

BAILLIES MARQUEES

CONTRACT OF HIRE

1. PRICE & PAYMENT

A non refundable deposit may be required to secure a booking and will be requested at the Companies discretion on an individual event basis. The full balance is due to be paid on or prior to the day of delivery by cash or credit / debit card. We cannot accept cheques at delivery. Payment can be made by BACS but these payments must be showing as cleared before the delivery date or the customer must e-mail evidence that BACS transaction has been initiated. Cheque payments cannot be accepted any later than 10 days before the delivery date and must be showing as cleared funds in the Company account prior to delivery. The Company reserves the right to charge interest on overdue monies at the rate of 8% per annum above the bank base rate and varied from time to time. In addition if the Customer defaults on payment the Company reserves the right to place the matter in the hands of their debt recovery agents, without prior warning in writing, and shall be entitled to a full reimbursement of any fees or disbursements paid to the debt recovery agent to aid recovery of monies outstanding to the Company.

2. INSURANCE

The Company Insurance covers our equipment for all risks excluding theft, wanton damage or vandalism. The Hirer shall be responsible for an excess for the first £1000 of any claim unless this has been waived. Excess waiver fees are calculated individually for each hire in relation to their cost. The fee can quickly be calculated at time of quotation. The Company insurance includes full public liability cover of 5 million pounds. Security of unattended equipment is the full responsibility of the hirer especially if the site is not the hirer's land; we strongly advise that the hirer arranges security for the duration of the hire as losses will not be covered by the Company Insurance. The hirer will be responsible for all equipment hired until collected by Company employees. If there is a delay in collection then the hirer must ensure that all equipment is secured in order to prevent theft/damage. If the Company cannot gain access to equipment hired then this will remain the responsibility of the hirer until such times as it can be collected.

3. UNDERGROUND SERVICES

It is the hirer's responsibility to provide the company with the location of any underground services (gas, water, electricity etc.) that could be damaged by marquee fixing spikes. The hirer will be responsible for any costs associated with the repair to unmarked/unidentified services and associated costs relating to their interruption resulting from not being identified to the company.

4. WEATHER

If extreme weather is forecast during the hire period we have the right to decline the erection and use of the structure. This is for the safety of all concerned. A wind management plan will be supplied to the Hirer and it is their responsibility to ensure that this is followed. The Company monitors wind forecast daily and if gusting winds which exceed those set out in our wind management plan are predicted we will endeavour to contact the Hirer and give advice on action to be taken. If the wind management plan is not followed the Hirer will be liable for any damages, claims by third parties or costs as a result of this not being followed. Hirers will be liable for the full hire fee in the event of late cancellation due to weather. Hirers must be aware of this possibility especially during the winter months. Additional Insurance is available at the hirer's request, which will cover the cost of cancellation / site changes etc. (please ask for details).

5. DAMAGE

Any equipment found damaged or missing during the hire period will be repaired or replaced at the hirer's expense. No items or objects should be stuck to, fixed to, or suspended from the marquee sides, roofs or framework. If tape is used anywhere on the marquee structure a minimum charge of £50 will be levied for cleaning any residue.

6. MARQUEE STRUCTURE

When the marquee has been erected and all exits or openings agreed, this should not be altered or tampered with in any way as this may render the structure unsafe.

7. FLOORING OR GROUND

It is expected that if flooring is ordered the ground will be suitably flat to accommodate the type of floor used. The company cannot be held responsible for any uneven finish to the floor caused by pitting or bumps on the surface beneath, the hirer should arrange to level surfaces as much as possible prior to marquee erection. If the marquee build is delayed or cancelled due to the site being ill prepared this may result in loss of the booking deposit and the Company cannot be held liable. Grass surfaces must be cut short and all debris including fouling by dogs must be removed prior to the build.

8. SAFETY

For the safety of all concerned, the hirer may not enter the structure during the time the Marquee is being built. The company cannot be held responsible for any injury or damage sustained by the public in or around the marquee during the hire period. Under no circumstances should the hirer alter or tamper with any electrical appliance or power lead following installation. This includes extension cables. The hirer should not "plug in" any electrical appliance or power lead to existing extension cables without first discussing this with a Company representative as this can lead to mains power being overloaded resulting in tripped fuse boxes.

9. FURNITURE

The company will place all furniture inside the completed marquee. It is the hirer's responsibility to arrange the layout of tables and chairs etc. The hirer must ensure that tables and chairs are folded and returned to the delivery area and are stacked for collection following use. A minimum charge of £50 will be levied to the hirer for non-compliance in this instance. All furniture will be counted in and out with any shortages charged to the hirer.

10. HIRERS RESPONSIBILITY

The hirer is responsible for signing a completed safety check-list after consultation with a company representative once the marquee has been installed and in signing this check-list agree to abide by any instructions therein. If the hirer is not present to sign the safety check-list two company representatives will do this on their behalf and a copy will be left for the hirer's reference. The hirer shall not use cooking equipment, lighting or electrical appliances or decorate the interior/exterior of the marquee without prior consent from the company. Any damage/soiling resulting in such use that may require repair or cleaning will be charged to the hirer.

11. LIABILITY

The Company will not accept Liability and you may be liable for part/full hire fee:

1. When the marquee build is delayed or cancelled due to the site being inaccessible or ill prepared or in any instance where the site is deemed unsafe by Company representatives.
2. Delay or cancellation due to adverse weather conditions.
3. Delay or cancellation due to the hirer not obtaining appropriate permission from the public or local authority.
4. When water ballasts are used, any delay or cancellation due to no suitable water source being available. Suitable sources include a hydrant or fast flow mains supply. Household or domestic taps are not suitable.

12. CANCELLATION BY CUSTOMER

In any instance where the Customer needs to cancel their order they must first call our main Glasgow office on telephone number 0141 774 0830 and inform a member of staff in person, answer machine messages informing us of cancellation are unacceptable. The Customer must ask the name of the member of staff that they are giving cancellation instructions to and supply a live e-mail address in order that written e-mail confirmation of the cancellation can be sent by return confirming our acceptance of the cancellation. If the Customer cannot provide evidence of this procedure being followed they may be liable for the full cost of their hire.

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 Acts of God, War, Strikes, Riots, Lockouts or any other disturbances. Fire, Flood, Storm, Gale or Tempest restrictions on the use of Transport, Fuel or Power. Requisitioning Storage of material or transport or labour or any other cause beyond the control of the Company.

I have read and fully understood Baillies Marquees Terms and Conditions, including Payment Terms and agree to abide by them.

TMP NUMBER This can be found near the top of your invoice or quote	
NAME	
SIGN	
DATE	