



# PERFECT PITCH MARQUEES LTD

Welches Bentley Farnham Surrey GU10 5HZ

☎ Nick Shakespeare 07590 046553 ☎ Jesse Powell 07590 046552

✉ enquiries@perfectpitchmarquees.co.uk 🌐 www.perfectpitchmarquees.co.uk

## **Perfect Pitch Marquees Ltd. Terms & Conditions.**

### **Definitions:**

- "The Company" refers to *Perfect Pitch Marquees Ltd.* and/or their subcontractors/agents.
- "The Equipment" refers to all items provided by "The Company".
- "The Hirer" refers to the individual/organisation hiring "The Equipment" from the "The Company".
- "The Hire Period" represents the period between "The Company" having finished erecting "The Equipment" and having finished dismantling it.

### **1. General Conditions:**

Unless otherwise stated in writing the following terms and conditions apply to all contracts entered into by The Company. By giving authorisation for the work to be performed, The Hirer is considered to have acknowledged this.

### **2. Terms:**

The Hirer will pay a deposit of 20% of the net value of the quotation to The Company at the time of order, although this is fully refundable within 3 months of the event date. The Hirer must then pay the balance of the total hire to The Company upon receipt of the invoice, which will be issued the same week as the dismantling of The Equipment. A booking is not confirmed, and thus The Equipment not reserved, until The Company is in receipt of the deposit.

### **3. Hire Charges:**

(a) The charges published in any of The Company's printed literature are to be used as guidance only and do not constitute an offer.

(b) The hire charges as published in any quotation issued by The Company are representative of one weekend or a maximum of four days hire. If The Hirer would like further use of The Equipment then they will be subject to an additional fee. The Company does, however, reserve the right to allow a difference of more than four days between construction and dismantling of The Equipment if it so requires in order to complete its order book for any period of time.

### **4. Attendance:**

The hire charges do not include attendance by The Company's staff except during the actual processes of erecting and dismantling The Equipment. It does, however, include free call-outs before or during the event if any of The Equipment belonging to The Company is at fault.

### **5. Erection and Dismantling:**

The hire charges include the erection and dismantling of The Equipment. Under no circumstances should The Hirer attempt to erect and/or dismantle The Equipment themselves.

### **6. Site Conditions:**

(a) The Company's quotation for hire assumes that the site has flat, level and firm ground, with easy access for motor vehicles.

(b) The Company cannot be held responsible for damage caused to concealed or buried pipes, cables and other services and features, unless their locations have been clearly marked on the site by The Hirer. The Company's quotation does not include repairs that may be required to the site.

(c) The Company's quotation for lighting assumes that a suitable and sufficient power point is available within 30 metres of The Equipment.



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## **7. The Hirer's Responsibility:**

(a) The Hirer shall provide The Company with a plan showing where he/she requires The Equipment to be assembled, or alternatively have a representative on the site for that purpose. If this condition is not fulfilled The Company will assemble The Equipment where it deems fit and appropriate and a further charge shall be incurred by The Hirer if he/she would like The Equipment to be repositioned.

(b) The Hirer should not enter The Equipment while The Company is undertaking its construction.

(c) The Hirer should not tamper with any part of The Equipment.

(d) 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.

(e) The Hirer should never presume that any other items are included in the hire other than what is stated in the quote from The Company.

## **8. Loss or Damage:**

(a) The Hirer is responsible for the maintenance and safe custody of The Equipment during The Hire Period.

(b) The Hirer must be satisfied with The Equipment before use and should notify The Company of any miscounts, incorrect deliveries or unacceptable characteristics of The Equipment before use.

## **9. Smoking in Enclosed Public Places:**

Responsibility for complying with the Public No Smoking Law rests with The Hirer for the duration of The Hire Period.

## **10. Health and Safety:**

The Hirer shall ensure that all entrances into The Equipment are closed and secured whilst The Equipment is not in use. The Company reserves the right to require the evacuation of The Equipment and/or the cancellation of an event to be held in the marquees. Where this occurs due to health and safety considerations The Company accepts no liability for any loss whatsoever. Any alteration or addition to The Equipment by The Hirer must have the prior written permission of The Company.

## **11. Third Party Liability:**

The Company will not be responsible for, and The Hirer will indemnify The Company against, all claims for injury to persons or loss or damage to property however caused, unless it be proved that such injury or damage was the result of faulty materials, workmanship or negligence on the part of The Company. The Company will not be responsible for mechanical or electronic failure irrespective of the cause of this.

## **12. Forced Majeure:**

Whilst every effort will be made by The Company to carry out any order accepted, it cannot be held liable for variation or non-completion of its contract consequent upon Acts of God, Fire, Flood, Storm, Gale, War, Strikes, Riots, Lockouts or Tempest restrictions on the use of Transport, Fuel or Power.