



Terms And Conditions

1. Definitions

- "The Company" is C&G MARQUEES and/or their subcontractors or agents.
- "The Hirer" is the person hiring equipment from the company.
- "The Equipment" is all items provided to or hired by the hirer.
- "The Period of Hire" means the time commencing with the arrival of the equipment on site, and terminating when The Company removes the equipment.
- "The Hire Agreement" is the contract entered into by the Hirer and the Company.

2. Terms

(a) Provisional reservations will only be held for thirty days, pending receipt by the Company of a written confirmation.

(b) A deposit, the amount of which will be specified by the Company, is required with the written confirmation, from the Hirer.

(c) Payment is due 14 days after the receipt of an invoice. Should settlement not be made interest will be charged at 5% per annum above the base rate of the HSBC Plc.

C&G Marquees

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3. Conditions

Unless stated in writing, all orders are accepted subject to the Terms and Conditions of Hire and the Hirer by authorising or allowing work to proceed is deemed to have acknowledged this.

4. Exclusion of liability

(a) Liability to third parties. The Company will not be responsible for, and the Hirer will indemnify the company against, all claims for injury to persons, or loss of, or damage to, property, however caused, unless it can be proved that such injury or damage resulted from faulty materials, workmanship, or negligence on the part of the Company.

(b) All orders accepted or contracts entered into are contingent upon freedom from all liability for non fulfilment or delay due to War, Strikes, Lock Out, Civil Commotion, Riots, Force Majeure, Breakages, Government Control on Priority Regulations, Scarcity of Materials or Labour Difficulties, or other causes beyond our control.

5. Loss or Damage

(a) The Hirer is responsible for the safe custody of the Company's equipment from completion of installation until dismantling. A charge will be levied for any cleaning or repair as necessary for all equipment not collected from site or returned in the same condition as hired.

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

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(c) The Hire charges do not include any making good or repairing of damage to the site.

(d) The Company cannot accept any responsibility whatsoever for any damage caused to underground pipes, drains and cables the position of which has not been clearly marked on the ground.

6. Damage Waiver

The Damage Waiver charge covers against fire, storm, tempest and theft of Marquee(s) and Equipment belonging to the Company (excluding the first £250, which is the Hirer's responsibility). It does not provide cover for the Hirer's contents, third party or any other risk.

7. Installation, Dismantling, Delivery

(a) The Hirer is required to provide the Company with either a plan showing the position in which the tents or equipment are to be installed or should have a representative on the site for that purpose. In the absence of both then the Company having installed the tents or equipment where he thinks fit shall be deemed to have completed the contract.

(b) The Hirer should never presume that any of Company's equipment will be attached or joined to any buildings within the site unless stated in the Company's booking forms. Likewise the Hirer should never presume that any other equipment is included in the Hire other than what is stated in the Company's booking forms.

(c) The Hirer should keep any part of the equipment that is a framed structure or a tent completely closed and secure while not in use during the period of Hire.

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(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 organization. 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. Where appropriate obtain a licence from the Local Authority. Any requirements under the licence must be notified to us in writing, at least 28 days prior to erection. Should the Company for any reason be unable to comply with these requirements, the Contract will become void and the customer advised accordingly.

(e) The Company will use its best endeavours to supply the Hirer with the Equipment ordered but where this is not possible the Company will notify the Hirer as soon as possible with any alterations to the design and specifications of the Equipment and where alteration is fundamental the Hirer may terminate this contract and any deposit paid will be refunded.

(f) Unless the Company's quotation embodies alternative arrangements, installation and dismantling will be carried out at the convenience of the Company. The Company normally provides labour for the installation and dismantling and the cost thereof is included in the Hire charges. Only in exceptional circumstances and by special arrangement will the Company allow the Hirer to install and/or dismantle the Company's property.

(g) The Hire charges do not include attendance by the Company's men except during the actual processes of installation and dismantling.

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8. Cancellation

(a) In the event of cancellation at anytime, the deposit will be forfeited.

(b) Should the Hirer wish to terminate the contract the following compensation rates will be charged

- 100% of the total Hire cost for notice less than 14 days prior to the Hire period.
- 50% of the total Hire cost for notice between 14 and 28 days prior to the Hire period.
- 25% of the total Hire cost for notice more than 28 days prior to the Hire period.

9. Pricing

(a) The charges published in any of the Company's printed matter are for the guidance of the Hirers in estimating costs only and do not constitute an offer.

(b) Quoted prices are for installing Marquees on grass with reasonable access to the site for vehicles.

(c) Quotations including lighting are made on the assumption that a suitable and sufficient power point is available within 25 meters of the marquee.

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10. Safety

- (a) Hirers are advised that in the interest of public safety in the event of very high winds and storm conditions, Company Personnel will take any action deemed necessary. No reduction in charges will apply.
- (b) A Marquee must be regarded as a temporary structure and therefore, to a certain degree, may not safeguard fully against extreme weather conditions. (c) The Hirer should not enter the Equipment during installation.
- (d) The Hirer should not tamper with the structure or any part of the equipment and in particular not affix or suspend from the Equipment any item whatsoever without written consent of the Company.
- (e) The Hirer should not use any lighting, heating, cooking or other gas or electrical appliances of any kind without the previous consent in writing of the Company.

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