

Terms and conditions of Business

Contract

The company means: Marqueesbystuart limited and all of its trading brands including TentZilla

The Hirer: shall mean: The client

The company will submit a written quotation referencing the terms and conditions below which the hirer shall accept in writing forming a contract. In the absence of any written quotation or written acceptance, the verbal acceptance of goods received for hire or purchase will constitute a contract and acceptance of the terms and conditions contained herein.

Conditions of hire

The company's quotation for hire charges is made on the assumption that the site on which the equipment is to be erected or to which goods are to be delivered is;

1. Flat level firm ground with easy access for heavy motor transport and
2. Has no drain pipes, cables or other services buried beneath the surface or otherwise concealed.

Should the site not comply with these requirements, the company may in its discretion either rescind the contract by giving verbal or written notice to the hirer or make additional hire charges. The company shall not be liable to the hirer for any loss damage or expense resulting from such rescission of the contract.

Liability

Whether the site complies with the foregoing requirements listed in 2 above or not, the company shall not be under any liability whatsoever to make good any damage to the site nor shall the company be under any liability whatsoever in respect of damage to drains, pipes or cables or other services buried under the site or otherwise concealed or any consequential loss resulting from such damage unless an accurate plan showing the precise position of such drains, pipes or cables or other services shall have been supplied to the company.

Positioning of services for hire

The hirer shall provide the company with a plan showing the position in which the marquees or equipment shall be erected or alternatively shall have a representative on the site for that purpose. If the hirer does not provide a plan or have a representative on site, the company may erect the marquees and equipment where it considers fit and it shall be deemed to have performed the contract. Any wasted journeys due to absent representatives will be charged for. Deliveries left at unattended premises are left at the hirer's risk.

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.

Payment

The company will charge a non-refundable 25% deposit with the balance payable no less than 30 days prior to the date of event.

Loss or damage

The hirer is wholly responsible for all equipment on hire from the time of delivery until collection. The hirer will be responsible for the safe custody of the company's property on the site, and 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 and tear) including breakages and damage and loss due to theft or burglary unless it can be proved that such loss or damage be caused by faulty material or

workmanship or negligence on the part of the company. No guarantee can be given that equipment will be removed the following day. We cannot accept any items in place of those supplied. Goods at all times remain the property of the company.

Liability to third parties

The company will not be responsible for and the hirer will indemnify the company against all claims for injury to persons or loss of or damage to property howsoever caused unless it is proved that such injury or damage be caused by fault material or workmanship or negligence on part of the company.

Attendance

The hire charges do not include attendance by the company's staff except during the actual processes of erection and dismantling, should this be required then the company will charge an additional fee clearly stated for this purpose.

Permits

The hirer is responsible for giving notice to or obtaining all necessary permits from any authorities who are or may be concerned and must make application where to the planning authority, district surveyor, police, fire brigade and any similar authority or organisation. Any cost as incurred in delays or modifications in the work arising from the absence of 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 hire charge for the purpose of clause 6 above.

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 other labour disturbances, fire, flood, 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.

Cancellation or premature termination of contract

In the event of the hirer cancelling the contract after a firm order has been placed, charges will be levied as follows:

- More than 60 days notice - loss of deposit
- 60 days notice or less - loss of total hire charge

Electrical Supply

The hirer is responsible for ensuring that the venue has sufficient power supply, plug points, connectors etc for the lighting hired as well as any other requirements they may have.

Complaints

Complaints as to shortage or damage on receipt of goods should be made before use. Complaints of this nature received on return of goods cannot be entertained.

TentZilla is a trading brand of
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