

Conditions of Hire of Marquee and ancillary items

1. **Definitions:** These conditions are the terms on which Bisley Leisure Hire Ltd hereinafter referred to as "The Company" contract for the hiring of goods and services and no variation or modification of these terms and conditions shall be of any effect unless agreed in writing by The Company. Hirer means the person hiring framed structures, marquees, tables, chairs, flooring, carpeting, lighting, heaters and other equipment from The Company as detailed on the first page of this Contract/Booking Form. Equipment means items hired from The Company – marquees, tables, chairs, flooring, carpeting, lighting, heaters and any other equipment listed on the Booking Form.
2. **Ownership of Goods:** Goods are uniquely identifiable. Goods remain the property of The Company at all times.
3. **Loss or Damage:** From the time when the Company has completed the installation/siting of the equipment until the time when the Company has removed it, the Hirer shall be responsible for the safety of the Equipment and shall make good to the Company all loss or destruction or damage to the Equipment or any part thereof, however and by whomever and whatsoever caused EXCEPT where such loss, destruction or damage is the consequence of defective materials or workmanship. Alternatively, the company can offer a "Damage Waiver fee" against A. Theft, B. Vandalism, C. Fire and Explosion, D. Storm and Tempest at an extra cost of 5% of the hire charge.
4. **Booking:** Once a signed rental booking form has been received by The Company it is assumed that the hirer has accepted the confirmation. Any queries or changes to the confirmation must be notified within 72 hours of the post marked date
5. **Deposit:** A deposit of 25% of the total hire fee is required to secure the booking with the balance being payable upon completion of the erection of the marquee and other equipment unless other prior arrangements have been made with The Company.
6. **Cancellation:** Written notification of cancellation must be given by the hirer. If cancelled within 14 days of the event date full charges will apply if cancelled between 15 – 30 days prior to the event 50% of the total hire charge will apply and more than 30 days' notice the 25% deposit will be retained.
7. **Delivery:** – any times and/or dates given by The Company to the hirer are intended as an estimate only. No liability will be taken for any loss or damage or expense incurred by the delay in the delivery of the goods.
8. **Site:** A. Hire charges are based on the assumption that the site is reasonably firm, with easy access for motor vehicles, that no cables, drains, pipes or other services are concealed beneath the surface and that no overhead obstructions will impede erection. B. There is no risk of flooding. C: The Hirer shall provide the Company with an accurate plan of the site showing all relevant services and any obstacles which may affect the erection of the equipment. D. The Hirer is responsible for giving notice to, or obtaining permission from Local Authorities or Site Owners prior to erection if so required. Any costs incurred from the absence or misrepresentation of permission to The Company are payable by the Hirer.
9. **Position of Marquee and Equipment:** The Hirer will provide an accurate and detailed plan of where the marquee and other equipment is to be positioned. Alternatively, the Hirer or a representative must be on site at the time of erection or the site to be clearly marked. If the Hirer fails to provide either the Company will proceed to position the equipment where they believe to be the most suitable site. A charge will be made on top of the agreed contract for any equipment asked to be moved.
10. **General Care:** The Hirer will be responsible for the equipment once on site and must ensure that framed structures and marquees are completely closed when not in use. Please keep pets out of the marquee. The Hirer must not attempt to dismantle or move any of the Company's equipment or alter it in any way.
11. **Equipment:** All equipment delivered as per the contract will be charged for whether used or not.
12. **Third Party Liability:** The Company will not be responsible for and the Hirer will indemnify The Company against all claims for injury to persons and loss or damage to property or equipment howsoever caused unless it can be proved that such injury loss or damage is the result of negligence on the party of The Company. The Company shall not be liable for any damage or injury incurred by any person or property during the hire period who use or are in the vicinity of the Equipment.
13. **Fire Fighting Equipment:** It is the hirer's responsibility to provide adequate fire fighting equipment deemed necessary for the event.
14. **Electrical Equipment:** Any electrical equipment must be firmly fixed and sufficiently guarded to avoid any risk of coming into contact with the elements. Where electrical appliances have been hired, the Hirer must provide a suitable 240v supply within 15m of the equipment, and shall be wholly responsible for the adequacy and reliability of that supply. If in doubt please check with a qualified electrician.
15. **Winter:** – The Hirer is responsible for heating the interior of framed structures to not less than 12°C in the event of snow, or should snow be forecast.
16. **Adverse Weather:** – The Company reserves the right to refuse to erect tented structures in extremely windy or inclement conditions – however every effort will be made to fulfil the contract with the Hirer.
17. **Force Majeure:** – whilst every effort will be made by The Company to carry out any order accepted, the full performance of it is subject to variation or organisation by The Company consequent on Act of God, War, Strikes, Riots, Floods, Lock-outs or other labour disturbances, restriction on the use of transport, labour or any other cause beyond the control of The Company.

I have read and accept the Conditions of Hire and confirm that the details of hire overleaf are correct.

Signed: .....Print Name: .....

Date: .....