



**TEDDINGTON & ALSTONE PARISH COUNCIL
MARQUEE HIRE TERMS AND CONDITIONS
SIZE 8m x 4m**

1. COST OF HIRE/PAYMENT

The cost of hiring the Parish Council Marquee is £50 per event day. The Parish Council also asks for a refundable deposit of £100 when booking. Any bookings taken at shall be paid via BACS in to the Teddington and Alstone bank account number 20056360 sort code 77-27-23, before the day of collection/erection.

The Parish Council will offer a reduced hire charge for a charity or local fund raising event but the terms and conditions as specified in the contract will still apply.

2. SITE

A site risk assessment will be done before hire of the marquee. Hire is based on the requirement that the site comprises level, flat, firm ground with easy access for a motor vehicle and that no cables, pipes, drains or other services are buried beneath the surface or otherwise concealed. It should be noted that the marquee holding pegs may be driven up to 40cm into the ground. Hire charges exclude any repair or making good any damages to the site, this being the responsibility of the Hirer.

3. ERECTION AND DISMANTLING

It will be the responsibility of the hirer to collect the marquee from storage and return the same at the end of the hire period. It is essential that the Hirer provide a minimum of four adult persons to be available to erect and dismantle the Marquee. A member of the Parish Council will be available on site to supervise this activity.

4. CARE OF EQUIPMENT

(a) The Hirer shall, during the period of Hire, be responsible for the maintenance and safe custody of the Parish Council's marquee from collection until return.

(b) The Hirer be responsible for the marquee being returned to the Parish Council in a clean, neat and tidy condition. In the event the marquee is not returned in a clean, neat and tidy condition, an extra charge of up to the value of the deposit will be made.

(c) Charges are for one day's hire (unless otherwise stated). Erection may be undertaken one to two days prior to use and dismantled one to two days following the date of use.

(d) The Hirer must ensure that the marquee is adequately heated, when necessary, so as to protect from frost, snow or ice damage and the Hirer must ensure that snow/ice build-up is not allowed.

(e) Given the risk of damage to the marquee in windy conditions, the Hirer must take all reasonable precautions to ensure that all marquee openings are firmly closed when not in use and are only open for the use of entering or leaving the marquee.

(f) All heating and cooking equipment must be placed a minimum of 1 metre from the marquee panels and must NOT be left unattended whilst in use. There must be no heating or cooking within the marquee other than by electrical appliances or purpose designed butane or propane gas appliances. Barbeque equipment or open fires used outside must be placed a minimum of 3 metres from the marquee.

(g) The marquee must not be dismantled whilst wet. If this is the case the marquee should remain erected until in a dry condition.

5. LOSS, DAMAGE AND LIABILITY

(a) The Hirer shall be responsible for loss or damage to the marquee including damage caused by lightening, malicious damage, flood and theft whilst in their hire, from the time the marquee is collected by the hirer until returned to the custody of the Parish Council. Any incidents of the like should be reported to the Parish Council immediately.

(b) Personal injuries: The Parish Council will not be responsible for and the Hirer will indemnify the Parish Council against all claims for injury to persons howsoever caused unless it is proven that such injury is caused by negligence or breach of statutory duty on the part of the Parish Council.

(c) Liability to Third Parties: The Parish Council will not be responsible for and the Hirer will indemnify himself/herself 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 was caused by faulty material or workmanship or negligence on the part of the Parish Council.

(d) The Parish Council shall not be liable for delay or failure to complete the hire of the marquee as a result of:

- the site being in unsuitable condition
- adverse wind or weather conditions
- loss or damage to equipment
- any cause outside of the Parish Council control

6. CONDITIONS

(a) The marquee Hirer is a resident of the Teddington and Alstone Parish and the marquee will be for use on the Hirer's property only.

(b) The Hirer shall not sub hire the Parish Council's marquee nor use the same or allow the same to be used for any other unlawful purpose or in any unlawful way nor anything which may endanger the Parish Council's marquee or any insurance policies in respect thereof.

(c) The Hirer shall be responsible for ensuring compliance with the Public No Smoking Law and such law rests with the Hirer for the duration the marquee is erected. 'No smoking' signs which comply with the act are available on request.

7. FORCE MAJEURE

While every effort will be made by the Parish Council to carry out any hire request, this may be subject to variation or cancellation by the Parish Council consequent upon Act of God, War, or any other disturbances. Fire, Flood, Storm, Gale or Tempest restrictions or any other cause beyond the control of the Parish Council.

Authorisation for Marquee Hire required by two Parish Councillors:

1. Parish Councillor Name
- Parish Councillor Signature
- Date

2. Parish Councillor Name
- Parish Councillor Signature
- Date

Marquee Hirer Details:

Hirer Name

Hirer Address

Date(s) of Hire

Deposit Paid £

Hire Fee Paid £

I agree to carry out a Risk Analysis of the erected Marquee and relevant site and to undertake any action required to ensure that the hired marquee/site is deemed to be of low risk category. I also agree that the Marquee is in good condition and that there is no indication that the marquee is of sub standard quality and is fit for purpose.

The Hirer accepts that the hire of the Marquee is at their own risk and the Parish Council is not responsible for any liability or damage arising from the use of the Marquee whatsoever.

Hirer Signature

Date

Marquee Return Details:

Return Condition Report

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Deposit Returned £

Charges for Damages £