Terms & Conditions of Hire

The Hirer – Refers to the company / person / customer who responded to the booking confirmation email or who has paid the deposit.

The Company – Refers to - First Choice Marquee Hire or First Choice Event Hire or First Choice Temporary Warehousing.

Ground Conditions – Refers to the adequate conditions for the safe erection of the marquee.

Marquee or Equipment – Refers to the marquee / tent-age and/or all hired in equipment as detailed in the booking confirmation, in part or in full.

Contract – is the booking confirmation

Payment in part or in full is acceptance of the details in the booking confirmation, as well as acceptance of our Terms & Conditions of hire.

- 1. Grass to be mown and cleared no less than 24hrs prior to delivery date and site to be totally cleared of all loose items.
- 2. Ground conditions need to be ready for when the marquee is delivered.
- 3. A minimum charge of £80 per hour is made for waiting for ground conditions to be made ready, or hedge/tree cutting, stone/earth removal from the marquee erection site, ground levelling or similar work or any delay to setting up time which is out of control of the company.
- 4. A minimum charge of £120 per hour is made if the company has to undertake any un-agreed ground condition preparation work, or hedge/tree cutting, lawn mowing, stone/earth removal, ground levelling or any similar work not agreed in the booking confirmation.
- 5. The hire charge does not include attendance by the company's staff except during the actual process of erecting and dismantling the marquee, or delivery/collection of equipment.
- 6. Period of hire is meant to mean the period for which the marquee or equipment is required to be ready for use, as detailed in the booking confirmation.
- 7. The hirer shall provide a plan showing the position in which the marquee is to be erected or have a representative on the site for that purpose. In the

- absence of such a plan or representative, the company having started to erect the marquee or equipment, will be deemed to have started the contract.
- 8. Repositioning/alterations to the site after starting will be charged at the appropriate rate.
- 9. The marquee and hired in equipment remains the property of the company. The hirer undertakes not to sell, loan, sub-hire, assign or relinquish possession of any of the hired in equipment, or move, re-site or alter the marquee in anyway whilst under their charge.
- 10. It is the hirers responsibility to inform the company of the presence of drains, pipes, cables etc. up to a depth of 2m, likely to be affected by the use of marquee securing pegs or stakes and to repair or make good the same and to repair any damage to the site generally and it is the hirers responsibility to check over the site after the hire period to make sure that it is safe for normal use of the site resumes.
- 11. The hirer is advised to supervise delivery and collection of the marquee and equipment. If no representative is available the hirer will have to take the assessment of any losses or damage reported by the company as true.
- 12. The hirer will be responsible for the safe custody of the hired equipment whilst on the site and will make good to the company all losses or damage to the hired equipment or equipment on site.
- 13. The hirer is responsible for the safety and security of the marquee and any equipment hired from the company as specified in the booking confirmation, or additional equipment hired, for the duration of the hire period, from the time of delivery to the time of collection by the company. All losses/damage, however caused, are to be paid for by the hirer at the current retail price as new +10%
- 14. The hirer is strongly advised to take out their own insurance to cover damage, loss, theft and public liability for the duration of the hirer period.
- 14a. The hirer is strongly advised to take out cancellation insurance to cover 'all eventualities' from the time of having paid the deposit which secures the booking, as all payments are nonrefundable.

- 15. The hire charges quoted for tables, chairs, bars, fridges, stages etc and other loose items does not include erecting dismantling or placing, unless otherwise agreed in writing.
- 15a. Delivery of event equipment to a venue is to the entrance, unless otherwise agreed in writing
- 15b. Collection of event equipment from a venue is from the entrance, unless otherwise agreed in writing.
- 16. No cooking is allowed in or around any marquee except designated service/catering marquees. A charge for cleaning will be made should any evidence of the aforesaid be found.
- 17. To avoid any additional service/cleaning costs, the marquee should be cleared of all loose items not supplied by the company i.e. tables, chairs, decorations, bin bags the night before the collection day.
- 18. To avoid any additional service/cleaning costs no tape or adhesive should be used on the canvas of the marquee.
- 19. The company does not accept any responsibility for any loss or damage to equipment placed in or near the marquee. (see note 14)

PLEASE NOTE:

- 20. All lighting or electric sockets will terminate at the side of the marquee, unless specific electrical distribution is mentioned in the contract. Each extension lead will supply a maximum of 10 amps.
- 21. Hard flooring will not level uneven ground.
- 22. Marquees erected on hard surfaces may have to be bolted/pegged to the ground or nearby structure, the company will not be held responsible for any damage caused by this procedure. And it is the responsibility of the hirer, and not the company, to 'make good' after the hirer period has finished.
- 23. The booking confirmation is a legally binding contract.

BOOKING PROCEDURE:

- 24. A quotation does not constitute a confirmed booking. Stock is not reserved on the basis of a quotation alone.
- 25. The contract will list everything that we are contracted to provide. Each line will list a separate item. Please make sure that your contract includes for example, tables and chairs, dance floors, power distribution, trestle tables, lining, lighting, generator, flooring etc, as these are not included in the price of the marquee.

- 25a. The company will not be held responsible for any errors or omissions in quotations and contracts and reserve the right to correct errors or omissions at a later date.
- 26. Bookings can be taken over the telephone and are on a first come first served basis. However, a verbal confirmation is not a confirmation or order. We reserve the right to cancel any booking or verbal booking not confirmed by the receipt of a deposit payment.
- 27. If, following a verbal booking, you should change your mind, please inform us in writing, and obtain a cancellation number, otherwise it will remain a booking and you will be liable for a cancellation fee.
- 28. If you have received a contract in error, please inform us immediately or you will be held responsible for the booking.
- 29. Prices shown are for a 3 day hire eg: Delivered on a Friday and collected the following Sunday. With the Saturday in this example being the day of the event. Longer periods are available at 10% per extra day.
- 29b. A company purchase order number (PO number) will act the same as a payment having been received, and be taken as an acceptance of the booking confirmation, as well as a promise of payment.

TERMS OF CANCELLATION:

- 30. Cancellation will only be accepted in writing.
- 31. If the event is cancelled 60 days or less before the event date, the full cost will still be due (less any deposits paid)
- 32. If the event is cancelled between the time of the deposit having been paid and 61 days or more before the event date,
- 50% of the full cost will still be due (less any deposits paid)
- 33. The company may cancel delivery at any time due to safety reasons.
- 34. The date of delivery & date of collection may vary, however, the hirer will be consulted first, unless the change is due to safety reasons e.g. high winds or heavy rain etc in such events the hirer must take the decision of the company as final.
- 35. All deposits are none refundable unless cancelled in writing within 7 days of the deposit having been sent.

PLEASE NOTE:

36. All final payments are to be made no later than 60 days before delivery date.

- 37. All deposits/payments are none refundable.
- 38. The hirer agrees to pay a 10% additional charge on the full cost of the hire, if full payment has not been received within 7 days of the delivery having taken place.
- 39. The company reserve the right to charge a refundable deposit to cover part or whole of the equipment on hire for the duration of the hire period, to cover loss or damage to equipment.
- 41. In the event of an emergency, we reserve the right to substitute alternative sizes of marquees or other equipment to give as near as possible the equivalent requirements.
- 42. All hire prices are quoted subject to the site and sub-surface being suitable.
- 43. All offers for hire are subject to increase if the site is abnormal and causes an increase in labour and or materials.
- 44. Cheques are to be made payable to 'First Choice Event Hire'
- 45. It is the hirer's responsibility to tape/cordon off a safe working area and provide signs to inform people that this is worksite with an increased risk to health & safety and not to enter or cross the worksite, or to have a representative on site to redirect pedestrians/vehicles/traffic around the safe working area.
- 46. As we are not qualified electricians, we strongly advise that the hirer seeks professional advice as to the amount of power required and if additional generators or electrical back up required.
- 47. We strongly advise that if you hire a generator you have spare fuel on site and check the fuel level regularly.
- 48. We strongly advise that if you hire a generator you have a spare generator on site to cover break down.
- 14. The hirer is strongly advised to take out their own insurance to cover damage, loss, theft and public liability for the duration of the hirer period.
- 14a. The hirer is strongly advised to take out cancellation insurance to cover 'all eventualities' from the time of having paid the deposit which secures the booking, as all payments are non-refundable.