

Conditions of Hire for Canterbury Marquee Event Hire Limited

- 1) **Definitions:**

In these conditions, Canterbury Marquee Event Hire Ltd and their agents are referred to as “the Company”.
The firm, company, person or public authority named in the Hire Contract are referred to as “the Hirer”.
- 2) **Period of Hire:**

Unless otherwise agreed in writing, the period of hire is 48 hours.
- 3) **Hire Conditions:**

A representative of the Company will be happy to visit the site and give advice on location, equipment requirements, etc.
Subject to availability, orders for marquees will be accepted on receipt of a deposit, agreed as part of the quotation process.
The order will be confirmed in writing by the Company.
- 4) **Site:**

All bookings and hire charges are based on the assumption that the site is level, with firm ground, free from flooding, trees and overhead obstruction. There should be reasonable vehicular access, and no drains, cables or services buried beneath the site or otherwise concealed which could be caused damage as a result of the erection or use of marquees. Any damage so caused is the responsibility of the Hirer. If there are any abnormal conditions attaching to the site, which affect the erection of the equipment, the Company reserve the right to make an additional charge to cover the cost of any additional labour or equipment.
- 5) **Erection of Marquees:**

The Company is solely responsible for the erection of all marquees. Wherever possible, the Hirer will have a representative at the site at the time of the erection of the marquee. Whilst every endeavour will be made to comply with customer requests for particular erection and dismantling days, the company can not be held responsible for any variance which may become necessary to ensure efficient deployment of transport and personnel.
- 6) **Loss or Damage:**
 - a) Except for any damage caused by the Company’s staff, the Hirer shall be responsible for the maintenance and safe custody of the Company’s equipment from its arrival on site until its removal, and agrees to indemnify the Company for any damage to the equipment by the Hirer, its agents, guests, customers or any other party whatsoever the cause. Any damage to, or loss of equipment will be charged at current replacement rates plus any other loss suffered by the Company as a result of such damage.
 - b) Upon payment of a Damage Waiver Fee, clause 6 a) will not apply. Please note that the client will remain responsible for the first £500 of any loss, and for any loss or damage resulting in their negligence or legal liability.
 - c) On erection of the marquee, and before the Company’s staff leave the site, the Hirer shall inspect the equipment and shall immediately notify the Company’s staff of any defect, error, omission or shortage. The Company shall not be liable to make good any defect, error, omission or shortage which was apparent at that time but was not brought to the attention of the Company by the Hirer before the Company’s staff left the site. Should the Company agree to return subsequently to make good any matter, it shall be entitled to charge additionally for that return visit.
 - d) The Company cannot accept responsibility for the safety of the Hirer’s own equipment stored or housed in the marquee. The necessary insurances for this should be affected by the Hirer.
 - e) The Hirer shall indemnify the Company 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, 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.
- 7) **Safety:**

Once erected, the marquees should not be altered without the prior consent and agreement of the Company. The Hirer should ask the Company’s foreman to make the necessary alterations prior to leaving the site. In particular, additional openings should not be made and wall panels removed. In inclement weather, all openings should be closed up, and fastened down. If in any doubt, the Hirer should seek advice from the Company.
- 8) **Force Majeure:**

The Company will use its best endeavours to fulfil every contract. No liability is accepted for delays or cancellation of the contract due to anything beyond the reasonable expectation or control of the Company. Specifically:

 - a) Loss or damage by fire, storm, war, terrorism, Act of God or other accident.
 - b) Any strike or other industrial dispute.
 - c) Adverse weather conditions.
 - d) The requirement of any statutory public or local authority.
- 9) **Cancellation:**

A non refundable deposit will be taken by the Company to confirm the booking. No further charge will be made for cancellations made six weeks before the starting date of the hire period. Should cancellations be made within six weeks of this date, the Company will make every effort to rehire the equipment, and if so no charge will be made. Should this be impossible, the Company reserves the right to charge up to 50 % of the hire price quoted. If cancellations are made less than 20 days before the date of erection, the full hire price will be levied.
- 10) **Payment:**

Payment in full must be received at our offices fourteen days prior to event date. If settlement is not effected, the Company reserves the right to charge interest at a monthly rate of 4.8% on any outstanding monies.
- 11) **Modification:**

The above conditions may only be modified by written agreement between the Company and the Hirer. All the conditions form part of the Contract of Hire, and by the acceptance of the equipment the Hirer is deemed to have accepted these.