

Ginger

Ginger Limited (Ginger)

Terms & Conditions....

1. Contract

Ginger will submit a written or verbal quotation referencing the terms and conditions below which the hirer shall accept in writing forming a contract. In the absence of any written quotation or written acceptance, the verbal confirmation, deposit payment or the acceptance of goods received for hire or purchase will constitute a contract and acceptance of the terms and conditions contained herein. Ginger reserve the right to cancel a job if the hirer fails to complete any of the conditions below.

2. 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;

- Flat level firm ground with easy access for heavy motor transport, and
- Has no drain pipes, cables or other services buried beneath the surface or otherwise concealed.

Should the site not comply with these requirements, the company may in 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.

3. Liability

Whether the site complies with the foregoing requirements listed in section 2 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 ground, drains, pipes or cables or other services buried under the site or otherwise concealed or any consequential loss resulting from such damage unless an accurate plan showing the precise position of such drains, pipes or cables or other services shall have been supplied to the company.

4. Positioning of services for hire

The hirer shall provide the company with a plan showing the position in which the marquees 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. The marquee will only be put in to position once, any correction of the layout due to the hirer will be charged for. Any wasted journeys due to absent representatives will be charged for. Deliveries left at unattended premises are left at the hirer's risk.

5. 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.

6. Payment

The company reserves the right to charge a non-refundable 50% or £120 deposit minimum. The cleared balance will be payable on at least 7 days prior to the use of the equipment. All prices are subject to vat.

6a. IF YOU INTEND TO PAY YOUR BALANCE BY CREDIT CARD, PAYMENT SHOULD BE MADE 30DAYS PRIOR TO THE WORK COMMENCING (a surcharge will be applied) . No surcharge is applied for deposit payments.

6b. Late payments. Payments made after the due date are subject to a 1% interest charge everyday outstanding.

7. Loss or damage

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 unless it can be proved that such loss or damage be caused by faulty material or workmanship or negligence on the part of the company. No guarantee can be given that equipment will be removed the following day. We cannot accept any items in place of those supplied. Goods at all times remain the property of the company.

8. 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.

9. Attendance

The hire charges do not include attendance by the company's staff.

10. 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 for the purpose of clause 6 above.

11. 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, shortage of material or transport or labour or any other cause beyond the control of the company.

12. Cancellation or premature termination of contract

In the event of the hirer cancelling the contract after a firm order has been placed, charges will be levied as follows:

More than 30 calendar days notice - 50% total hire charge (Taken as Deposit Payment – This is NON REFUNDABLE)

7-30 calendar days notice - 75% total hire charge

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

13. Electrical Supply

The hirer is responsible for ensuring that the venue has sufficient power supply, plug points, connectors etc for the equipment hired.

14. Marquee Flooring

The hirer is responsible for ensuring that the venue has a flat and level ground where the equipment is to be positioned, if the ground is un-level, a scaffolding company can be brought in to make the ground level. The interlocking floor is of a plywood and timber latt construction when it is laid there may be edges and/or a step, this is because the flooring follows the lay of the ground, and due to health and safety we are not able to conceal an edge as this could lead to a trip hazard.

15. Third Party Companies

Ginger Ltd reserves the right to call upon, and contract any third parties to under take work on behalf of Ginger Ltd and the hirer. Ginger Ltd does not take any responsibility for work undertaken by third parties, and any complaints must follow the complaint terms below.

16. Complaints

Complaints about the service, as to shortage or damage on receipt of goods or the state of the main structure the need to be made before the crew leave site in order to make good.

Complaints of any nature received on return of goods or after an event cannot be entertained.

Complaints about third party companies will not be entertained, this must be taken up with the third party only.

17. Payment Liability.

Where the booking is made in the name of a company or individual. The person(s) making the booking are personally responsible for full payment of the outstanding amounts. Only where the company or individuals have received written confirmation of our acceptance to offer credit will the liability of payment be transferred from the person(s) making the bookings to the individual, organisation, company or other entity not stated here within. No exceptions. Where payment fails or is not presented by the entity hiring the equipment then liability of payment will revert to the person(s) making the booking except where provided in writing Event Equipment Hire has agreed otherwise.

Whilst every effort is made to keep these terms and conditions up to date we do reserve the right to update or change these without prior notice. Clients are advised to check at the time of booking that these are the most up-to-date and accurate set of terms and conditions. A written copy of these can be supplied upon request.