

# POSH FROCKS & WELLIES

## TERMS AND CONDITIONS OF HIRE

### *Definitions*

"Company" means Posh Frocks & Wellies and/or their subcontractors or agents.

"Period of Hire" means the period from the Delivery Date until the Equipment has been dismantled and removed from the Site.

"Quotation" means the quotation sent by the Company to the Client.

"The Hirer" is the person and/or company hiring equipment from the Company.

"The Equipment" is all the items provided to or hired by the hirer.

All orders for goods shall be deemed to be an offer by the Client to hire goods in accordance with these conditions, the Code and the Quotation.

These conditions shall apply to all orders and contracts for the supply of Equipment in the UK by the company or its authorised agents.

### **The Company Undertakes**

1. to deliver the Equipment on the Delivery Date and to proceed to erect it for use on or before the commencement of the Use Period except that if the Equipment is tables, chairs and forms the Company's obligation is limited to delivery only.
2. to dismantle and remove the Equipment from the Site as soon as reasonably practicable after the Use Period.

### **The Client Undertakes**

1. to pay the Deposit (if any) and to pay the balance in accordance with the Quotation.
2. to pay interest on all monies outstanding 14 days after the date for payment both before and after judgement at a rate of 4 per cent per annum above the base rate of National Westminster Bank Plc from time to time.
3. to provide the Company a reasonable period of time before the Delivery Date with an accurate plan of the Site showing all relevant services and any apparent obstacles which may affect the erection of the Equipment and the position on the Site in which the Equipment is to be erected and to advise the Company of any alterations in the Site of which it is aware that may take place after the date that the plan is provided.
4. to obtain any necessary permission to erect the marquee from the site owner.
5. to obtain any necessary licenses from the local authority relating to the planned activity within the marquee.
6. to obtain planning consent and/or building regulations approval, should this be required.
7. if any part of the Equipment includes electrical apparatus to provide such power points or supply as may be reasonably required by the Company within 15 metres of the Equipment.
8. not to enter the Equipment while it is being erected by the Company
9. to keep any part of the Equipment that is a framed structure or a tent completely closed and secure and in particular any door in place and fastened when not in use.
- 10.
- 10a. **The client shall be responsible for and shall reimburse the company for any loss of or damage to all hired equipment whatsoever the cause unless the damage or loss is the fault of the company.**
- 10b. **The client must provide to the company proof of having arranged insurance in their name for their hired equipment at least seven days prior to the delivery date of the**

**equipment; confirmation that the client's household insurance policy covers the hired equipment would be sufficient**

11. not to use any lighting, heating, cooking or other gas or electrical appliances of any kind without the previous consent in writing of the Company.
12. not to tamper with the structure or any part of the Equipment and in particular not to affix or suspend from the Equipment any item whatsoever without the Company's prior written consent.

**Variations**

1. The Company will use its best endeavours to supply the Client with the Equipment ordered but where this is not possible the Company will notify the Client as soon as possible of any alterations to the design and specifications of the Equipment and where the alteration is fundamental the Client may terminate this contract and any Deposit paid will be refunded plus any unavoidable expenses incurred by the client.
2. The Price is based on the assumption that the Client provides a firm and level site of turf (or some other material not impervious to stakes and able to absorb rainwater) and is served by a firm access road adjacent to the Site with adequate hard-standing for commercial vehicles is free from flooding trees and overhead obstruction. If this is not the case or if the Client wishes the Company to erect the Equipment in a different position on the Site to the one indicated by the Client to the Company at the time of the Quotation and in either event the costs to the Company are subsequently increased by reason of increase in labour costs or any other factor the Company may increase the price in accordance with the Company's published price list and hourly labour rates then in force.

**Understandings**

1. The Price does not include making good any repairs to the Site unless caused by the negligence of the Company's servants, agents or contractors.
2. All sums payable under this Agreement unless otherwise stated are exclusive of VAT and other duties or taxes. Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.

**Cancellation**

1. Either party shall have the right to terminate this Contract without penalty within seven days from the date of the contract subject to written confirmation of such termination being given by one party to the other within such period. In the event of such termination by either party the Company shall refund to the Client all sums paid by the Client to the Company by way of deposit or otherwise. The Client is therefore advised not to enter into any other contract that relies upon the hire of the equipment until this seven day "cooling off" period has passed.
2. Once the period of 7 days referred to in the preceding clause has passed, should the Client cancel the contract the Client shall compensate the Company and will be invoiced and due for payment on the date of the originally contracted commencement of hire period.

**Period of Notice**

**Percentage of the total Hire Charge**

More than 90 days	30% or deposit paid, whichever is the greater
61-90 days	40% or deposit paid, whichever is the greater
31-60 days	50% or deposit paid, whichever is the greater

8-30 days  
up to 7 days

60% or deposit paid, whichever is the greater  
75% or deposit paid, whichever is the greater

**Exclusion of Liability**

1. The Company will make every effort to complete the erection of the Equipment on or before the commencement of the Use Period, provided that the Client has complied with the undertakings set out above. If the Equipment is not erected before the commencement of the Use Period the Client shall have the right to withdraw and the Company shall return all monies paid. The Company shall also reimburse the Client for any unavoidable additional expenses incurred, except that, if the Equipment is not erected because of delays due to weather or other circumstances beyond its reasonable control, the liability of the Company shall be limited to return of the monies paid by the Client.

2. The Company will take all reasonable care to avoid any damage to the Clients' own equipment but cannot be responsible for any loss suffered by the Client in respect thereof other than as a result of the negligence of the Company's servants, agents or contractors.