



Bisley Marquees & Hire Company  
Honey Way  
Stancombe  
Stroud  
Gloucestershire  
GL6 7NF  
01452 770613  
info@bisleyhire.co.uk

## **TERMS AND CONDITIONS OF HIRE**

**These terms and conditions (Terms) relate to Your hire of the Equipment, any Trailer Units and any Ancillary Items from Us. You should read them very carefully. If You have any questions, please do contact Us.**

**Reference to Goods means and includes the Equipment, Trailer Units and / or Ancillary Items set out in the Booking Form.**

**To place an Order, You should sign these Terms at the end and return them to Us. Please refer to Section 2 which explains when a Contract will be made between You and Us.**

### **1. Meaning of words**

In these Terms the following words will have the following meanings.

Ancillary Items means any additional goods or services that We have agreed to provide to You as set out in the Booking Form.

Business means a company, limited liability partnership, partnership, charity or sole trader.

Cancellation Period means the period as set out in paragraph 12.1 and only applies in the circumstances set out in that paragraph. This does not apply where You enter into the Contract as, or on behalf of, a Business.

Charges means the cost of the hire of the Equipment including Damage Waiver, VAT and Deposit. This includes Delivery, erection of the Equipment and installation of Trailer Units and / or Ancillary Items by Us, and the use of the Equipment, Trailer Units and / or Ancillary Items by You during the Hire dates and Disassembly / Removal by Us.

Contract means the contract between You and Us for the hire of the Goods and which is subject to these Terms.

Damage Waiver Fee means the fee set out in the Booking Form (if applicable). The Damage Waiver Fee is not refundable unless paragraphs 12.1 to 12.4 apply. This fee provides cover against theft, vandalism, fire, explosion, storm and tempest and is calculated at 5% of the Charges.

Delivery means the delivery of the Goods by Us to the Venue.

Deposit means the deposit which You must pay to Us as set out in the Booking Form.

Equipment means the items set out in the Booking Form.

Event means the event for which You are to hire the Goods as set out in the Booking Form.

Full Access means access to the Venue by Us for the purpose of erecting and disassembling the Goods which will require that:

- (a) We are able to park four-wheel drive vehicles and / or vans with trailers up to 16 metres (53 ft) in length and / or lorries up to 44 tonnes with 5 metres (16ft) height clearance within five metres of the Venue for the duration of erecting the Equipment and disassembling the Equipment;
- (b) Where the Equipment is or includes Trailer Units, vehicular access onto the Venue for the purpose of installing the Trailer Units in situ and for removing the same;
- (c) Where the Equipment is or includes Trailer Units, the area is level;
- (d) Whether (a) or (b) above applies, that there are no steps or obstacles preventing or making access difficult and any manhole covers or drains in situ must be able to take a maximum gross weight of 44 tonnes; and
- (e) Our staff have access to toilet and hand washing facilities during the build and take down. If there are none onsite, we can provide facilities for an additional cost.

Generator means equipment that provides and generates power.

Goods means the Equipment, Trailer Units and Ancillary Items set out in the Booking Form.

Hire dates means the period as set out in the Booking Form, during which We have agreed to hire the Goods to You at the Venue. Note that the Hire dates may be extended in line with paragraph 4.4.

Plan means a plan of the Venue / Site where the Equipment is to be erected and the Trailer Units located.

Site Access Information Form sets out details for access to the Venue.

Terms means these terms and conditions which will apply to the Contract between You and Us to the exclusion of any other terms and conditions which You may seek to impose or may be implied by any previous dealings between You and Us.

Trading Address means Honey Way, Stancombe, Stroud, Gloucestershire, GL6 7NF which is also Our postal address.

Trailer Units means toilets, showers, refrigerated trailers and generators.

Venue / Site means the place where the Goods are to be delivered and the Equipment and any Trailer Units are to be erected and situated for the Event.

You / Your means the person or people named in the Booking Form who enter into the Contract with Us.

We / Us / Our means Bisley Marquees and Hire Company, which is a trading name of Bisley Leisure Hire Limited. Our warehouse address is Wayside Farm, The Camp, Stroud, Gloucestershire, GL6 7EW. We are a limited company and our registered office address is Hillside, Albion Street, Chipping Norton, Oxfordshire, OX7 5BH. Please note, this is not our postal address. Our company registration number is 05041268. We are registered for VAT and our VAT number is 927 7125 11.

Writing / Written means anything in writing between You and Us which includes email.

## **2. Contract for the hire of the Goods**

2.1 The details in the Booking Form set out what You have asked to order from Us. You should confirm that You wish to place an order with Us by signing these Terms at the end and returning them to Us together with payment of the Deposit. You may either scan and email the signed Terms to [info@bisleyhire.co.uk](mailto:info@bisleyhire.co.uk) or post to Us at Honey Way, Stancombe, Stroud, Gloucestershire, GL6 7NF.

2.2 Upon receipt of the signed Terms, We will confirm whether or not We accept Your order by Writing to You. If We require a Site Inspection, We shall let You know and if this applies, then the Contract between Us is conditional upon us confirming that the Site Inspection is satisfactory and means that We can fulfil the Contract.

2.3 Even though We may undertake a Site Inspection, it is Your responsibility to ensure that the Site has not suffered from flooding at any time nor may be in an area that could be prone to flooding. In submitting the order You are confirming that, insofar as you can reasonably be aware that, this is the case. Please see paragraphs 4.9 and 8.5 in this regard relating to liability as well as paragraph 13.2(h) relating to our right to terminate the Contract.

2.4 Subject to paragraph 2.2, it is important to note that a Contract will not come into place between You and Us until:

- (a) We have confirmed acceptance of Your order in Writing and:
- (b) You have paid the Deposit to Us.

2.5 If We have confirmed acceptance of Your order under paragraph 2.2 but You do not allow Us to carry out a Site Inspection within a reasonable period of time, then We may fairly consider that You do not wish to proceed and We may end the Contract (in which case please see section 13.4 below).

2.6 We may not be able to accept Your order in some circumstances, which may include if We do not have the Goods (or any part of them) available to hire to You on the Hire dates. We will let You know when You place an order, as soon as We possibly can, whether Your order has been accepted. If We are unable to accept Your order, We will return the Deposit to You by the same payment method within 14 days.

2.7 If We have entered into a Contract that is conditional on a Site Inspection, and having undertaken the same it is apparent that We cannot meet your requirements, unless We can agree a suitable change under paragraph 4.2, We may terminate the Contract (in which case please see paragraph 13.4).

2.8 Please note that any photographs, images or drawings of Goods on Our website, or in any literature We provide, are for illustration purposes only. The Goods We supply to You to fulfil the Contract may not look the same.

2.9 Once a contract has been entered into, You may contact Us to request changes. We will do Our best to accommodate these changes but cannot guarantee that We can do so. If We can accommodate the change, We will advise You if there is any change to the Charges and You can then decide whether or not to make that change.

## **3. Site Access and Information**

3.1 Please refer to the requirements for Full Access as set out in paragraph 1.1.

3.2 When We provide You with a Site Access Information Form, it is Your responsibility to complete and return this to Us at least 24 hours before the first day of the Hire dates.

#### **4. Your responsibilities to provide information, to allow access to the Venue and for any changes**

4.1 We may need further information from You, which may be before or after We have entered into a Contract with You. We will let You know if this is the case as soon as We reasonably can do so. If You do not give Us this information, within a reasonable period of time of Us asking You for it, before a Contract is entered into then we may fairly consider that you do not wish to proceed with the order, or:

- (a) You do not give Us this information within a reasonable period of time of Us asking for it after a Contract has been entered into (which includes completing a Site Access Information Form and returning it to Us under paragraph 3.5 and / or a Generator Requirements Form under paragraph 9.11), or
- (b) if You give Us information that is inaccurate (whether before or after the Contract has been entered into);

We may end the Contract (in which case see section 13 below) or make an additional charge, of a reasonable amount, to compensate Us for any additional work or time that We incur as a result. Whether before or after a Contract has been entered into, We will not be responsible for any delay or failure to supply the Goods on the Hire dates if this is caused by Your failure to give Us the information, or by giving Us inaccurate information, within a reasonable period of time.

4.2 If there are any required changes to the Contract, as a result of the fact that You did not tell us when placing the order the information required, under the provisions of paragraphs 9.2, 9.4, 9.8 or 9.9, then We will not be responsible for any delay or failure to supply the Goods on the Hire dates if this is caused by Your failure to give Us the necessary or correct information. We will also be entitled to make an additional charge, of a reasonable amount, to compensate Us for any additional time or expense We incur as a result.

4.3 If there are any required changes to the Contract as a result of the Site Inspection, We will be entitled to make an additional charge and to amend the Charges. We will let You know if this is the case and You can then decide whether or not to proceed on the basis of the change. If You decide not to proceed, then the provisions of clause 13.4 shall apply.

4.4 The Hire dates are the dates that the Goods will be available for Your use. We may contact You, at any time, to arrange with You to deliver and erect or install the Goods before the first of the Hire dates, and / or to arrange with You to remove the Goods after the last of the Hire dates. You agree that You will reasonably accommodate any request We make to deliver before the first of the Hire dates and remove the Goods after the last of the Hire dates.

4.5 You are responsible for ensuring that We will have Full Access to the Venue both on the first day of the Hire dates and on the last day of the Hire dates (in both instances as may be changed in line with paragraph 4.4) to enable Us to deliver and erect or install the Goods and then to attend to remove the Goods. We will not be responsible for any delay or failure to supply the Goods on the Hire dates if this is caused by Your failure to enable Full Access as required. We may make an additional charge, of a reasonable amount, to compensate Us for any additional work or time that We incur as a result of Full Access not being available on the first day and on the last day of the Hire dates (in both cases as may be changed in line with paragraph 4.4) or We may terminate the Contract (please see section 13 below).

4.6 If We are unable to attend or do not have Full Access to the Venue on the last day of the Hire dates (as may be changed in line with paragraph 4.4) to disassemble and / or remove the Goods as a result of something You have or have not done, then We will charge You a reasonable amount for each additional day that We are unable to recover and remove Our Goods.

4.7 You are responsible for ensuring that the Venue is available and You have the permission of the owner of the land upon which the Equipment is to be erected and / or the Trailer Units located. You are also responsible for ensuring that You have all permissions, permits, and licences for the use and erection or installation of the Goods during the Hire dates and for Your Event.

4.8 The Equipment may be subject to wind limits and may not be suitable for use in the event that the weather is inclement, to the extent that these limits are or may be exceeded. You agree that You will not use the Equipment if this is the case and when advised not to do so by Us for this reason. Please also see paragraph 7.9. We will provide You with a Wind Management Plan on request for Your reference and We will use this to advise if the weather is such that the Equipment cannot be used.

4.9 You are responsible for ensuring that the Site has never been subject to flooding at any time and also that it is not situated in a location that may suffer from flooding in the future. We will not be liable for any damage caused either to Our Goods or generally as a result of flooding.

#### **5. Hire of Goods**

Once a Contract has been entered into, We will hire the Goods to You for the Hire dates subject to these Terms.

#### **6. Payment of the Charges**

6.1 You shall pay Us the Deposit when You send Us the signed Terms in line with paragraph 2.1.

6.2 If We confirm acceptance of the order, and a Contract is entered into between Us and You under paragraph 2.2, We will send You an invoice confirming the amount of the Deposit paid.

6.3 We shall send to You an invoice for the full amount of the Charges (less the Deposit paid) approximately 14 days before the first of the Hire dates. This invoice shall be paid by You immediately upon receipt and in any event at least seven days before the first of the Hire dates. If You do not pay Us within this time period, We can terminate the Contract in which case please see section 13.

6.4 All payments and any refunds must be made in pounds sterling.

6.5 You should pay Us by bank transfer to the account details We will give to You, by cheque or by debit or credit card payment over the telephone.

6.6 If any additional money is due to us as a result anything that arises under paragraphs 4.1, 4.2, 4.3, 4.4, 4.5, 7.3, 7.4, 7.5, 9.2, 9.4, 9.7, 9.8 or 9.9, You must pay Us within seven days of Us notifying You of the same. If You do not pay, We can terminate the Contract in which case please see section 13.

6.7 We calculate the Charges based upon the information You give to Us when placing the order. If any changes are made after placing the order, We will do our best to accommodate these changes for You but cannot guarantee that We can do so. This includes any change under paragraph 2.6. If We are able to accommodate Your requested change(s), this will vary the Contract between You and Us and may incur a further additional charge which You must pay in the time period We set out. If either (a) We cannot accommodate the change You have requested or (b) You do not pay us the additional charge on time, then We can terminate the Contract in which case please see section 13.

6.8 If You do not pay Us the Charges or any other money when it is due, then We may charge You interest on the unpaid amount at 4% a year above Lloyds Bank's base rate from time to time, but at 4% a year for any period when that base rate is below 0%. This provision is without prejudice to our other rights and remedies we may have, including termination under section 13.

## **7. Delivery**

7.1 We will deliver the Goods to You and erect them at the Venue on the first day of the Hire dates (or as may be changed in line with paragraph 4.4). During set up and erection of Goods, We may attend at any time from 6am.

7.2 You must ensure that either You, or someone acting upon Your behalf and with Your authority, is present at the Venue on the first day of the Hire dates (or as may be changed in line with paragraph 4.4) to facilitate Full Access and to address any concerns or issues.

7.3 If You are unable to provide Full Access as set out in the definition and requirement in paragraph 1.1 and We incur additional labour, then this may incur additional charges. You should advise Us if this is the case before delivery takes place and We can then confirm what the additional charges will be. If You fail to inform Us We will apply the additional charges or, at Our election, We may terminate the Contract and the provisions of clause 13.2 will apply.

7.4 If a permit is required to enable Us to have Full Access for delivery, You are responsible for obtaining the same or reimbursing Us any cost We incur if We have to obtain this.

7.5 You should inspect the Goods once they have been delivered and erected / installed as soon as reasonably possible and let Us know about any problems in good time before the date of the Event. You should allow Us the opportunity, within a reasonable time, to repair or replace any defect or issue.

7.6 You are responsible for ensuring that the Venue is clear and free from all objects to facilitate easy erection / installation of the Goods by Us. If not, and this involves extra time or work, We may charge You an additional amount for the time it takes Us. If it is not possible for Us to erect the Equipment, or install the Trailer Units, or We need to clear the Venue to enable the safe erection of the Equipment or installation of the Trailer Units, then we can terminate the Contract (please see section 13.2 below).

7.7 We will use Our best endeavours to ensure that the Goods are delivered to the Venue on the first day of the Hire dates, but We cannot guarantee this if something happens that is beyond Our control. Please see paragraph 7.9.

7.8 We are not responsible to You if something happens that is beyond Our control and which means that delivery is delayed or that a Trailer Unit breaks or becomes inoperative for any period of time during the Hire dates. This includes inclement weather, which makes the delivery or erection of the Goods (or any of them) unsafe or impossible, or as a result of shortage of staff, Goods or other items (such as vehicles). We will let You know as soon as We can, if there is likely to be a delay and provided We do this We will not be liable to You for the delay. However, if the delay is such that We cannot guarantee that the Goods will be delivered and erected or installed by the day of the Event, You can terminate the Contract and receive a full refund (including the Deposit) (please see section 13).

7.9 We are not responsible to You if the weather is such that it is, or is likely to, exceed the wind loading limit as set out in the Wind Management Plan for the Equipment as this is beyond Our control. In such event, We will advise You of the same and We will endeavour to work with You to limit the effect caused. Provided We do this, We will not be liable to You for the same.

7.10 You shall provide Us with reasonable access to and use of toilet facilities whilst we are at the Venue undertaking delivery and removal of the Equipment.

## **8. Legal title, risk and insurance**

8.1 At all times the Goods remain Our property.

8.2 You have no right, legal title or interest in the Goods except for the right to possession and use of the Goods subject to the Terms of the Contract.

8.3 You are responsible for the Goods during the time that they are in Your possession (which includes during the Hire dates and any change to these in line with paragraph 4.4). Therefore, the risk of any loss, theft, damage or destruction of the Goods (or any part of them) is Yours from the time that they are delivered to You. This shall remain the case during the period of the Hire dates, and for any period of time after the Hire dates, until We have been able to recover the Goods.

8.4 Even though You may have paid to Us the Damage Waiver Fee, it is advised You have insurance cover in place for the Goods to cover the excess payable, during the Hire dates, to include any inability to use the Equipment as a result of circumstances set out in paragraph 4.8 or as a result of flooding (see paragraph 4.9). In the event that You take out insurance cover, You agree that You will provide Us with copies of Your insurance documents.

8.5 Even though You may have paid us the Damage Waiver Fee, You remain responsible for the first £600 (or the first £3000 for a Generator), and for the first £9000 for damage caused by a storm, for all and any damage to Goods caused by flooding and for any loss or damage resulting from Your negligence and / or any breach of Your obligations under these Terms.

8.6 You must inform Us immediately if anything happens to the Goods. This includes if they are damaged, lost or stolen. You must also contact the Police if the Goods are damaged by vandalism or are stolen and obtain a crime reference number which You must give to Us.

8.7 You are responsible for providing Us with any information We or Our insurers may require in relation to any issue that arises with the Goods.

## **9. Specific obligations and requirements in relation to the hire of Goods**

9.1 You are responsible for Trailer Units and Ancillary Items whilst they are in Your possession. You agree that during the period of the Hire dates and / or whilst the Trailer Units and Ancillary Items are in Your possession that You will:

- (a) only use the same for their intended use;
- (b) not permit nor allow Trailer Units to be used for the emptying of portaloos, dishwashing or laundry;
- (c) not use nor allow the use of naked flames in or close to Goods. Candles are permitted as table centre pieces only which must be extinguished at the end of the evening. Fire pits must remain a minimum of 10m away from the structure at all times;
- (d) not refuel, nor attempt to refuel, any heater or Generator;
- (e) be responsible for arranging a 13-amp or 16-amp power supply to toilet units and shower units. These must be within 20 metres of each of the units and switched on at all times whilst in use. You should note that if the power supply is not switched on, then they will not function;
- (f) be responsible for arranging the water supply to shower units. This must be within 5 metres of the unit and include a hoseslock connection to the supply.

9.2 We will supply to You toilet units stocked with water and consumables for a single Event and Our quotation is based upon this. If Your Event is to take place over more than one day, or involves any guest camping, You must advise Us in advance at the time of confirming Your order so that we can accommodate Your specific requirements. We have the right to increase the Charges and the provisions of paragraph 4.2 will apply.

9.3 The power supply to Trailer Units must be switched on and maintained at all times whilst in use or available for use. The power supply requires a 13-amp or 16-amp supply which is Your responsibility.

9.4 Shower units require an adequate supply of water whilst they are in use or available for use. You are solely responsible for this water supply and, if We ask, You must inform Us how the water will be supplied and from what source. If You should fail to do so, or if the water supply is found to be inadequate, then We have the right to increase the Charges to ensure compliance and the provisions of paragraph 4.2 will apply.

9.5 Shower units require provision for waste water to drain from the unit. You are responsible for this. Shower units must not be positioned or sited over an open gully drain.

9.6 Any servicing of Trailer Units must only be undertaken by Our representatives. We will endeavour to do so as soon as we receive notification from You that this is required, but We cannot guarantee this if something happens which is outside Our control and the provision of paragraph 7.8 will apply.

9.7 You are responsible for any keys for Goods whilst they are in Your possession. Any loss of keys will be charged at £25 plus VAT for each key.

9.8 We will supply to You Generators with a full tank of fuel charged at the current market rate and Our quotation is based upon this. If Your Event is to take place over more than 48 hours, or You anticipate that Your usage of the generator may exceed this, You must advise Us in advance at the time of confirming Your order so that We can accommodate Your specific requirements. We have the right to increase the Charges and the provisions of paragraph 4.2 will apply. If, upon return, there is any fuel remaining in a Generator, We will provide a refund to You equal to the value of the unused fuel within 14 days.

9.9 We will supply to You heaters with sufficient fuel to last between 12 and 14 hours and Our quotation is based upon this. If You anticipate that Your usage of a heater may exceed this, You must advise Us at the time of confirming Your order so that We can accommodate Your specific requirements. We have the right to increase the Charges and the provisions of paragraph 4.2 will apply.

9.10 Any refuelling of a Generator or heater must only be undertaken by Our representatives. We will endeavour to do so as soon as We receive notification from You that this is required, but We cannot guarantee this if something happens which is outside Our control and the provision of paragraph 7.8 will apply.

9.11 Once a Contract is entered into, We may require You to complete a Generator Requirements Form.

9.12 You must report any malfunction of a Trailer Unit, generator and / or heater to us immediately by telephone and email. Under no circumstances must You attempt to repair any malfunction. Only Our authorised operatives shall be permitted to undertake any repair. We will endeavour to do so as soon as we receive notification from You that this is required, but We cannot guarantee this if something happens which is outside Our control and the provision of paragraph 7.8 will apply.

9.13 Where the Equipment comprises a refrigerated Trailer Unit, You must ensure that the door is only opened to allow access and egress to the same. Prolonged opening of a refrigerated Trailer Unit door can cause malfunction. You must report any malfunction or damage to Us immediately and We will arrange to attend to assess the damage and repair, where We reasonably can. If We reasonably determine that such malfunction or damage has been caused by Your failure to adhere to this requirement, We shall hold you responsible for the cost of repair.

9.14 Where the Equipment comprises a refrigerated Trailer Unit, You are responsible for monitoring and recording the temperature at all times.

9.15 In the event that You do not require a generator to be supplied to You by Us as part of the Contract, You accept that You are solely responsible for ensuring that Equipment has a certified and safe power supply which is sufficient for Your needs and the requirements of the Equipment itself. Such supply must be within at least 20 metres of the position of the Equipment when in situ at the Site.

9.16 The source of power referred to in this paragraph 9 must be compatible with the 18<sup>th</sup> edition of Electrical Wiring Regulations. You must allow Us to install and test the Goods.

## **10. Your responsibilities whilst the Goods are in Your possession**

10.1 You are responsible for the Goods whilst they are in Your possession. You agree that during the period of the Hire dates and / or whilst the Goods are in Your possession, that You will:

- (a) ensure that the Goods are only used for the purpose for which they are designed and intended;
- (b) comply with all safety and usage instructions and guidance (whether in Writing or verbally) given by Us;
- (c) not make any alterations to the Goods;
- (d) keep the Goods at the Venue at all times and not move or attempt to move the whole or any part of the Goods to any other location;
- (e) keep the Goods in Your ownership and control;
- (f) permit Us, or our authorised representatives, to inspect the Goods at all reasonable times and allow Us to enter the Venue for the purposes of so doing (provided that We will not interfere with the Event);
- (g) not sell, offer for sale, underlet or licence the Goods;
- (h) not allow any charge or lien to be raised against the Goods;
- (i) not attach or affix anything to the Goods without Our prior consent;
- (j) not remove or obscure any sign, slogan or advertising of Ours on the Goods;
- (k) not do or permit to be done any act or thing which will or may jeopardise Our right, title or interest in the Goods;
- (l) not allow or permit the Goods to be confiscated, seized or taken out of Your possession or control under any distress, execution or other legal process;
- (m) not use the Goods for any unlawful purpose;
- (n) ensure that at all times the Goods remain identifiable as being Our property and not remove or deface Our nameplates or Marks on the Goods;

- (o) deliver up the Goods on the last day of the Hire dates, or on earlier termination of the Contract, by allowing Us or Our authorised representatives access to the Venue or any premises where the Goods are located, for the purpose of removing the Goods;
- (p) not do or permit to be done anything which could invalidate Our insurance;
- (q) not tamper with the Goods, deconstruct them or disassemble them either in whole or in part;
- (r) take all steps as may be necessary to ensure, as far as reasonably practicable, that the Goods are used at all times in a manner that will not endanger any person's safety or health;
- (s) ensure that you have in place all necessary permits and authorities (whether from the local authority relevant to the Venue or otherwise) both to erect the Goods and to use the Goods for the purpose of the Event;
- (t) keep the Equipment secure, locked and fastened when not in use;
- (u) not use nor enter the Equipment, or permit anyone else to do so, if We have advised that the Equipment should not be used due to the weather exceeding, or being likely to exceed, the wind loading limits as set out in the Wind Management Plan;
- (v) not allow any third party to use or enter the Goods except for the purpose of Your Event;
- (w) be responsible for any damage to linen;
- (x) where the Equipment comprises toilets or shower units, not use any lighting, heating, cooking, gas or electrical appliances in or near the Equipment;
- (xi) in the event of snow or temperatures below zero degrees centigrade, ensure that marquees are heated; and
- (xii) ensure that no items are placed on top of or affixed to a Trailer Unit.

10.2 You acknowledge that We will be entitled to seek from You compensation for any loss or damage that is caused to Us as a result of a breach of any of Your obligations under these Terms. You further acknowledge that the use of the Goods by You, Your guests and anyone else permitted to enter and use the Goods by You, is Your responsibility and at Your risk and that We shall not be liable for the same unless caused by Our negligence.

## **11. Our responsibilities and obligations**

11.1 Other than to exercise Our rights under these Terms, We will not interfere with Your use of the Goods during the period of the Hire dates.

11.2 We shall endeavour to attend and remove the Goods from the Venue on the last day of the Hire dates (or as may be changed in line with paragraph 4.4) but the time for Us to do so is not of the essence and We are not responsible for any delay caused.

## **12. Your right to cancel the Contract**

**Please note that paragraphs 12.1 to 12.4 inclusive do not apply if You are entering into the Contract with Us as, or on behalf of, a Business.**

12.1 If the Contract has been entered into by You at a distance (which means online, over the telephone, by post or by email), You have a 14-day cooling off period which begins from the day after the date the Contract was entered into.

12.2 If You decide to cancel the Contract during the Cancellation Period (as set out in paragraph 12.1) then You must inform us of Your decision to do so by:

- (a) Email at [info@bisleyhire.co.uk](mailto:info@bisleyhire.co.uk);
- (b) Telephone on 01452 770 613 (to be subsequently confirmed in writing);
- (c) In a letter addressed to Us at Honey Way, Stancombe, Stroud, GL6 7NF;
- (d) By completing the model cancellation form which can be printed from Our website [www.bisleyhire.co.uk](http://www.bisleyhire.co.uk) and sent to Us either by email to the address at (a) above or by post to the address at (c) above.

Whichever option You chose, We ask that You provide Our reference number set out in the Booking Form, containing the hire details, but You should always include Your name and Your address.

12.3 If You cancel the Contract under the provisions of paragraphs 12.1 and 12.2, We will refund to You the Deposit and any other money You have paid within 14 days.

12.4 Aside from cancellation under paragraphs 12.1 and 12.2, You have the right to cancel the Contract at any time if You wish to do so. However, unless 12.1 and 12.2 apply, You will have to pay us reasonable compensation for any loss We incur as a result of Your cancellation. We may retain and apply the Deposit towards the compensation due to Us, but may also claim an additional amount to cover Our reasonable losses incurred.

**Please note that paragraph 12.5 only applies if You are entering into the Contract with Us as a Business.**

12.5 As a business, You have the right to cancel the Contract at any time if You wish to do so. Any notice of cancellation, under this paragraph, must be given to Us in writing. If You decide to cancel, then We will charge You as follows:

- (a) if notice is given within 14 days of the Date of the Event, You must pay to Us the full amount of the Charges;
- (b) if notice is given between 15 and 30 days of the Date of the Event, You must pay to us 50% of the Charges;
- (c) if notice is given 31 days or more before the Date of the Event, You must pay to us 25% of the Charges.

### **13. Termination of the Contract**

13.1 You may terminate the Contract in the event that:

- (a) We have done something wrong and as such You have a legal right to end the Contract;
- (b) Delivery of the Goods may be delayed as a result of something that happens that is beyond Our control, which means that We cannot guarantee the Goods will be delivered and erected in time for Your Event (please see paragraph 7.8);
- (c) A petition is filed or a resolution is passed by Us to wind up Our company.

13.2 We may terminate the Contract (which We will do by notifying You in Writing) in the event that:

- (a) You do not make any payment to Us on the date it is due and still do not make the payment within seven days after We have reminded You to do so;
- (b) You do not allow a Site Inspection within a reasonable period of time (see paragraphs 2.2 and 2.4);
- (c) You do not provide Us with any information We require within a reasonable period of time (see paragraph 4.1);
- (d) You decide that You want to change the Contract, but we cannot accommodate that change (see paragraph 2.8);
- (e) We are unable to have Full Access to the Venue (see paragraph 4.5 and clause 7.3);
- (f) When we attend to erect the Equipment and / or install the Goods We find that the Venue is not clear to enable Us to do so (see paragraph 7.7);
- (g) You are made bankrupt or You enter into an arrangement with Your creditors or, if a company, Your company is subject to a petition for its winding up; or
- (h) The Site suffers from flooding or it becomes reasonably clear that the Site has suffered from flooding in the past and is in an area where flooding could occur (see paragraph 2.3).

13.3 If We terminate the Contract for any of the reasons set out in paragraph 13.2, We may deduct from the Charges paid any reasonable compensation for the losses We incur as a result before We repay any money to You. This may mean;

- (a) if we determine that the amount We have is not sufficient to fully compensate Us for Our losses, We may claim more money from You; or
- (b) if we determine that the amount We have is more than sufficient to fully compensate Us for Our losses, We will repay the balance to You within a reasonable period of time.

13.4 Where paragraph 2.6 applies, in that having undertaken a Site inspection it is clear that We cannot meet Your requirements, We may terminate the Contract in writing without liability to You or without You having any liability to Us.

13.5 Upon termination, You no longer have any right nor permission to possess the Goods and We may attend at the Venue to recover the Goods without notice. For this purpose You will ensure that We will have access to the Venue.

### **14. Our warranty**

14.1 We confirm that the Goods will conform to their specification, will be of satisfactory quality and will be fit for the purpose that We hire it out to be.

14.2 We confirm that the erection or disassembly of the Goods and / or installation or removal of the Trailer Units at the Venue will be carried out with reasonable care and skill.

14.3 We confirm that We will use all Our reasonable endeavours to remedy any material defect in the Goods, for which We are responsible, which becomes apparent during the period of the Hire dates.

14.4 We are not responsible for any defect in the Goods which is due to your, or any third party's, misuse of the Goods, failure to look after the Goods, negligence or unauthorised use of the Goods.

14.5 If the Goods do not conform to 14.1, 14.2 and / or 14.3, You have legal rights and remedies available to You.

### **15. Liability**

15.1 We do not exclude any liability for death or personal injury that is caused by Our negligence, nor any liability for fraud or fraudulent misrepresentation, nor for defective products under the Consumer Protection Act 1987.

15.2 We are responsible to You for loss or damage that is foreseeable as a result of Our breach of the Contract. Loss or damage is foreseeable if it is obvious or if, at the time the Contract was entered into, You and We knew that could be a consequence of the breach.

15.3 You are responsible for checking if there are any services such as water, electricity or gas less than 1 metre below the surface of the area where our staff will be working. If underground services are present, you must obtain appropriate advice from the service company concerned and advise us of their location prior to commencement of work.

15.4 You accept that in delivering and erecting the Goods at the Venue, some small amount of damage could be caused to the Venue Site and the surrounding area. We will use Our best endeavours to limit such damage but are not responsible for damage to grass or soft ground when erecting or removing a marquee or installing or removing a Trailer Unit and / or through the use of our forklift. In circumstances where you are hiring the land, permission must be sought from the land owner.



15.5 You acknowledge that the turf will be damaged by the use of guy ropes, pegs, and floor coverings and that We will not be liable for the same.

15.6 You acknowledge that We will not be responsible for any pre-existing faults at the Venue which includes if the Site is or may be subject to flooding.

15.7 Our Goods are hired to You under the Contract for private domestic use only unless We agree with You otherwise in writing. Whether We agree this with You or not, We will have no liability to You or any third party for any loss of profit, loss of business, business interruption or loss of business opportunity.

15.8 You understand that We will not be responsible for inclement weather as a result of which We advise the Equipment cannot be used by You as to do so may exceed the wind loading limits (please see paragraphs 4.8 and 7.10).

## **16. Miscellaneous other terms**

16.1 We can transfer Our rights and obligations under the Contract to another company or business. We will let You know in Writing if this will happen and We will make sure that the transfer Will not affect Your rights.

16.2 You cannot transfer Your obligations under the Contract to anyone else without Our permission.

16.3 The Contract is between Us and You. No other person will have any rights under the Contract or to enforce the terms of the Contract.

16.4 In the event that a court should decide that any of the provisions of these Terms are invalid or unenforceable, that will not affect the rest of the Terms which will continue to apply.

16.5 We can enforce the Terms of this Contract against You even if there is any delay in doing so. Also, if We do not ask You to do something straight away that does not mean that You do not have to do it if We ask You to do it later.

16.6 These Terms are prepared by our legal representatives and are copyright to them, although We are granted a licence to use them.

16.7 These Terms and the Contract are governed by and subject to English law.

16.8 We are a member of the trade association The Performance Textiles Association Limited (known as MUTA) whose registered office is at 10b Red House Yard, Gislingham Road, Thornham Magna, Suffolk, IP23 8HH. If there is a dispute between Us, We agree that MUTA can process and determine the dispute between You and Us by way of Alternative Dispute Resolution (ADR). MUTA can be contacted on 01379 788673 or by email at [info@muta.org.uk](mailto:info@muta.org.uk). MUTA's website is [www.muta.org.uk](http://www.muta.org.uk). Alternatively, You can contact another ADR provider if You wish, but We do not necessarily agree to their instruction. In the event that either You or We are not happy with the result of any ADR determination, either You or We may still commence legal proceedings.

Signed \_\_\_\_\_

Name(s) (Please print) \_\_\_\_\_

Date \_\_\_\_\_