

TERMS AND CONDITIONS OF HIRE

In these conditions John M Carter Ltd and their Sub-Contractors and agents are referred to as the Company.

- 1. CORRESPONDENCE** Applications for the hire of marquees tents and equipment should be addressed to -
JOHN M CARTER LTD BASINGSTOKE
- 2. CONDITIONS** The Company will submit a written quotation which the Hirer shall accept in writing the absence of such written quotation or acceptance however shall not invalidate the contract and all work quoted for and undertaken by or goods hired from the Company shall be subject to these terms and conditions and the Hirer by authorising or allowing work to proceed or goods to be deemed to have confirmed the contract and to have accepted these terms and conditions.
- 3. PERIOD OF HIRE** The period of hire is understood to mean the period of which the tentage or equipment is required to be ready and available for use.
- 4. SITE** The hire charges are based on the assumption that the site is flat level firm ground with easy access for motor transport, and that no drains, cables or other services are buried beneath the surface or otherwise concealed. The hire charges do not include any making good or repair of damage to site. Special rates will be payable for the hire of equipment on sites not conforming to the above requirements for the delivery of goods other than on level ground. The Hirer shall provide the contractor with a plan showing the position in which the tents or equipment are to be erected or shall have a representative on the site for that purpose and in the absence of both the contractor having erected the tents or equipment where he thinks fit shall be deemed to have completed the contract.
- 5. HIRE CHARGES** The charges published in any of the Company's printed matter are for the guidance of the Hirers in estimating costs only and do not constitute an offer.
- 6. VARIATION OF HIRE CHARGES** The Company 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.
- 7. PAYMENT** Payments must be made in accordance with the terms stated in the Company's quotation. The Company reserves the right (a) to charge a deposit to cover part or the whole of the value of the property or equipment hired and (b) should the settlement not be effected within thirty days of the termination of the hire period to charge interest on the hire charges such interest to accrue from the date of expiration of the thirty days' period mentioned.
- 8. LOSS OR DAMAGE** The Hirer shall during the period of hire be responsible for the maintenance and safe custody of the Company's equipment from completion of erection until dismantling. The Hirer will make good to the Company all loss or damage to the Company's property or equipment hired or used on the site (other than fair wear or tear).
Heating and cooking appliances must be kept well away from the tent and not left unattended whilst in use. Barbecue equipment or open fires are to be kept outside the tent/marquee and sited well away from the tent/marquee. Heating and cooking appliances must be electrical or purpose designed propane or butane gas.
- 9. LIABILITY TO THIRD PARTIES** The Company will not be responsible for and the Hirer 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 caused by faulty material or workmanship or negligence on the part of the Company.
- 10. ERECTION AND DISMANTLING** The Company normally provides labour for the erection and dismantling and the cost thereof is included in the hire charges. Only in exceptional circumstances and by special arrangement will the Company allow the Hirer to erect and/or dismantle the Company's property.
- 11. ATTENDANCE** The hire charges do not include attendance by the Company's men except during the actual processes of erecting and dismantling of tentage.
- 12. PERMITS** The Hirer is responsible for giving notice to or obtaining permits from any authorities who are or may be concerned and must take application where necessary to the Planning Authority, District Surveyor, Police, Fire Brigade and any similar authority or organisation. Any costs incurred in delays or modifications in the work arising from the absence or misrepresentation of all such necessary permissions and permits shall be payable to the Company by the Hirer and shall be deemed to be part of the hirers charge for the purpose of Clause 7 hereof. Where appropriate obtain a licence from the Local Authority. Any requirements under the licence must be notified to us in writing, at least 28 days prior to erection. Should the Company for any reason be unable to comply to these requirements, then the Contract will become void and the customer advised accordingly.
- 13. FORCE MAJEURE** While every effort will be made by the Company to carry out any order accepted the full performance of it is subject to variation or cancellation by the Company consequent upon Act of God, War, Strikes, Riots, Lock-outs or any other disturbances. Fire, Flood, Storm, Gale or Tempest restrictions on the use of Transport, Fuel or Power. Requisitioning Shortage of material or transport or labour or any other cause beyond the control of the Company.
- 14. MODIFICATION OF CONTRACT** No verbal representations or arrangements are recognised by the Company and these terms and conditions shall be modified by a supplementary written contract.
- 15. CANCELLATION OR PREMATURE TERMINATION OF CONTRACT** In the event of the Hirer desiring to cancel before the commencement of the hire period, the Hirer shall pay to the Company by way of liquidated or agreed damages a sum equivalent to one-quarter of the quoted charge under Clauses 6 and 7 and subject to Clauses 8 and 9 in the event of the termination of the contract by the Hirer after the commencement but before the end of the hire period the Hirer shall be liable to pay the hire charge in full unless otherwise agreed in writing by the Company.
- 16.** Customers must satisfy themselves before use (please see Clause 17) that all equipment ordered has been delivered and the Company's attention should be drawn to any miscounts, omissions, wrong deliveries or damaged equipment in order that charges may not undeservedly be made.
- 17.** No rectification can be made unless notified within 36 hours before the start of the event.
- 18. FIRE FIGHTING** Establish adequate fire points, equipped with extinguishers, buckets of water, sand and small bore hose where piped water is available. Ensure staff know what action to take in the event of fire and where the nearest telephone is sited.