

# TERMS AND CONDITIONS OF HIRE



## THE HIRER SHOULD READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION.

In the following conditions, Dorset Party Hire, their sub-Contractors and Agents, are referred to as 'DPH'.

1. **CONDITIONS.** DPH will submit a written quotation which the Hirer shall accept in writing; the absence of such written quotation of acceptance, however, shall not invalidate the contract, and all work quoted for the undertaken by, or goods hired from DPH shall be subject to these terms and conditions and the Hirer by authorising or allowing work to proceed or goods to be delivered, is deemed to have confirmed the contract and to have accepted these terms and conditions.

2. **PERIOD OF HIRE.** The period of hire is understood to mean a period of which the marquees, gazebos, furniture or equipment is required to be ready for use.

3. **SITE.** The hire charges are based on the assumption that the site is flat, level, firm ground with easy access for motor transport, and that no drains, pipes, cables or other services are buried beneath the surface or otherwise concealed. The hire charges do not include any making good or repair of damage to site. Special rates will be payable for the hire of equipment on sites not conforming to the above requirements, or for delivery of goods other than on ground level. The hirer shall provide the contractor with a plan (or photograph) showing the position in which the tents or equipment are to be erected/placed or shall have a representative on site for that purpose, and in the absence of both the contractor, having erected the tents or equipment where he thinks fit, shall be deemed to have completed the contract.

4. **HIRE CHARGES.** DPH reserves the right to vary the quoted hire charges in the event of any increase taking place before, or during, the period of hire in the cost of labour, materials or transport.

5. **PAYMENT.** All Hire charges are payable in full 21 days prior to delivery or strictly Nett Cash on delivery date unless otherwise agreed at the time a contract is made. DPH reserves the right to charge a deposit to cover part or the whole of the value of the property and equipment hired. No receipt will be recognised unless on the DPH official form. An agreed deposit will secure the Hire Order and confirmation will be issued to this nature.

6. **LOSS OR DAMAGE.** The Hirer will be responsible and will indemnify DPH against any loss or damage whatsoever the cause. The Hirer will remain responsible and indemnify DPH against any damage or loss caused by or contributed to as a result of the misuse, neglect, alteration, mishandling or unauthorised manipulation of the hired equipment by the Hirer. The Hirer accepts full liability to DPH for the loss or any damage to the hire equipment for the duration of the hire contract.

7. **LIABILITY TO THIRD PARTIES.** DPH will not be responsible for, and the Hirer will indemnify DPH against all claims for injury to persons or loss of, or damage to, property, howsoever caused unless proof be provided that such injury or damage was caused by faulty materials or workmanship or negligence on the part of DPH.

8. **DELIVERY AND COLLECTION.** DPH shall use reasonable effort to deliver the equipment to the agreed delivery location(s) at the agreed time, on the date or within the period specified on the hire order. If DPH is unable to deliver or collect equipment on arrival at the location(s) on the due date, additional delivery or collection charges may apply.

9. **ERECTING AND DISMANTLING EQUIPMENT.** DPH normally provides labour for erecting and dismantling and the cost thereof is included in the hire charges. Only in exceptional circumstances and by special arrangement will DPH allow the Hirer to erect and/or dismantle DPH property.

10. **EQUIPMENT PERFORMANCE FAILURE.** If DPH fails to supply the equipment or services as agreed (or any part thereof) and the failure was not caused by the Hirer and/or the Hirer's failure to comply with its obligations and restrictions under this Contract, (a) the Hirer shall be entitled to DPH re-supplying the relevant equipment or services at no additional charge or (b) DPH repay or credit that part of the charges paid by the Hirer relating to the relevant equipment or services that DPH has failed to supply.

11. **ATTENDANCE.** The hire charges do not include attendance at the event by any employees of DPH, except during the actual process of erecting and dismantling equipment.

12. **FORCE MAJEURE.** While every effort will be made by DPH to carry out any order accepted, the full performance of it is subject to variation or cancellation by DPH consequent upon act of God, war, strikes, riots, lock-outs or other labour disturbances, fire, flood, restrictions on the use of transport, fuel or power, requisitioning, shortage of material or transport or labour or any other cause beyond the control of DPH. In the event of frustration of the contract due to any of the above causes the contract shall be deemed to be complete and on DPH giving notice to that effect the Hirer shall be liable to indemnify DPH and pay them a sum equivalent to the aggregate of the costs incurred by DPH in labour and materials sub-contracts and incidentals up to the date of the notice, plus 10%.

13. **CANCELLATION OR PREMATURE TERMINATION OF CONTRACT.** If the Hirer cancels the booking within 3 weeks of the hire date the Hirer will be liable for the full amount of the hire charge. If the Hirer cancels before 3 weeks of the hire date, the deposit charge will be forfeited. In exceptional circumstances this amount may be varied at DPH discretion.

**I accept your quotation as provided.**

**I have read and retained a copy of your Terms and Conditions of contract to which I agree.**