps and warning notices that may be required.

14. OWNERSHIP AND NO PARTING WITH POSSESSION

All Equipment remains the property of the Company at all times. The Hirer shall not sell, sub-hire or offer for sale, pledge, underlet, encumber or otherwise deal or part with possession of the Equipment.

15. INSPECTION

The Hirer shall permit any person authorised by the Company at all reasonable times to enter upon the premises upon which the Equipment is for the time placed or kept for the purpose of inspecting and examining the condition of the Equipment.

16. ADDRESS AT WHICH THE EQUIPMENT WILL BE KEPT

The Hirer shall prior to the commencement of the Hire Period inform the Company in writing of the address or addresses at which the Equipment is to be stored, used and assembled and shall not without written consent of the Company transfer Equipment or any part thereof to any other address nor allow it to be used for any abnormal hazardous purpose and the Hirer will keep a notice showing ownership of the Equipment uncovered and visible.

17. INSURANCE

(a) The Insurance provided by the Company covers the equipment against, Vandalism, Fire, Theft and Explosion, Storm and Tempest. The risk for any exclusions under the Company's Insurance passes to the Hirer on delivery of the equipment.

(b) Unless otherwise agreed in writing by the Company the Hirer shall, prior to taking possession of the Equipment, enter into a contract of insurance with respect to the same for the full replacement of the Equipment under an all risk policy subject only to normal market restrictions and excuses with the name of the Company endorsed thereon as the owners and joint insured in full respect of the Hire Period. The Hirer shall do everything necessary to maintain the said policy in full effect and not do anything whereby the policy may be violated.

18. EXCLUSION FROM INSURANCE/ INDEMNITIES

Exclusions include but not are limited to:

(a) Furniture;

(b) Subject only to the provisions of these Conditions no statement undertaking warranty of condition express or implied by law trade custom or otherwise shall apply to this Agreement

(c) The Company shall not be liable for any loss or damage of whatsoever kind arising directly or indirectly from the Hire of the Equipment (except in respect of loss damage or injury which is incapable of exclusion under the terms of the Unfair Contract Terms Act 1977) whether consequential or otherwise and whether or not caused by the negligence of the Company or its servants or agents.

(d) Cover only applies to equipment that is delivered by the Company and does not include any equipment provided by a third party or sub-contractor, unless invoiced by the Company.

The Hirer shall use the Equipment in a careful and proper manner and shall indemnify the Company:

- (e) Against all loss suffered by the Company in consequence of the: Destruction, loss, theft, disappearance, unexplained or inventory shortage or damage of or to the Equipment prior to the Equipment being returned or collected to or by the Company and it is hereby agreed that if the equipment or any part thereof is in the opinion of the Company lost or damaged beyond repair the loss to the Company shall be the cost of buying new the same or a comparable item of Equipment irrespective of the age of the Equipment lost or damaged.
- (f) In respect of all actions costs charges claims demands proceedings or penalties made or brought against the Company by any third party in respect of alleged injury loss or damage or expense arising out of or in connection with the use by the Hirer or any person authorised by the Hirer of the Equipment.
- (g) In respect of loss caused to the Company by the cancellation of the Hire Contract by the Hirer whether before or after the commencement of the Hire Period. In particular Hire Charges shall be continued at the Hire Rate until settlement has been affected.
- (h) Acts of fraud or dishonesty by any party whom the property insured has been entrusted or hired.
- (i) The Hirer is to keep the Equipment on site at all times and not attempt to dismantled or move the Equipment to any location without the Company's prior written consent; not to use the Equipment for any unlawful manner or purpose; to keep the Company fully informed of all material matters relating to the Equipment.
- (j) Any breach of the Company terms and conditions as herein stated will negate the insurance policy.
- (k) Failure to report the loss or damage arising from theft, fire or vandalism to the police and the Company immediately upon discovery within 24 hours.

19. THE HIRERS RESPONSIBILITY

- (a) The Hirer should not enter the Equipment whilst the Company is erecting it.
- (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, other than what is provided for and appropriate to use, inside the Company's tents without the previous consent in writing of the Company. No cooking or use of gas appliances of any kind should be used inside the Company's tents.
- (e) Any naked flames used on site in proximity to the tent are entirely at the Hirers own risk.
- (f) The Hirer is responsible for any damage and loss caused to the Equipment regardless of culpability, and therefore should the security deposit be insufficient to cover costs incurred by the Company, the Hirer will be liable for all costs associated with this damage.
- (g) No animals are allowed inside the Company's tents, without the previous consent in writing of the Company.
- (h) No smoking is allowed inside the Company's tents.
- (i) Barbecue equipment or open fires outside are to be placed a minimum of eight feet from the marquee or tent and not left unattended whilst in use.
- (j) In certain circumstances, such as the use of private land, 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, Police, District Surveyor, Fire Brigade and any similar authority or organisation.

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 license from the Local Authority. Any requirements under the license 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 Hirer advised accordingly.

(k) 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 erected/laid due to incorrect measurements, varying height levels or undisclosed site complications of which the company were not informed in writing.

(l) The Hirer will be responsible for any costs incurred by the Company due to changes being requested once the erecting of tents has begun.

20. COMPANY'S RIGHT TO DETERMINE

(a) If the Hirer shall fail to observe or perform any of the Terms and Conditions of Hire thereof whether express or implied the Company may without prejudice to its rights and remedies hereunder by notice in writing to the Hirer sent to his address set out in the Hire Contract determine this Agreement. And upon such notice being so sent this Agreement and the hiring thereby constituted shall for all purposes determine and thereafter the Hirer shall no longer be in possession of the Equipment with the Company's consent.

(b) If the Hirer shall commit an act of bankruptcy or have a receiver appointed or shall make any arrangement or assignment with or for the benefit of his creditors or if any resolution is passed for the winding up of the Hirer (if a Company) save for the purposes of reconstruction or amalgamation this Agreement shall automatically and without notice determine and thereupon the Hirer shall cease to be in possession of the Equipment with the Company's consent.

21. COMPANY'S RIGHTS ON TERMINATION

(a) Upon termination of this agreement pursuant to Clause (18) hereof the Company shall be entitled without notice to take possession of the Equipment and without prejudice to its other rights and remedies hereunder and for that purpose by itself its servants or agents enter upon any land or premises on which or in which the Equipment is believed by the Company to be situated and the Hirer shall upon such termination return to the Company all instructions manuals and operating guides relating to the Equipment.

(b) No relaxation forbearance delay waiver or breach or indulgence by the Company in enforcing any of the Terms and Conditions of this agreement whether express or implied shall prejudice affect or restrict the rights and powers of the Company hereunder.

22. LIMITATION OF LIABILITY OF THE COMPANY

The Company's maximum aggregate liability for breach of a contract (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the Hire Charges received by it under that contract.

Nothing in these terms and conditions shall exclude or in any way limit:

(a) liability for death or personal injury caused by the Company's own negligence;

(b) either party's liability for fraud or fraudulent misrepresentation; or

(c) any other liability which cannot be excluded by law.

These terms and conditions set forth the full extent of the Company's obligations and liabilities in respect of the Equipment and its hiring by the Hirer.

The Company warrants that the Equipment shall be of satisfactory quality and fit for purpose, and that it will deliver its services using reasonable care and skill and in accordance with standard industry practice.

There are no conditions, warranties or other terms, express or implied, including quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Company except as specifically stated in these terms and conditions. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within these terms and conditions, whether by statute, common law or otherwise, is expressly excluded.

The Company shall not be liable under these terms and conditions for any:

- (a) loss of profit;
 - (b) loss of revenue
 - (c) loss of business; or
 - (d) indirect or consequential loss or damage,
- in each case, however caused, even if foreseeable.

Your statutory rights are unaffected.

23. ENTIRE AGREEMENT

This contract constitutes the entire agreement between the Company and the Hirer.

No verbal representations or arrangements are recognised by the Company.