

Terms & Conditions of Hire

<p>1. Definitions</p> <p>1.1 "Marquees.com Ltd" means Craig Walker & Philippa Walker trading as Marquees.com Ltd Marquee Hire, 23 St Vincent Drive, Hartford, Northwich, CW8 2FD.</p> <p>1.2 "Hirer" means the person (or body) hiring Equipment from Marquees.com Ltd further to the Contract and "hire" will be construed accordingly.</p> <p>1.3 "Hire Period" means the period of hire from and including Delivery, the period of Equipment hire by the Hirer, and includes Collection by Marquees.com Ltd brief details of which will be set out on the quotation/order confirmation. "Equipment" means any item hired to the Hirer under the Contract which may include without limitation a marquee or that which Marquees.com Ltd has sub-hired to fulfil the contract for the event.</p> <p>1.4 "Contract" means any contract between Marquees.com Ltd and a Hirer to which these terms will apply</p> <p>1.5 "Site" means the property intended by the Hirer for Equipment to be placed and erected.</p> <p>2. Application of Conditions Unless other terms are accepted by an authorised person on Marquees.com Ltd' behalf in writing any Contract is on these terms and those implied in the Seller's favour which are not inconsistent.</p> <p>3. Quotations</p> <p>3.1 Acceptance Marquees.com Ltd may accept or decline an order at any time before the Hirer receives an order confirmation from Marquees.com Ltd only at which time there will be a Contract.</p> <p>3.2 Basis</p> <p>3.2.1 Hire charges do not include attendance by Marquees.com Ltd staff other than for erecting, dismantling and delivering equipment unless agreed in writing by Marquees.com Ltd.</p> <p>3.2.2 Marquees.com Ltd may sub-contract any part or all of any Contract at any point.</p> <p>3.2.3 Hire charges for furniture and any other Equipment except marquees include Delivery to the Site only and exclude erecting, dismantling or placing.</p> <p>3.2.4 The Hirer is responsible for preparing and making good the Site. Marquees.com Ltd do not accept liability for damage caused by the positioning, access, erection or removal of the marquee/equipment subject to clause 5.2.</p> <p>3.2.5 The Hirer must not sell, assign, mortgage, dispose or let on hire the Equipment or charge the benefit of the contract.</p> <p>3.2.6 Quotations are valid for 30 days from their date unless withdrawn by Marquees.com Ltd and are exclusive of VAT unless stated otherwise.</p> <p>4. Access, Delivery and Collection</p> <p>4.1 "Delivery" will be the point at which Marquees.com Ltd begin to remove Equipment from Marquees.com Ltd' vehicles at the Site. "Collection" will be the point at which Marquees.com Ltd (with or without the Hirer present) complete the Site inspection referred to in clause 4.7, below.</p> <p>4.2 The Hirer must have obtained all necessary permits from local authorities or Site owners prior to the delivery of the Equipment and must draw the Site owner's attention to clause 12.1 as soon as possible before the Hire Period begins.</p> <p>4.3 The Hirer must notify Marquees.com Ltd of and clearly mark out any drains, pipes, underground or overhead cables or other obstacles, which may affect the Site. Marquee stakes may be driven up to 1 metre into the ground. Marquees.com Ltd accepts no responsibility for damage to any services and the Hirer will indemnify and keep indemnified Marquees.com Ltd in respect of any liability and costs to a third party arising out of such damage.</p> <p>4.4 The Hirer must be present at the time of delivery to confirm the exact location for the Equipment and sign the delivery note. If the Hirer or a representative is not on Site at the time of delivery then:</p> <p>4.4.1 The Hirer is deemed to accept the content of the delivery note.</p> <p>4.4.2 Marquees.com Ltd may erect or place Equipment in a location and manner deemed appropriate at Marquees.com Ltd' staff's discretion or refuse to erect or place any Equipment.</p> <p>4.4.3 If the Hirer leaves a site plan and drawing to assist Marquees.com Ltd in positioning the Equipment to follow such a plan will be at Marquees.com Ltd' staff discretion</p> <p>4.5 The Hirer must ensure that the size and surface of the Site is suitable for delivery and erection of Equipment with sufficient drainage and free of risk of flooding. The Site must be served by a firm access road with adequate hard standing for commercial vehicles adjacent to the Site. Marquees.com Ltd may make an extra charge for delay resulting from poor access.</p> <p>4.6 Marquees.com Ltd may charge extra for drilling and fixing if Equipment is to be sited on a hard surface.</p> <p>4.7 Before Marquees.com Ltd' staff leave the Site a joint Site inspection is necessary between the Hirer and Marquees.com Ltd' staff at which the Hirer must raise any queries concerning defects/errors/omissions. If the Hirer is not available for the joint inspection at the time of Delivery or Collection then Marquees.com Ltd will carry out an inspection which will be deemed to be acceptable. Marquees.com Ltd will charge for any return visits to the Site to make good any issues not raised at this inspection.</p> <p>4.8 Should the Hirer require Equipment to be relocated for any reason other than Marquees.com Ltd' negligence then Marquees.com Ltd reserve the absolute discretion not to carry out such relocation and may charge the Hirer extra for any such relocation.</p> <p>4.9 The Hirer must provide a 240 volt electrical supply during delivery and erection of Equipment.</p> <p>5.0 Marquees.com Ltd' Liability and Insurance</p> <p>5.1 If Marquees.com Ltd fails to fulfil any terms of the hire contract liability is limited to refund or cancellation of any hire.</p> <p>5.2 Marquees.com Ltd will be under no liability under the Contract for any personal injury, death, loss or damage (other than death or personal injury resulting from Marquees.com Ltd' negligence) including without limitation loss of profits and Marquees.com Ltd excludes all conditions, warranties and stipulations, express or implied, statutory, customary or otherwise which but for such exclusion would or might subsist in favour of the Hirer.</p> <p>5.3 Marquees.com Ltd maintains liability insurance to a maximum of £2,500,000. The liability of Marquees.com Ltd its employees and members in respect of any claim is limited to that amount in any event notwithstanding any other clause.</p> <p>5.4 Notwithstanding any other clause risk in the Equipment will be with the Hirer for the Hire Period.</p> <p>5.5 Marquees.com Ltd accepts no liability to the Hirer if the Hirer is in breach of clause 10.1 to 10.8 and the Hirer will indemnify and keep indemnified Marquees.com Ltd in respect of any loss, damage, costs or expenses in full against any liability arising out of the Hirer's breach of such clauses.</p> <p>5.6 Marquees.com Ltd shall not be responsible for shortages, breakages and/or damage to equipment hired to the hirer and under such circumstances the hirer will be charged for any shortages, breakages or damage at replacement cost at the time of hire.</p> <p>6 Alteration of the Contract No variation to the Contract is effective unless written and signed by each party's authorised representative</p> <p>7. Payment</p> <p>7.1 Marquees.com Ltd (unless Marquees.com Ltd agrees otherwise in writing) requires a 25% deposit to request a booking (and if Marquees.com Ltd do agree that no deposit is required on booking and "Acceptance" (3.1) has occurred, the deposit will become payable upon cancellation). Marquees.com Ltd does not accept Credit or Debit card.</p> <p>7.2 The balance of the hire charge is payable by the Hirer in cleared funds on the date that the Equipment is delivered and erected. Otherwise a cheque to be received 7 days prior.</p> <p>7.3 If payment is not received when set out in clause 7.2, Marquees.com Ltd may charge at it's option:-</p> <p>7.3.1 Interest on the outstanding amount at the rate of 2% above base lending rate of</p>	<p>the HSBC bank from the due date until payment accruing on a daily basis until payment is made, before or after any judgement.</p> <p>7.3.2 Interest calculated in accordance with and any other fee prescribed by Late Payment of Commercial Debts (Interest) Act 1998, Late Payment of Commercial Debts Regulations 2002 or any re-enactment or amendment of either of them (even if were it not for this clause their relevant provisions would not apply to the Contract).</p> <p>7.4 Should any cheque to Marquees.com Ltd be dishonoured then the Hirer must reimburse Marquees.com Ltd any account charges, costs and expenses (on a full indemnity basis) arising as a result.</p> <p>8 Delay Marquees.com Ltd will endeavour to deliver the Equipment and supply the services under the Contract within the time agreed (and if no time is agreed within a reasonable time) but under no circumstances will Marquees.com Ltd be liable for loss or damage of any kind whatsoever caused by directly or indirectly by any delay in the delivery of Equipment or supply of services and in particular without limitation Marquees.com Ltd will not be liable for the delay or failure to fulfil any contract due to:</p> <p>8.1 Adverse wind or weather conditions. The decision as to the severity of this to be at Marquees.com Ltd' sole discretion;</p> <p>8.2 The Site being unsuitable or unprepared;</p> <p>8.3 Access to the Site being unsuitable or unavailable at the time of delivery;</p> <p>8.4 Any industrial dispute, lock out or strike, accident, fire, civil unrest, act of a government agency or act of God;</p> <p>8.5 Loss or damage to the equipment by vandalism, theft, fire or flood;</p> <p>8.6 Any other cause outside of Marquees.com Ltd' control.</p> <p>9 Cancellation Should the Hirer wish to cancel the contract this must be done in writing to Marquees.com Ltd' registered office which cancellation will be effective only when received by Marquees.com Ltd. In all cases the Hirer will forfeit the deposit and in addition:-</p> <p>9.1 If Notice of cancellation is received 14 days or less to the commencement of the Hire Period the full amount shown on the accepted quotation must be paid.</p> <p>9.2 If Notice is received 28 days or less but more than 14 days prior to the commencement of the Hire Period, a total of 50% of the contract value must be paid.</p> <p>10 Health & Safety</p> <p>10.1 The Hirer is responsible for health and safety during the Hire Period including without limitation all applicable health and safety regulations, safety at work regulations, fire regulations, attendance restrictions, and compliance with the requirements of any applicable authority.</p> <p>10.2 The Hirer must ensure that all persons, other than Marquees.com Ltd' staff, are kept away from Marquees.com Ltd' vehicles and all Equipment whilst it is being delivered, erected, placed or collected.</p> <p>10.3 The Hirer must ensure that no alterations or additions are made to the Equipment without the prior written consent of Marquees.com Ltd. Under no circumstances should any ropes or fixings be altered. Where the Hirer suspects unauthorised alterations or additions have been made the Hirer must contact Marquees.com Ltd immediately under which circumstances Clause 11 will apply.</p> <p>10.4 The Hirer must ensure that any openings in the Equipment (in particular any marquee) are closed and secured, especially in windy conditions. Any doors or access points should be closed and fastened when not in use.</p> <p>10.5 The Hirer must ensure that there is no use of any lighting, heating, cooking or other gas or electrical appliances at all in or near the Equipment without Marquees.com Ltd' prior written consent.</p> <p>10.6 The Hirer must ensure that all Equipment is adequately heated to protect from frost, snow or ice damage and must ensure that no snow is allowed to build up on the Equipment.</p> <p>10.7 The Hirer must during the Hire Period take, and ensure that any employee, agent or sub contractor takes, all reasonable care in respect of the Equipment and in respect of any event of any nature at which any equipment is placed or erected. The hirer must ensure that any heating and cooking equipment be placed a minimum of 6 feet from the marquee or tent panels and not left unattended whilst in use.</p> <p>10.8 The Hirer must ensure that nothing is attached/suspended from the Equipment without Marquees.com Ltd' prior written consent.</p> <p>11 Emergency Call Out Should an emergency call out of Marquees.com Ltd' staff be made this will be charges at such rates as Marquees.com Ltd require with regard to the time and nature of the call out and Marquees.com Ltd' necessary expenses in dealing with the call out except here such an emergency is caused by defective materials or Marquees.com Ltd' negligence.</p> <p>12 Breach of Contract, Insolvency, and Losses</p> <p>12.1 If the Hirer becomes bankrupt or is a company and a liquidator, administrator or receiver is appointed or if there is a material breach of the Contract by the Hirer then Marquees.com Ltd may cancel the Contract immediately (which for the avoidance of doubt will include the right to stop the Equipment in transit) without liability to the Hirer but without prejudice to it's other rights and remedies under the Contract and may remove any Equipment delivered and the Hirer will be deemed to have granted irrevocable authority to Marquees.com Ltd to enter upon the Hirer's premises or other premises where the Equipment may be by its employees or agents to take possession of the Equipment and (if necessary) to dismantle the Equipment from any thing to which they are attached.</p> <p>12.2 No property (legal or equitable) in the Equipment will pass to the Hirer.</p> <p>12.3 The Hirer will hold the Equipment in a fiduciary capacity for Marquees.com Ltd and ensure that Equipment is identifiable from any property belonging to anyone else.</p> <p>12.4 Marquees.com Ltd will have the right to maintain an action against the Hirer for the price of the Equipment notwithstanding that no Property is to pass to the Hirer.</p> <p>12.5 If the Hirer breaches clause 3.2.5 the Hirer will transfer its rights to issue proceedings in respect of any third party to Marquees.com Ltd and will immediately notify the third party.</p> <p>12.6 Marquees.com Ltd will inspect Equipment following the Hire Period and may charge for cleaning or replacing lost or damaged Equipment as Marquees.com Ltd deems appropriate except where this is due to fair wear and tear.</p> <p>12.7 The Hirer must insure all Equipment for its full value against damage or loss for the Hire Period.</p> <p>12.8 Marquees.com Ltd will (without prejudice to any other remedy available) have in respect of all unpaid debts due from the Hirer a general lien on all property of the Hirer in Marquees.com Ltd' possession for whatever purpose and be entitled on the expiration of not less than 14 days notice in writing to the Hirer to dispose of such property and to apply the proceeds towards the satisfaction of such debts.</p> <p>13 Non-availability of Equipment</p> <p>13.1 No variation in the Equipment or services under the Contract from that which the Hirer has requested which in the reasonable opinion of Marquees.com Ltd does not affect the suitability of the Equipment or services for the purpose for which they are supplied by Marquees.com Ltd will constitute a breach of Contract or impose upon Marquees.com Ltd any liabilities whatsoever.</p> <p>13.2 If Marquees.com Ltd cannot provide reasonable alternative Equipment then Marquees.com Ltd will notify the Hirer of cancellation of the Contract and any monies paid will be refunded, but no other claim will lie against Marquees.com Ltd.</p> <p>14 If the Hirer has a claim against Marquees.com Ltd there will no right of set off against any money due to Marquees.com Ltd.</p> <p>15 This Agreement will not create rights under Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties' successors in title.</p> <p>16 English Law governs this Agreement. The Parties submit to the English Courts' exclusive jurisdiction.</p> <p>17 Any indulgence or waiver by Marquees.com Ltd of its rights under the Contract in respect of any particular breach or series of breaches will not be an agreement to grant the same indulgence or make the same waiver of Marquees.com Ltd' right in respect of any other breach.</p> <p>18 If the Hirer is more than one person all rights and obligations further to the Contract will be joint and several.</p> <p>19 The illegality, invalidity or enforceability of any clause or part of this Agreement will not affect the legality, validity or enforceability of the remainder. If any clause or part is found by any competent Court or Authority to be illegal, invalid or unenforceable, the Parties will substitute provisions in a form as similar to the offending provisions as possible without thereby rendering them illegal, invalid or unenforceable.</p>
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