

Terms and Conditions (version 2.4 rev 23/07/20)

Our terms and conditions of hire are as below, please do **contact us** on 07836619550 or peter@outerstage.co.uk, should you require any clarification.

Definitions

“Company” means Peter Barlow Trading as Outerstage

“Delivery Date”, **“Deposit (if any)”**, **“Equipment”**, **“Client”**, **“Price”**, **“Site”** and **“User Period”** shall have the meanings as set out in the Quotation.

“Period of Hire” means the period from the Delivery Date until the Equipment has been dismantled and removed from the Site.

“Quotation” means the quotation sent by the Company to the Client as set out overleaf.

These conditions shall apply to all orders and contracts for the supply of Equipment and services in the UK by the Company or its authorised agents and if there are any qualifications or variations to these conditions it is important for the avoidance of doubt that such variations should be in writing.

All orders for goods shall be deemed to be an offer by the Client to hire goods in accordance with these conditions, and the Quotation.

Conditions of hire

The company's quotation for hire charges is made on the assumption that the site on which the equipment is to be erected or to which goods are to be delivered is;

1. Is stable and firm and has a maximum gradient in any direction of 50cm vertical for every 700cm of horizontal distance with easy access for the stage and towing vehicle (4x4) and
2. Has no underground pipes, ducts, cables or other services buried beneath the surface or otherwise concealed or overhead obstructions.

Should the site not comply with these requirements, the company may at its discretion either rescind the contract by giving verbal or written notice to the hirer or make additional hire charges. The company shall not be liable to the hirer for any loss damage or expense resulting from such rescission of the contract.

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.

The hirer should not use any lighting, heating, cooking or other gas or electrical appliances of any kind without the previous written consent of the company.

Liability

Whether the site complies with the foregoing requirements listed as above or not, the company shall not be under any liability whatsoever to make good any damage to the site nor shall the company be under any liability whatsoever in respect of damage to drains, pipes or cables or other services buried under the site or otherwise concealed or any consequential loss resulting from such damage.

Also the company does not accept liability for the following;

1. a) Unsuitable site. b) State of wind/weather. c) Loss or damage by fire or flood. d) Any lock out or strike. e) Any cause out of the company's control.

Positioning of services for hire

The hirer shall provide the company with a plan showing the position in which the stage or equipment shall be erected or alternatively shall have a representative on the site for that purpose. If the hirer does not provide a plan or have a representative on site, the company may erect the marquees and equipment where it considers fit and it shall be deemed to have performed the contract. Any wasted journeys due to absent representatives will be charged for. Deliveries left at unattended premises are left at the hirer's risk.

Variation of hire charges

The company reserves the right to vary the quoted hire charges in the event of any increase taking place before or during the period of hire in the cost of labour, materials or transport.

Loss or damage

The client shall be responsible for and shall reimburse the company for any loss of or damage to all hired equipment whatsoever the cause unless the damage or loss is the fault of the company.

The client must provide to the company proof of having arranged insurance for the hired equipment at least seven days prior to the delivery date of the equipment.

The client shall be responsible for and shall reimburse the company for any loss of or damage to all hired equipment whatsoever the cause unless the damage or loss is the fault of the company.

The hirer is wholly responsible for all equipment on hire from the time of delivery until collection.

He/she will be responsible for the safe custody of the company's property on the site, and will make good to the company all loss or damage to the company's property or equipment hired or used on the site (other than fair wear and tear) including breakages and damage and loss due to theft or burglary..

The hirer shall during the period of Hire be responsible for the maintenance and safe custody of the company equipment from completion of erection until dismantling.

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.

The company expects the hirer to take reasonable care of equipment supplied. Damage, loss, or excessive soiling will be charged for in full.

Goods, always, remain the property of the company

Liability to third parties

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

Permits

The hirer is responsible for giving notice to or obtaining all necessary permits from any authorities who are or may be concerned and must make application where to the planning authority, district surveyor, police, fire brigade and any similar authority or organisation. Any cost as incurred in delays or modifications in the work arising from the absence of or misrepresentation of all such necessary permissions and permits shall be payable to the company by the hirer and shall be deemed to be part of the hire charge.

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, lock-outs or other labour disturbances, fire, flood, restrictions on the use of transport, fuel or power, requisitioning, terrorism, shortage of material or transport or labour or any other cause beyond the control of the company.

Payment Terms

The company reserves the right to charge a non-refundable deposit of 20% of the overall cost as a non-returnable deposit will to secure the stage hire for a specific date or period. The balance of the hire charges must be paid (and cleared into our bank account) at least 7 days prior to the first day of the hire period.

Any additional charges must be paid within 7 days of being incurred.

The company is fully aware of The Late Payment of Commercial Debts Regulations 2013 and will exercise it's right under this legislation to secure payment and compensation for late payment of debts.

Cancellation or premature termination of contract

In the event of the hirer cancelling the hire after an order has been placed, for whatever reason, the company has the right to charge cancellation fees as follows:

More than 28 calendar days notice – 20% total hire charge

7-28 calendar days notice – 50% total hire charge

Less than 7 calendar days notice – 100% total hire charge

Where event is cancelled or postponed due to pandemic related government guidance we will waive any cancellation fees.