**Marquee Hire Agreement**

**(June 2014)**

**INTRODUCTION**

This document sets out the terms under which the marquee can be used outside of members of the 6th Chelmsford (Cathedral) Scout Group (known as **6th Scout Group**).

It is important to realise we cannot guarantee that a group will be able to make all the bookings they would like.

**TERMS & CONDITIONS OF MARQUEE USAGE:**

1. No smoking is allowed in the **6th Scout Group** marquee.
2. Marquee must be returned in a dry clean undamaged condition: Failure to do so may result in a surcharge being added to cover the cost of cleaning.
3. Hirer is responsible for erecting, dismantling and packing of the Marquee.
4. **6th Scout Group** reserve the right to ban any person from the **6th Scout Group Marquee** if there are reasonable grounds for believing that person knowingly failed to report any damage to, or an accident involving, the **6th Scout Group Marquee** whilst it was in their care (i.e. during a hire).
5. Should a group fail to turn up for a booked hire, or give little or no notice of cancelling their hire, **6th Scout Group** reserve the right to levy a charge of £30.00 per day for each day cancelled.
6. Should a group persistently cancel their bookings, **6th Scout Group** reserve the right to levy a charge of £30.00 per day for each day cancelled, regardless of the length of notice given for the cancellation.
7. **6th Scout Group** reserve the right to reject, cancel or vary any booking if the purpose for which the marquee is to be used is inconsistent with the aims, objectives or rules of **6th Scout Group**.
8. In the event of cancellation or change to a booking by **6th Scout Group**, no liability can be accepted for any loss, financial or otherwise, arising from our failure to provide a marquee, and **6th Scout Group** cannot be held responsible for breach of contract in such circumstances.
9. You MUST be able to provide a contact telephone number that will be manned during the time of the hire. This is especially important for hires outside normal office hours. If you do not provide such a telephone number, **6th Scout Group** cannot be held responsible for any failure to inform you about any emergency or other problem associated with the hire.
10. The hirer is responsible for maintaining the marquee and must ensure that no damage occurs during the hire.
11. **The hirer may be liable for the cost of repair or replacement if the marquee is damaged whilst under hire. Signature of hirer**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
12. **Any accident or damage to the vehicle must be notified to 6th Scout Group as soon as possible. The cost of any damage will be recoverable from the hirer**. **Signature of hirer**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
13. The marquee must be returned no later than the previously agreed time. Should an unauthorised late return of the marquee result in another group being unable to hire the marquee at the time they booked, any resultant financial liability may be passed on to the first group.
14. Wilfully keeping the marquee beyond the booked time can be construed as taking the marquee without the owner's consent. In such cases, **6th Scout Group** reserves the right to take any appropriate action to recover the marquee. **6th Scout Group** reserve the right to levy an additional surcharge of £10.00 per hour (or part thereof) in the event of an unauthorised late return of a marquee. **6th Scout Group** reserves the right to refuse hirer requests from groups who are persistently late in returning the marquee. **Signature of hirer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**INSURANCE**

The hirer is responsible for appropriately insuring the Marquee whilst under their hire. As per clause 10 and 11 the hirer is responsible for the cost of repair / replacement for any damage incurred whilst under their hire.

**HIRER Donations**

Donations are negotiated on an individual use as, agreed the following dates are covered by a donation of £200

Monday 23rd to Sunday 29th June for usage at the 3 Foot Festival and Fling

Saturday 16th to Monday 18th August for usage at V festival

**Not included in this agreement is the hire for Wednesday 16th – Saturday 19th July which is subject to a further donation**

**I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agree in full to the above terms and conditions of usage of the marquee supplied by 6th Chelmsford (Cathedral) Scout Group**

**Dated**

**Signed**

**Print Name**

**Authorised member releasing Marquee**

**Sign**

**Print Name**

**Date**