



MARKET STALL HIRE – Terms and Conditions

1. GENERAL

- (a) The contract is for the hire of equipment detailed on the contract. The parties to the contract are:
- (i) the Hirer, as an individual or an organisation whose official representative will be the signatory of the contract.
 - (ii) The company is Apex Market Stalls Ltd with registered office at Ledbury, Oswestry, SY11 1AJ
- (b) All equipment hired remains the property of Apex Market Stalls Ltd
- (c) Where the Hirer is in breach or subject to insolvency or liquidation proceedings, Apex Market Stalls may terminate the contract and collect equipment without affecting any rights to recover monies owing or breach of contract damages.
- (d) All orders are accepted subject to the terms and conditions stated below and the hirer by placing an order is deemed to have acknowledged this.

2. DELIVERY INFORMATION

- (a) Adequate delivery and collection access will be provided by the Hirer. The hirer or their representative must be present when the delivery is made and ensure enough people are available on site to assist with unloading and moving the stalls to a secure location.
- (b) The Hirer or his signatory will check quantities and condition of equipment on delivery and to sign the delivery note as evidence. Any damage or shortfall must be agreed before the delivery note is signed.
- (c) The Company advises that delivery of the market stalls is made two working days before the first day of the event to mitigate the risk of late delivery due to congestion, vehicle breakdown etc. The company cannot be held responsible for late delivery providing the goods were despatched on the day agreed with the hirer.
- (d) The market stalls will be delivered/collected by a nationwide carrier who are a third party organisation. The company does not know the delivery vehicle driver or have their contact information or have the delivery vehicle details. The company can request the driver contact the hirer on the day of delivery but cannot guarantee this will occur.
- (e) Once the market stalls are unloaded and signed for it is the hirers responsibility to move the stalls onto site. The company advises that the unloading and event site are on a level and even surface free of wires, cables and obstructions.
- (f) Timed, Saturday AM deliveries and timed collections are not available
- (g) Members of the Companies staff do not deliver the hire stalls and will not be available on the hire site to assist with the erection/dismantling or unpacking/repacking or to advise on any matter.

(h) It is a condition of supply that in the absence of definite proof to the contrary, our count at our premises is final as to both quantity and condition of the goods.

COLLECTION

(a) A collection address that is manned from 9am to 5 pm is required for collection of the market stalls.

(b) Should the collection vehicle be unable to make a collection on the deemed collection date due to no one being on site the hirer may be liable to a failed collection charge of £50

(c) The goods must be repacked and ready for collection as originally supplied on the agreed collection date.

3. RESPONSIBILITIES OF THE HIRER

(a) The hirer must erect and dismantle the market stalls as laid out in the instruction manual. The company cannot be held responsible for any damage or injury caused by failing to follow out the instructions.

(b) Each market stall carry bag contains a complete frame, roof cover, table skirt and a set of elastic toggles with a separate carry bag for the table boards. When dismantling the stalls it is the hirer's responsibility to ensure the carry bags are repacked with the same contents as they were delivered with.

(c) The hirer must not suspend heavy items, fix adhesive labels from any part of the market stall or load the market stall table with weight over the recommended weight limit of 40KG

(d) The hirer must ensure they have all the necessary licences and permits from the appropriate authorities to carry out their planned event before the market stalls are despatched from our premises. Any deposits or payments will not be refunded or the company be held in any way responsible if such licenses permits are not obtained.

(e) It is the hirer's responsibility before they take delivery of the hire stalls to ensure they know exactly what is included in the market stall package and what isn't.

(f) The hirer must ensure that they allow enough time and number of staff on site for the safe erection and dismantling of the stalls as well as repacking into the carry bags after the event.

(g) The market stalls must not be left unattended or left erected overnight in windy conditions. The company cannot be held responsible for any loss or damage incurred by wind or inclement weather

(h) The hirer must notify the Company immediately after any loss and/or damage to the hire stalls

(j) The hirer must not continue to use the hire stalls where they have been damaged and will notify the Company immediately if the hire stalls are involved in an accident resulting in damage to the hire stalls other property and/or injury to any person.

(k) The hirer must not use any heating or cooking equipment of any kind without the prior consent of the company.

4. RISK, OWNERSHIP, AND INSURANCE

(a) Risk in the Goods will pass immediately to the hirer when they leave the physical possession or control of the Supplier.

(b) Risk in the Hire Goods will not pass back to the company from the hirer until the market stalls are back in the physical possession of the company. This shall apply even if the company has agreed to cease charging the rental.

(c) Ownership of the market stalls remains at all times with the company. The hirer has no right, title or interest in the market stalls except that they are hired to the hirer.

(d) The hirer will be responsible for conducting any risk assessment, method statement or safety check necessary on site before using the market stalls and the hirer will comply with all risk assessments already in force at the site of operation in so far as they affect the safe use of the market stalls.

(e) The hirer shall indemnify the company in full and hold the company harmless in respect of any loss, damages, proceedings, suits, third party claims, judgements, awards, expenses and costs (including legal costs) incurred by or taken against the company as a result of the negligence, fault, error, omission, act or breach of the hirer or hirers employees, staff, contractors, agents or representatives and for any breach of the contract whatsoever.

5. LOSS OR DAMAGE TO THE HIRE GOODS

(a) If the market stalls are returned in damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in the market stalls, the hirer shall be liable to pay the company for the cost of any repair and/or cleaning required to return the market stalls to a condition fit for re-hire.

(b) In respect of any component of the market stalls whatsoever which are lost, stolen or damaged beyond economic repair during the hire period the hirer will pay to the company the new replacement cost for any component part or parts in accordance with the market stall component parts price available on our website www.apexmarketstalls.co.uk

6. PAYMENT

(a) The total amount of payment will be the amount stated in the companies quotation for the hire and will be due once the quotation is accepted by the customer. Full payment must be made in advance of delivery.

(b) If the Customer fails to make any payment in full on the due date the Company may charge the Customer interest (both before and after judgment) on the amount unpaid at the rate of 4% above the base rate from time to time of The Bank of England plc.

(c) If the hirer cancels the hire booking after payment has been made the following charges will apply. Cancellation within 7 days of the booking date 100% of the payment, cancellation between 7 and 30 days 50% of the payment, more than 30 days of the booking date 25% of the payment.

7. SECURITY DEPOSIT

In addition to the full hire payment the Customer must pay a security deposit of ; £100.00 on orders up to £500.00, £250.00 on orders up to £950.00, £350.00 on orders between £951 – £2000.00, £400.00 on orders above £2000.00

The Company will attempt to refund the balance of any deposits within 7 days of the termination of the Contract after deducting any charges for loss or damage as agreed with the Customer.

Where the deposit is not sufficient to cover replacement costs, the hirer is liable for the balance.

CUSTOMER NAME:

ADDRESS:

CONTACT NUMBER:

NUMBER OF STALLS HIRED:

DELIVERY DATE:

COLLECTION DATE:

CUSTOMERS SIGNATURE:

DATE:

BY SIGNED THIS CONTACT IT'S DEEMED THAT I HAVE ACCEPTED THE TERMS AND CONDITIONS ABOVE