# Glasgow Gazebo Hire Ltd



#### Standard Terms & Conditions

#### **General Terms:**

All references to "us, we, the company etc" are in reference to Glasgow Gazebo Hire Ltd as an entity, and this extends to all owners, Directors, Staff, and workers.

All references to "the customer" are regarding any individual, company or event planner who engages with Glasgow Gazebo Hire Ltd in business in any form.

Any Clauses in this contract that call for judgement or are in any way subjective, allow for the judgment to be exercised by the company

The rental period is defined as the period from which the customer has paid for the goods rented, this is distinct from the deliverable period.

The deliverable period is defined as the period between which the company delivers and collects the equipment, this may include several days in advance and following the rental period.

## 1. Payment

## 1.1. Deposits

- 1.1.1.A deposit of approx. 25% is required for the booking and reservation of any Gazebo rental.
- 1.1.2.A deposit of approx. 40% is required for the booking and reservation of any Marquee rental
- 1.1.3. The company charges for the rental period of the booking.
- 1.1.4.Booking Deposits are non-refundable but may be used to reschedule the booking to a different date if the event is not able to go ahead, this rescheduling must be made within 30 days of the cancellation of the original event.
- 1.2. Payment for the remaining balance of the rental is due on the last day of the rental at the very latest, at which point the customers card used to make the deposit can be charged by the company, without warning.
- 1.3. In the event of non-payment, and when the card is declined, the company reserves the right to place the matter in the hands of debt recovery agents and shall be entitled to a full reimbursement of any fees or disbursements paid to the debt recovery agent to aid recovery of monies outstanding to the Company.
- 1.4. If the customer does not pay the balance before the completion of the rental delivery, then then company reserves the right to charge the customers card used to pay the initial deposit for the rental, via the companies booking software.

# 2. Liability

- 2.1. As soon as the company have left the site, until the company returns for collection of equipment, all liability is held by the renting party.
- 2.2. Regarding the above point:
  - 2.2.1. The renter should never leave equipment unattended
- 3. Damage Waiver and Damages
  - 3.1. Our damage waiver is added by default to all orders that Glasgow Gazebo Hire Ltd engages in.
  - 3.2. In instances where an order is placed through our online booking system, and no damage waiver has been added by the customer, a damage waiver will be added by the company.
  - 3.3. Damage Waiver Coverage:
    - 3.3.1.The Damage waiver does not provide coverage for the customer in the following situations:
      - 3.3.1.1. Improper use of equipment
      - 3.3.1.2. Theft of equipment
      - 3.3.1.3. Movement of "Fixed" Equipment
        - 3.3.1.3.1. Fixed equipment refers to equipment that is attached or fixed to any surface or equipment such as heaters attached to structure framework, or framework fixed to the ground via pegs

etc, and to equipment that is expected to remain where the company places it upon delivery (e.g., Flooring that is installed inside a structure)

- 3.3.1.3.2. Cleaning of Overly soiled equipment
- 3.3.1.4. If the situation is not included within this document, then the company has the right to determine where coverage is, and is not, offered:
- 3.3.2.The Damage waiver provides coverage for accidental damages to equipment and damage that may be occur during the regular use of the equipment.
- 3.3.3.If damage is caused to equipment that is out with normal use e.g. paint staining, multiple broken chairs etc then the company reserves the right to charge the full replacement costs of any damaged equipment.
- 3.3.4.The damage waiver will not provide coverage if it is clear that proper care has not been taken, such as leaving furniture outside etc
- 3.4. If tape is used anywhere on any marquee or gazebo structure the company reserves the right to charge a cleaning fee

# 4. Underground Services:

4.1. It is the hirer's responsibility to provide the company with the location of any underground services (gas, water, electricity etc) that could be damaged by marquee fixing spikes. The hirer will be responsible for any costs associated with the repair to unmarked/unidentified services and associated costs relating to their interruption resulting from not being identified to the company.

# 5. Weather and Force Majeure

- 5.1. If the company deems the event or rental as unsafe due to any factors out with the reasonable control of the company including but not limited to extreme weather, then the company reserves the right to deny the delivery and fulfilment of the rental or event.
- 5.2. Payment in the event of any force majeure is as followed:
  - 5.2.1. The balance of the deposit is retained in full
  - 5.2.2. The remaining balance of the rental will not be charged

# 6. Delivery

- 6.1. The company reserves the right to schedule or reschedule the delivery of equipment as it sees fit and cannot be help liable for any circumstances out with the company's control.
- 6.2. The company typically delivers several days in advance, though the company is in no way obligated to do this and does not charge for this service, and as such cannot be held responsible for any complications arising from a later delivery than anticipated, this includes the customer planning events dependent on the rented equipment before the commencement of the "rental period", and within the deliverable period.