



Dated

24/06/2020

Sample Hire Agreement

Hirers' Name & Address

Installation Address

Event Date: 15/5/2021

Date of Arrival on Site : 11/05/2021

Return Date: 17/05/2021

Summary of hire equipment & services

To supply the following;

Description of goods or service goes here.

Our Hire Agreement

This hire agreement is between Tilly's Garden Party Hire Ltd and the Hirer detailed above. This agreement is for the items described in the summary of hire equipment and services for the event date(s). Arrival and Return Dates are forecasted and will be confirmed 4 weeks before hire.

Before entering in to this agreement, your attention is drawn to the terms and conditions on page 2 of this document.

"I have read the terms and conditions of this agreement and wish to proceed with the hire."

Signed _____
Hirer

Printed _____

Date of signature __/__/__

Signed _____
For Tilly's Garden Party Hire Ltd

Printed _____

Date of Signature __/__/__

This is a copy of the terms and conditions agreed to at point of making the hire agreement and are included here as a reference.

Possession and Ownership

All hired goods remain the property of Tillys Garden Party Hire Ltd. At no point does the Hirer own the hired goods. In this document, “Us”, “We” and “Our” refers to Tilly’s Garden Party Hire Ltd. “You” and “Your” refer to the Hirer. Hiring something means that you pay the owner of the goods a fee for the temporary use of those goods for an agreed purpose and for a defined period of time. It is understood and agreed that during a hire period, there may be a period where the hired goods are being installed or delivered, where the Hirer is still responsible for, but not able to use the hired goods.

Responsibilities – all bookings

You are responsible for the safekeeping of all hired equipment from the commencement of delivery to final collection. You agree to only use the equipment for its original design purpose. You are responsible for the actions, intentional or otherwise, of your guests, contractors and members of the public where access cannot be restricted.

It is the responsibility of the Hirer to advise Us of any changes in conditions or circumstances which affect those identified risks or hazards or may lead to new risks or hazards. Changes in circumstances may lead to Us not being able to safely hire the goods and no refunds or claims for losses by the hirer will be entertained where those changes are known to the hirer or the property owner, but not disclosed. Additional site visits when necessary will incur an additional charge of £75.

No naked flames may be used within any hired structure, marquee or tent. No smoking or Vaping is permitted within any hired structure, marquee or tent or within 2 metres of same.

Site Survey – marquees, tents and staked games

It is the responsibility of the Hirer to disclose all known hazards when asked during the site visit, if necessary liaising with the property owners (if not the Hirer) to satisfactorily identify all risks and hazards. It is your responsibility to identify and report underground services such as pipes, drains, membranes, cables etc.

Any quoted figures are subject to a satisfactory site survey. We need to know that we can deliver and erect marquees and tents in a safe place, where they are secure and will not be damaged by the setting. If the site survey does show up problems, we will discuss these with you and solve the issues where possible, although there may be an additional cost. If we can't do this, then we reserve the right to cancel the booking and refund you your deposit in full.

Damage – all bookings

The Hirer is responsible for any damage or breakages caused by themselves, their negligence, their guests or their negligence, third parties present and that any breakages due to poor return packing (glasses, crockery, and vintage china) will also be subject to damage charges.

Specifically, any damage to marquees or tents will be subject to external verification for cost within 7 working days, and will be charged at cost plus a handling charge of 20%

We cannot be held responsible for any damage or injury caused to anyone by misuse of the items which are under the hirers care, or for any liability for any claims that arise from an event concerning or involving items hired through us that are not used for their original intention.

A damage deposit is taken, in addition to your booking deposit. This does not limit your liability for damage caused by negligence by you or your guests. You will get a check list of hired items left with you and we use the same document to check them back in. You agree that anything missing or damaged will be charged at our cost and in the first instance, removed from the damage deposit. Any damage costs not covered by the deposit will remain the liability of the hire and be charged to the Hirer and must be paid within 14 days from receipt of invoice.

You should insure the property in your care against damage, loss and third party claims. We cannot accept any faults or discrepancies once the delivery note has been signed.

Underground and Overground Services – Marquees & Tents

It is the Hirer’s responsibility to identify and report underground services such as pipes, drains and drainage fields, membranes, cables etc. No liability can be accepted for damage however caused to undisclosed service locations. Any over ground services, such as, but not limited to; telephone or power lines, must be clear of the entrance to the installation location by at least 4m and by 5m in any direction from any point of the hired equipment at the proposed installation location.

Electrical Safety – all bookings

All electrical goods hired have been inspected and tested before hire. Equipment is tested in situ providing a suitable electrical supply is available. The Hirer must not change the connections or cables to or from any supplied equipment. Power demand from the hired distribution box must not exceed the indicated rating. It is the Hirers responsibility to know the power requirement of each piece of equipment connected to the hired equipment and not exceed the individual circuit rating or combined rating of the supply indicated on the distribution box.

Adverse Weather – all bookings

These items come with standard ground pins and we also have heavy duty lashings if we think the weather maybe a little windy. However, if the weather conditions are such that we believe that the hire equipment will be damaged (and you or your guests may be hurt), we reserve the right to cancel the booking and refund you your deposit and any other payments in full. We do this very, very rarely, and usually only when the party is cancelled anyway. We will work with you to transfer any other hire items to a backup venue of your own arrangement if you do not accept the refund. If you wish to cancel due to bad weather and we are happy to install the hire items, you will lose any payments made. We accept no liability for losses or costs incurred due to the cancellation of a hire due to force majeure.

Site security

Where goods are to be installed for a period of time, such as marquees and party tents, it is advised that the site should be secure at all times when it is not attended by either Us or the Hirer or their agents. This would include locked perimeters, gates or fences, security guards, or CCTV monitoring. If We identify this as a risk at the site meeting then the adequate security of the site during installation, during the event and during removal will be a condition of the offer made.

Collection and Delivery by Hirer

If you agree to collect and/or return goods, you agree to do so from our address during normal working hours published from time to time on our website. We reserve the right to charge late return fees for goods not returned at the agreed time.

Cancellation charges - all bookings

All initial deposits are none refundable in the event of a cancellation. If a Hirer wishes to cancel a booking and further payments have been made, then a scale of charges are applied. More than 12 weeks’ notice, full refund of payments above initial 20% deposit, which is retained. Between 4 and 12 weeks’ notice, loss of deposit and all prepayments. Less than 4 weeks’ notice, 50% of total charge for hire. Cancellations must be made in writing - not by email or via any social media, text or electronic messenger. Cancellation charges are to cover the loss of income, standing costs including contracted labour.

Service Provision – Attendants, Barkers, Site Support and Cleaning Staff

We will provide staff for events for a single designated purpose for an agreed time period. They will be trained in the service agreed and will be responsible for their own safety. In the event of a staff member not being able to complete the agreed function, then where practical we will provide a replacement. If we are unable to do so, then our limit of liability will be the value of the charge for that member of staff, and a refund will be made the next working day.

Complaints – all bookings

Complaints must be made in writing and addressed to the Office Manager at the address below. There is no time limit in which a complaint may be made, but our ability to respond adequately may be reduced by any delay. We will respond to complaints in writing and propose a resolution where appropriate. You may appeal against any decision using the process outlined in the response. All decisions are final and offered without prejudice or admission of liability.

Data – Privacy Policy

Since the introduction of GDPR, it has been necessary to have a separate Privacy Policy and this can be found at <http://www.tillysgardenpartyhire.co.uk/privacy-policy> or you may request a printed version by emailing the office. As such our terms and conditions no longer contain the conditions under which we acquire, hold and use your data. Your agreement to these terms and conditions in no way impacts on, or limits this privacy policy and our responsibility to you under GDPR.

Replacement or Substituting items. Tilly’s reserves the right to replace or substitute a item at their sole discretion in the event of the hirers choice of item(s) is (are) not available for the original period of hire due to non-return, damage or other loss.

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