

TERMS & CONDITIONS.

1. **Definitions:** “**THE COMPANY**” means Jubilee Hire, their sub contractors and agents. “**THE HIRER**” means the person or company hiring equipment from **THE COMPANY**. “**THE EQUIPMENT**” means any tent, marquee or part thereof including mobile toilets, display equipment and/or accessories either used with or without a marquee. “**THE AGREEMENT**” means the Hire Agreement between **THE COMPANY** and **THE HIRER** for the hire of the equipment. “**HIRE CHARGES**” means the total amount due to **THE COMPANY** including charges in respect of delivery assembly operation or disassembly or collection of the equipment and the deposit. “**THE HIRE PERIOD**” means the period set out in the **AGREEMENT** or any other agreed period or agreed extension thereof. “**DEPOSIT**” means the amount payable to secure the quote agreement.
2. **Agreement:** The Company will issue a hire agreement, which the Hirer shall accept by returning a copy of the agreement with the signature of the Hirer and necessary deposit. No booking is confirmed until the signed hire agreement and deposit have been received by the Company and the Company has confirmed its acceptance to the Hirer. Orders are accepted subject to equipment being available at the time of the order.
3. **Force Majeure:** The Company reserve the right should unforeseeable circumstances arise to substitute any equipment for another of similar specification, but in the event of the Company having no similar equipment available, the Company shall be entitled to terminate the Agreement whereupon the Company shall refund the deposit to the Hirer. The Hirer shall not be entitled to any other payment by way of compensation from the Company.
4. **Positioning of Equipment/Site:** Whenever possible the Hirer shall have a representative on site at the time of erection or supply a scale plan showing the required position of the equipment prior to the start of the hire period. The Hirer shall ensure that the site is served by a firm access road with adequate hard standing and that the site is firm, level, free from flooding, trees, ground and overhead obstructions. The Hirer is responsible for indicating clearly the location of any overhead or underground pipes, wires or other conduits which might suffer damage occasioned by the transport, erection, use or dismantling of the equipment. Any resulting additional costs incurred by the Company shall be paid by the Hirer. Although the Company will endeavour to take every care when delivering, installing and removing equipment, it shall not be liable for damage or loss to the site, site access, plants. Underground or overhead conduits or services occasioned thereby and the Hirer shall indemnify the Company from and against all actions, claims, costs demands and liabilities in connection therewith.
5. **Period of Hire:** The period of hire will be specified on the Hire Agreement. Equipment is usually installed the day before and removed the day after the hire period.
6. **Loss or Damage:** Insurance of the equipment is the responsibility of the Hirer. The Hirer will reimburse the Company for the cost of all loss or damage to the equipment hired (fair wear and tear accepted) unless the Hirer pays to the Company an additional charge for Insurance of the equipment.
7. **Liability to Third Parties:** The Company will not be liable for any claim for personal injury, death, loss or damage to property howsoever caused unless it is proven that such injury was caused by faulty material, workmanship or negligence on the part of the Company.
8. **Frustration:** The Company shall not be responsible for any failure in the performance of any of its obligations under the Agreement caused by factors outside of its control, including but not restricted to, trade disputes, fire, Act of God, War, civil emergencies, failure, breakdown or restrictions on the use of transport, fuel or power.
9. **Cancellation:** If the Hirer cancels the Agreement earlier than eight weeks before the date of the Hire Period, no charge shall be made by the Company to the Hirer but the deposit will be retained by the Company. If the Hirer cancels the Agreement within eight weeks but before four weeks of the date of the Hire Period, the Hirer shall pay 50% of the hire charge to the Company. If the Hirer cancels the Agreement within four weeks of the date of the Hire Period, the Hirer shall be liable to pay the hire charge in full to the Company.
10. **Deposit:** The deposit is to be paid to The Company within four weeks of receiving the quote to secure the order. If the order is placed less than four weeks prior to the event it is at The Company’s discretion as to whether a deposit is payable.

- 11. Payment Terms:** The full hire charge must be paid seven days prior to the date of the Hire Period. If payment in full is not received by the Company before the date of the Hire Period, the Hirer will be deemed to have terminated the Agreement and will be liable to cancellation charges as set out above.
- 12.** The Hirers must satisfy themselves at the time of delivery that all equipment ordered has been delivered and our attention should be drawn to any miscounts, omissions or damaged equipment prior to the commencement of the function.
- 13. No Title to The Hirer:** The equipment is hired by the Company to the Hirer for the Hire Period at the Hire Charge set out in the Agreement and the Hirer shall be a mere bailee of the equipment and no interest or title in the equipment shall pass to the Hirer. The Agreement is personal to the Hirer and is not capable of assignment for sub-hire nor may the Hirer part with possession of the equipment.
- 14. Notice:** Any notice to be given under the Agreement shall be in writing and sent by first class letter post to the receiving party at the address specified on the Agreement and shall be deemed to have been given on the day following that on which the notice was passed.
- 15. Inspection:** The Hirer shall permit any person authorised by the Company at all reasonable times to enter upon the premises upon which the equipment is for a time being placed or kept for the purpose of inspecting and examining the condition of the equipment.
- 16.** All orders are subject to VAT at the current rate.
- 17.** The Hirer is responsible for all equipment from time of delivery to date of collection, any loss or damage will be charged at replacement cost, no substitutes will be accepted.
- 18. Clients' Conditions:** Unless otherwise agreed in writing by the Company these conditions shall override any Terms or Conditions stipulated, incorporated or referred to by the Hirer in his/her order or negotiations.

This is to confirm that I have read and agree to the Terms & Conditions set out above.

Signed.....

Date.....

Quote/Invoice No.....

Function Date.....

Clients Name/Address.....

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Venue Address if different.....

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Caterer.....

**Jubilee Hire
Downgate Farm
Silverden Lane
Sandhurst
Kent TN18 5LA**

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