

# Tops Marquees

## Terms & Conditions of Hire

All orders undertaken are accepted subject to these conditions of hire stated below and by allowing or authorising work to proceed the Customer is held to have acknowledged this fact. Notwithstanding anything to the contrary in the Customer's standard conditions these conditions shall apply except so far as expressly agreed in writing by the Company. No servant or agent of the Company has any power to vary these conditions orally or to make representations or promises about the conditions of services, their fitness for any purpose or any other matter whatsoever.

**1) ORDER ACCEPTANCE** – Unless otherwise expressly stated in writing all quotations and estimates by the company are invitations to treat. The Customer's order is an offer and will become binding upon the Company posting its confirmation of the order or giving verbal confirmation.

**2) LAW** – English law shall be the proper law of the contract.

**3) THE SITE**- 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 or otherwise concealed.

The hire charges do not include the making good or repair of any damage to the site caused by the Company for the purpose of erection.

The Customer shall have a representative on site to show the position in which the equipment has to be erected or shall provide a detailed plan for that purpose. In the absence of both, the Company having erected the equipment where it thinks fit shall be deemed to have completed the contract.

**4) LOSS OR DAMAGE** – Deficiencies and damage in transit must be reported to the Company within 24 hours of delivery. No claims for deficiency or damage can be entertained by the Company unless notified accordingly.

The Customer shall be deemed as the Bailee of the equipment upon completion of erection until start of removal from the site by the Company and will assume full responsibility for all damage caused to such equipment.

In respect of all equipment not returned the Customer shall pay a sum equal to the current price of that new equipment and in respect of damaged equipment cost of repair and in the case of doubt as to whether the equipment is repairable the Company's decision shall be final.

An excess of £250 is payable in the event of a claim through our insurance company.

All equipment must be returned as received, fair wear and tear accepted. A small cleaning charge may be made if the equipment is returned in excessively dirty condition.

**5) TABLES AND CHAIRS** – The hire charges include the planning and setting up of the table and chair layout.

### **6) COMPANY LIABILITY –**

a) Whilst we shall make every effort at all times to carry out all accepted orders, it is a condition that we shall not be responsible for any loss sustained as the result of non delivery caused by breakdown, accidents, labour disputes, fire, flood, abnormal weather conditions or any other causes beyond our control.

b) The liability of the company shall be limited to the invoice value of the services and the Company shall not be liable for any consequential loss or damage however caused.

**7) COMMUNICATIONS** - The Company accepts no responsibility for inaccuracies or misunderstandings arising through orders, instructions or information given to them verbally or by telephone other than through this office and confirmed in writing

**8) BOOKING PROCEDURE AND PAYMENT TERMS** – A 30% deposit with a written order is required to confirm a booking.

**The balance is due upon the completion of build-up or delivery.**

All cheques to be made payable to **TOPS**

Any outstanding payments will incur interest at 15% per month or part per month outstanding, with a minimum charge of £50.00 + VAT

**9) CANCELLATION** – In the event of a cancellation, the Customer shall pay to the Company a cancellation fee calculated as follows.

- a) If notice is received 90 days or more before the Event, then 10% of the total invoice must be paid For costs incurred
- b) If notice is received between 89-30 days before the event then any deposits paid are non-refundable.
- c) If notice is received between 29 and 14 days before the event date then 50% of the total invoice must be paid.
- d) If notice is received less than 14 days before the event date then 100% of the total invoice must be paid.