

POSH FROCKS & WELLIES LTD

TERMS AND CONDITIONS OF HIRE

Definitions

Company, “us” “we” and “our”	Posh Frocks & Wellies is a trading name of Resonate Productions Ltd. We are registered in England, our registered office address is 7 Warren Drive, Gawsworth, Macclesfield, Cheshire, SK11 9RF and our registered number is 10021181. Our VAT number is 238124911
“Business Day”	a day other than a Saturday, Sunday or a public holiday in England and Wales;
“Contract”	the contract made between us and you for the supply and hire of the Marquee, purchase of Goods (if applicable) and purchase of the Services formed in accordance with these Terms & Conditions;
“Deposit”	the deposit sum specified in a Quotation, set out in these terms or as otherwise specified by us;
“Event Period”	the period of hire within the Hire Period for which you require an erected Marquee;
“Hire Period”	the entire period of hire of the Marquee, starting with the first delivery of equipment and ending with the completion of the dismantling and removal of the Marquee;
“Delivery Date”	is the date or dates agreed between the Company and the hirer for delivery and installation of the Equipment.
“Goods”	those items detailed on the Quotation which you will purchase;
“Marquee”	the marquee and all other items as identified in the Quotation ;
“Normal Working Hours”	8 am to 4.30pm on a Business Day;
“Quotation”	the document produced by us setting out the details and price of the Marquee, Goods and Services;
“Services”	the services in relation to the delivery, installation, maintenance and removal of the Marquee;
“Site”	the location where the Marquee is to be situated or is situated;
“Terms & Conditions”	these terms and conditions;
“The Hirer”, “you” and “your”	you or the firm or company who is hiring the Marquee(s), purchasing the Services and/or purchasing the Goods identified in the Quotation;
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 Event Period
2. to deliver hired in equipment such as a stage, furniture, toilets, generators, between the Delivery Date and before the Event Period.
3. to dismantle and remove the Equipment from the Site as soon as reasonably practicable after the Event Period.

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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 Royal Bank of Scotland 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. persons other than our staff or those under our supervision are not admitted to the Marquee during erection or dismantle operations until it is deemed structurally complete and safe by us
9. to keep any part of the Equipment or a tent completely closed and secure and in particular any door in place and fastened when not in use.
10. to make arrangements for the removal of rubbish following the event, and to ensure the marquee has been cleared of catering equipment and personal items before dismantling of Equipment is due to take place. Care is needed when clearing tables such that food, drink and table adornments are not emptied onto mats as this could incur extra cleaning costs and may be damaging to the environment. Use of biodegradable table decorations and confetti is strongly recommended.
11. shall be responsible for and shall reimburse the company for any loss of or damage to all hired equipment whatsoever the cause, including damage caused by hired in services by the client such as caterers etc., and unless the damage or loss is the fault of the company.
12. Ensure no glass is allowed on to the dance floor.
13. 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

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14. not to use any lighting, heating, cooking or other gas or electrical appliances of any kind other than that supplied by the Company, without the previous consent in writing of the Company.
15. 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.
16. no dangerous or combustible or toxic gases or other allied product such as aerosols, explosives or pyrotechnics are stored within the Marquee.
17. if snow is a possibility, the structure must be heated in order to maintain a minimum temperature of 12°C inside the Marquee to prevent build-up of snow on the roof.
18. to refer to and act on weather forecasting services, particularly with regard to a Marquee erected during the winter months and/or those erected on an exposed Site. The Company's current wind management procedure applies during erection, use and dismantle of the marquee, it is available on request.
19. to make sure contingency plans are in place to evacuate the Marquee when wind speeds exceed 37mph (16.5 m/s) or when measures to remove snow have been unsuccessful.
20. to comply with our NO SMOKING Policy within all structures whether structures are enclosed or not. Marquees cannot be used as smoking shelters.
21. to provide a firm and level site of turf (or some other material not impervious to stakes and able to absorb rainwater) which is free from flooding, standing water, trees and overhead obstruction.
22. to use the company's electrical and lighting fittings inside the supplied marquee(s). If the client wishes to use a third party electrical supplier, this is at the discretion of the company and it will not affect the agreed quotation price supplied by the Company. There may be additional costs to the client if the third party supplier require additional set up and dismantle time, thereby necessitating extending the period of hire.

Variations

1. The Company will endeavour 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) which is free from flooding, standing water, trees and overhead obstruction and is served by a firm access road adjacent to the Site with adequate hard-standing for commercial vehicles. 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.

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Understandings

1. The Price does not include making good any repairs to the Site unless caused by the negligence of the Company, 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 fourteen 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 fourteen day "cooling off" period has passed.
2. Once the period of 14 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 60% or deposit paid, whichever is the greater up

to 7 days 75% or deposit paid, whichever is the greater

Exclusion of Liability

1. The Company will make every effort to complete the erection of the marquee and equipment on or before the commencement of the Event Date(s), provided that the Client has complied with the undertakings set out above. If the marquee and 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, the Company's servants, agents or contractors.

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Acceptance of Terms and Conditions

I, the client, agree to the above Terms and Conditions

Client Name.....

Client Signature

Date