



## **Definitions**

- "The company" is **Chichester Stretch Marquees** and/or their subcontractors or agents.
- "The hirer is the person hiring equipment from the company.
- "The equipment" is all items provided to or hired by the hirer.
- "The period of hire" means the time commencing with the arrival of the equipment on site and terminating when the company removes the equipment.
- "The hire agreement" is the contract entered into by the hirer and the company.

## **General**

- These terms and conditions apply to all contracts entered into by the company unless otherwise stated in the company's written quotation. Any offer of equipment is subject to stock being available on receipt of order.

## **Terms**

- The hirer will pay a non-returnable deposit of a designated sum (as detailed in the quotation at the time of the order) and the balance of the total hire charge fourteen days prior to the commencement of the period of hire.
- Should full settlement not be made fourteen days prior to the commencement of the period of hire then the company reserves the right to cancel the hire agreement at any time.

## **Cancellation**

- In the event of cancellation, the deposit (as detailed in the quotation at the time of the order) is not refundable.

## **Site Conditions**

- The company's quotation for hire charges is dependent on a level firm site being provided with easy access for commercial vehicles unless discussed and agreed otherwise in writing.



- The company cannot be held responsible for damage caused to concealed or buried pipes, cables and other services unless their positions have been clearly marked on the site by the hirer.
- The quotation for lighting is made on the assumption that a suitable and sufficient power point is available within 5 meters of the stretch tent marquee structure.
- The company reserves the right to erect, dismantle and remove the equipment from the site at its convenience.
- The hire charges do not include any repairs or making good that may be required to the site.

## **Health and Safety**

- The company reserves the right, in its absolute discretion, to require the evacuation of a marquee(s)/Tents(s) and/or the cancellation of an event to be held in the marquee(s)/Tent(s). Where this occurs due to health and safety considerations the company accepts no liability for any loss whatsoever.
- Any alteration or addition to the equipment by the hirer or his licenses must have prior written permission of the company.

## **Hirer's Responsibility**

- The hirer shall provide the company with a plan showing where he/she requires the equipment to be erected, or alternatively have a representative on the site for that purpose. Otherwise the company will erect the equipment where it thinks fit and a further charge shall be incurred if the hirer wishes the equipment to be repositioned.
- The hirer is responsible for obtaining any site permits that may be necessary.
- The hirer is responsible for and will indemnify the company for any loss or damage whatsoever.
- In no circumstances will the liability of the company exceed the total hire charge.
- The hirer will remain responsible and indemnify the company against any damage or loss caused by their negligence. In the event of a claim for loss or damage being accepted by the company's insurers, the hirer will be liable for the first £500 of any such loss or damage.



## **Third Party Liability**

- The company will not be held responsible for, and the hirer will indemnify the company against, all claims for injury to persons, or loss of, or damage to, property, however caused, unless it be proved that such injury or damage resulted from faulty materials, workmanship, or negligence on the part of the company.
- The company will not be held responsible for mechanical or electronic failure irrespective of the cause of this.

## **Damage Waiver**

- When a Damage Waiver Fee is charged to the hirer, it will be at the rate of 5% of the hire total, unless stated in the quotation otherwise.
- The Damage Waiver Fee covers the equipment against accidental damage, theft, vandalism, fire, explosion, storm, and tempest as long as damage arising from the fire, theft, vandalism, is reported to the police immediately and to the within 24 hours. However, the hirer will be liable for the first £500 of any claim and for any loss or damage resulting from their negligence or legal liability.
- If the hirer declines to pay a Damage Waiver Fee, responsible proof of insurance cover should be supplied to the satisfaction of the company.
- The company cannot accept responsibility for the safety of the hirer's own equipment, when stored in the company's marquees/tents.
- Cover only applies to equipment that is delivered by the company and does not include any equipment provided by a subcontractor, unless otherwise invoiced by the company.

*Any breach of the company terms and conditions as herein stated will negate the damage waiver.*

## **Force Majeure**

- Whilst every effort will be made to by the company to complete orders, the company cannot be held liable for variation or non-completion of orders due to Act of God, Fire, Storm, Gale, Tempest, War, Pandemic, Terrorism, Strikes, Riots or Lockouts.