

Conditions of Hire

1. DEFINITIONS

'THE COMPANY' is Janus Ridgeway Ltd, trading as MarketStallHire.co.uk and / or their subcontractors or agents.

'THE HIRER' is the person hiring the equipment from the Company.

'THE PERIOD OF HIRE' The period of Hire is understood to mean the period of which any equipment is required to be ready and available for use.

2. CONDITIONS

Unless stated in writing all orders are accepted subject to the Terms and Conditions of hiring stated below and the hirer by authorising or allowing work to proceed is deemed to have acknowledged this.

3. DELIVERY

3.1. The Hire charges are based on the assumption that the market stall roll cage/pallet will be offloaded on to flat, firm ground. Delivery will be made using a commercial delivery vehicle with a tail lift. The delivery location must allow easy access for such a delivery vehicle. No drains, cables or other services should be buried beneath the surface or otherwise concealed. The Hire charges do not include any making good or repairing of damage to the delivery location.

3.2. The Hirer is required to be present to receive the delivery. In the absence of the Hirer, the roll cage/pallet cannot be off loaded from the delivery vehicle.

3.3. The roll cage/pallet is delivered by a nationwide pallet delivery service. The Company does not know the delivery driver personally and drivers are not obliged to contact the Hirer by telephone upon arrival. Nor does the Company know the make, model or registration number of the delivery vehicle until the day of delivery. This information may be requested from the Company on the day of delivery.

3.4. The Hirer should never presume that any of the Company's equipment will be attached or joined to any buildings within the site unless stated in the Company's booking forms. Likewise the Hirer should never presume that any other equipment is included in the Hire other than what is stated in the Company's booking forms.

3.5. A timed delivery (2 hour delivery window), AM delivery or Saturday AM delivery can be arranged for an additional charge as detailed in the rate sheet.

3.6. The Company is not responsible for delayed delivery due to traffic congestion or poor weather.

3.7. The Company strongly recommends that delivery of the equipment should occur two working days before the event start date to mitigate possible delivery delays. The Hirer may request at their own risk that delivery of equipment occurs one working day before the event start date.

3.8. Should the delivery vehicle be unable to make delivery on the scheduled date then a redelivery charge of £55.00 + VAT per roll cage/pallet may be due if it is deemed that the Hirer is at fault. The redelivery will take place the following working day.

3.9. The Hirer must ensure that they have made appropriate arrangements for safe and secure storage of carry bags and roll cage/pallet whilst the market stalls are in use. Carry bags can be folded down to a size of approximately 57cm x 46cm x 21cm once emptied. Each roll cage/pallet measures approximately 1.0m x 1.2m x 2.0m and cannot be dismantled.

4. COLLECTION

4.1. The goods must be repacked as originally supplied and ready for collection on the specified date as indicated at the top of this agreement. A timed collection is not possible.

4.2. Should the delivery vehicle be unable to make the collection on the scheduled date the Hirer may be liable for a failed collection charge of £55.00 + VAT per roll cage/pallet if it is deemed that the Hirer is at fault. The collection will be re-booked for the following working day.

5. HIRE CHARGES

The charges published in any of the Company's printed matter are for the guidance of the Hirers in estimating costs only and do not constitute an offer.

6. VARIATIONS

The Company will use its best endeavours to supply the Hirer with the equipment ordered but where this is not possible the company will notify the Hirer as soon as possible with any alterations to the design and specifications of the equipment and where alteration is fundamental the Hirer may terminate this Agreement and any deposit paid will be refunded.

7. PAYMENT

Payments must be made in accordance with the terms stated in the Company's quotation. Should settlement not be made by the Hire date then interest will be charged at 4 % per annum above the base rate of the HSBC Bank Plc.

8. LOSS OR DAMAGE

8.1. The Hirer shall during the period of Hire be responsible for the maintenance and safe custody of the Company's equipment from receipt of delivery to collection after use.

8.2. The Hirer must be satisfied with the equipment before use and should notify the Company of any miscounts, incorrect deliveries or unacceptable equipment before use.

8.3. The Company reserves the right to charge the Hirer the full replacement cost of such equipment in the event that it becomes damaged, lost or stolen during the period of hire, or until it has been returned to the Company. In the first instance if possible the Company will only charge for the replacement parts and labour to repair the damage.

8.4. Should components be found to be missing or damaged beyond repair upon return to the Company, the Hirer, if deemed responsible, will be charged for these items based on the following price schedule (overleaf). Prices are exclusive of VAT

Market Stall Components (as detailed within instruction manual supplied with market stall)		
A. Roof End Sections (2 per unit) £7.47 per piece	B. Roof Risers (2 per unit) £1.15 per piece	C. Roof Bars (3 per unit) £6.90 per piece
D. Legs (4 per unit) £7.47 per piece	E. Front & Rear Counter Bars (2 per unit) £6.90 per piece	F. Side Counter Bars £3.45 per piece
G. Counter Support Bar (1 per unit) £6.90 per piece	H. Counter Boards (2 per unit) £5.16 per piece	I. Roof Tarpaulin £42.30
J. Counter Wrap – optional (1 per unit) £30.00		
Market Stall Carry Bags and Roll Cage		
K. Counter Board Carry Bag £51.52	L. Frame Carry Bag (Wheeled) £44.61	M. Roll cage £500.00
N. Pump truck £200.00		

9. THE HIRER'S RESPONSIBILITY

9.1. The Hirer should not use any market stall until it is fully erected.

9.2. The Hirer should not tamper with the structure or any part of the equipment and in particular not affix or suspend from the equipment any item whatsoever without written consent of the Company.

9.3. The Hirer should not use any lighting, heating, cooking or other gas or electrical appliances of any kind without the previous consent in writing of the Company.

9.4. The Hirer is responsible for giving notice to or obtaining permits from any authorities who are or may be concerned and must take application where necessary to the Planning Authority, District Surveyor, Police, Fire Brigade and any similar authority or organisation. Any costs incurred in delays or modifications in the work arising from the absence or misrepresentation of all such necessary permissions and permits shall be payable to the Company by the Hirer. Where appropriate obtain a licence from the Local Authority. Any requirements under the licence must be notified to us in writing, at least 28 days prior to erection. Should the Company for any reason be unable to comply with these requirements then the Agreement will become void and the customer advised accordingly.

9.5. The Hirer should never presume that any other equipment is included in the Hire other than what is stated in the Company's booking forms.

9.6. The Hirer should never presume that any of the Company's equipment will be attached or joined to any buildings within the site.

9.7. The Hirer assumes all responsibility for assembly and dismantling of market stalls, including unpacking and repacking of carry bags in accordance with the supplied instructions.

9.8. The Hirer has watched the product demonstration video, read the assembly guide and has taken heed of all associated warnings and disclaimers prior to taking delivery of the market stalls and understands the assembly and dismantling process in full along with all associated risks.

9.9. The hirer understands that they are fully responsible for ensuring necessary arrangements have been made to ensure safe and efficient assembly and dismantling of market stalls, including unpacking and repacking of carry bags and roll cage/pallet and that delays arising from such issues are not the responsibility of the Company and may be chargeable as covered in section 4.

10. LIABILITY TO THIRD PARTIES

The Company will not be responsible for and the Hirer will indemnify the Company against all claims for the injury to persons or loss or damage to property howsoever caused unless it be proved that such injury or damage caused by faulty material or workmanship or negligence on the part of the Company.

11. ERECTION AND DISMANTLING

The Hirer must read and follow the supplied instructions and disclaimer for the safe assembly and dismantling of the supplied market stalls. The Company will not be responsible for injury or damage caused as a result of failure to follow this information.

12. ATTENDANCE

The Hire charges do not include attendance by the Company's men or subcontractors, except at the point of delivery and collection.

13. FORCE MAJEURE

While every effort will be made by the Company to carry out any order accepted, the full performance of it is subject to variation or cancellation by the Company consequent upon Act of God, War, Strikes, Riots, Lockouts or any other disturbances. Fire, Flood, Storm, Gale or Tempest restrictions on the use of Transport, Fuel or Power. Requisitioning Storage of material or transport or labour or any other cause beyond the control of the Company.

14. CONTRACT

No verbal representations or arrangements are recognised by the Company. A booking may only be deemed valid once the Hirer is in receipt of a booking confirmation from the Company. The Company will provide a booking confirmation subject to availability and on receipt of a fully completed booking form with a deposit from the Hirer. Should the Company not have availability then the deposit will be returned to the Customer.

15. CANCELLATION

Should the Hirer wish to terminate the Agreement then the following compensation rates will be charged to the Hirer by the Company.

100% of the Hire price for notice less than 7 days prior to the Hire period.

50% of the Hire price for notice between 7 and 28 days prior to the Hire period.

25% of the Hire price for notice more than 28 days prior to the Hire period.

16. USE OF SELF ADHESIVE PRODUCTS

The use/application of self adhesive products, such as velcro, double sided tape and duct tape, to any part of the market stall frame, counter boards, roof canopy or carry bags is strictly forbidden. If such products are used and need to be removed the Hirer will incur a cleaning charge of £36 per hour.