



Terms and Conditions of Hire

Contract

A contract will only arise when Finesse Marquees accepts the Customer's order in writing agreeing to the terms and conditions of hire along with the stated deposit. An order once accepted cannot be cancelled without the business' written consent.

Unless otherwise agreed the period of the hire shall commence when our staff arrive at the site with all or any of the equipment and shall continue until all our equipment has been removed.

The Site

The hire charges are based on the assumption that the site is flat, level and firm, but with readily penetrable ground with easy access for motor transport without overhead obstructions. The hire charge does not include making any repairs to the site, which shall be at the Hirer's own expense. It is the Hirer's responsibility to ensure the site is in a fit state before the arrival of the business to commence assembly of the marquee. Any long grass should be cut at least a couple of days in advance, excessive undulations filled with sand or soil and the ground be free from all animal droppings.

It is the Hirer's responsibility to inform us of drains, pipes and underground cables. Pins may be driven up to 1 metre into the ground.

If there are any abnormal conditions attached to the site, which effect the erection of the equipment, we reserve the right to make an additional charge to cover the cost of any additional labour and equipment.

We are not responsible for any damage to the site on which the equipment is erected and this shall be the sole responsibility of the Hirer.

It is required that somebody be on site on arrival to show where the marquee is to be located (*if not known already*). Any delay as a result of delayed access or direction will incur additional costs.

Erection and Dismantling

No liability is accepted for delays or non-performance of this Contract due to:

- The site being unsuitable or access being unavailable
- Loss or damage by fire, storm, tempest or other accident
- Any strike or other industrial dispute
- Adverse weather conditions
- The requirement of any statutory public or local authority

The company shall have no liability to ensure the levelness of floor which it may supply, but shall be bound only to use its best endeavours to form such a level of floor as can reasonably be achieved, having regard to the nature of the underlying surface.

The company shall be entitled to charge the customer for the cleaning, repair or refurbishing of any equipment belonging to the company or hired by the company on behalf of the customer, if the equipment at the end of the period of hire is in inferior condition, fair wear and tear accepted, than it was at the commencement of the period of hire.

In no case shall we be liable for any damage or injury incurred to any person or property during the period of hire that use or are in the vicinity of the equipment.

The prices quoted for tables and seating does not include erection, placing or dismantling unless otherwise stated in writing.

On completion of the hire date the Hirer must take reasonable steps to ensure that the marquee and equipment are in a ready state to uplift and dismantle at the agreed time. The tables and chairs must be free of all objects and obstructions and the marquee cleared of all apart from the equipment hired from the company. Failure to do so may result in an extra charge.

In the event of bad weather, the Hirer must take all reasonable steps to ensure all doors and entrances are kept closed and no equipment is left out of doors.

In the event that extreme weather or storms are forecast we may decline to erect the marquee or if already erected we may have to dismantle. You will still be liable for full hire.

Where stated by the Company, the Hirer must provide overnight or 24 hours security to ensure the safe keeping of all the equipment whilst on site for the duration of the hire period. This will be at the Hirer's own expense.

The Hirer is not contractually responsible for the equipment, but remains legally liable for damage or loss caused by negligence.

Cancellation

In the event of cancellation by the Hirer any deposit paid will be forfeited.

In addition, dependent on the period of notice given, you will be liable to pay the following:

- More than 45 days notice 25%
- 31-45 days notice 50%
- 14-30 days notice 75%
- Less than 14 days notice 100%

(The price of the deposit would be deducted from the amounts above, however the payments shall never be less than the deposit if it is greater)

The business reserves the right to vary the quoted hire charges in the event of any increase taking place before or during the period of hire in the cost of labour, materials or transport.

Payment

Payment will be required within 21 days of the invoice date, after which we reserve the right to charge interest of 2% per month.

Force Majeure

Whilst we endure to do our utmost to ensure the smooth running of your event, we cannot be held liable for anything that may occur outwith our immediate control.

The above conditions form part of the Contract for Hire and by the acceptance of the equipment the Hirer is deemed to have accepted these conditions.

Your complete event handled with finesse

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