

Terms and conditions

Definitions

“Company” means, Midlands Marquee Hire, Roden House, Roden Street, Nottingham, NG3 1JH

“Client” is the person hiring the equipment from the Company

“Equipment” is the tent(s) and other materials specified on the invoice form

“Delivery Date” is the date the company will arrive on at the hire site

“Period of Hire” means the period from delivery to dismantle and remove from site

“Hire Charge” is the amount payable to the Company as specified in the invoice and booking form

These conditions shall apply to all orders and contracts for the supply of equipment in the UK by the company

All orders for goods shall be deemed to be a offer by the client to hire goods in accordance with these conditions and the booking form

The company undertakes

1. To deliver the equipment on the delivery date and proceed to erect it for use on or before the commencement use period
2. To dismantle and remove the equipment from site as soon as reasonably possible after the use period

The client undertakes

1. To pay the deposit and to pay the balance in accordance with the invoice. The company reserves the right not to provide equipment should payment not be received
2. To pay the deposit at any time before delivery date to secure booking and to pay the outstanding balance in full on the completion of erection or before.
3. To pay interest on all monies outstanding 14 days after the date of payment at a rate of 5% per week of the total invoice
4. To give notice to the company and to obtain any necessary permits from local authorities/site owners prior to erection. Any costs incurred in delays from the absence of all such necessary permissions/permits shall be payable to the company from the client
5. Where appropriate to obtain a licence from local authorities, notification should be given to the company 28 days prior to the event. Should the company for any reason be unable to comply with the requirements then the contract shall be deemed void between both parties
6. If any part of the equipment supplied by the company includes the need to power the client must provide the correct power points
7. Not to enter the equipment whilst its being erected
8. The client shall be responsible for and indemnify the company against any loss or damage to all hired equipment whatsoever the cause
9. Not to use any lighting, heating, cooking, or other gas or electrical appliances of any kind without the previous consent in writing of the company
10. Not to light, or allow to be lit, any fire, candles or other naked flame within or close to the equipment without the prior written consent of the company
11. Not to tamper with the structure or any part of the equipment and in particular not to affix or suspend from the equipment any item whatsoever without the company's prior written consent

Variations

1. The company will use its best endeavours to supply the client with the equipment ordered but where this is not possible the company will notify the client as soon as possible for any alterations to the design and specifications of equipment and where the alteration is fundamental the client may terminate the contract and any deposit will be refunded
2. The price is based on the assumption that the client provides a firm level site and that it's not material that's impervious to stakes or doesn't absorb rain water. If this is not the case when the original quotation was agreed and the costs to the company are subsequently increased by reason of increased labour etc, then this additional cost will be passed onto the client

Understandings

1. The price doesn't include making good any repairs to the site unless caused by the company
2. All sums payable under this agreement are exclusive of VAT. Any duties are payable in addition to agreed sums

Loss Damage or Excessive Soiling

1. The client shall through the period of hire be responsible for the maintenance and safe custody of the equipment
2. The client must be satisfied with the equipment before use and should notify the company of any discrepancy's
3. The client shall indemnify the company against the FULL value of any loss, damage or excessive soiling however caused unless by the negligence of the company

Cancellation

1. Either party shall have the right to terminate this contract without penalty within 10 days following the payment of the deposit. In the event of such termination by either party the company shall refund all funds by way of deposit or otherwise
2. Once the period of 10 days has passed should the client cancel the contract then compensation will be paid of 50% of the agreed invoice cost
3. The company reserves the right to cancel at any point without liability a booking which the company believes may cause damage to equipment through force majeure

Exclusion of Liability

1. The company shall make every effort to complete the erection of the equipment on or before the commencement of the use period, provided that the client has complied with the undertakings set out above.
2. If the equipment is not erected before the commencement of the use period the client shall have the right to withdraw and the company shall return all monies paid
3. If the equipment is not erected because of delays due to weather or other circumstances beyond its reasonable control the company shall not be liable to pay further compensation to the client
4. The company shall take all reasonable care to avoid any damage to the clients own equipment

Third Party Liability

The company will not be responsible for and the client 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 was caused by faulty material or workmanship or negligence on the part of the company