

## **Stockton, Thornaby & District Scout Communications Team** **Terms and Conditions of Booking**

The following terms and conditions of booking form the basis of the hire contract between the Stockton, Thornaby & District Scout Communications Team and you, the customer.

No condition contained within these terms and conditions may be changed without the agreement of the Team Manager in writing.

For any further clarification on these terms and conditions, please contact the Team Manager who will respond in writing.

### **Definitions**

- We/us/the team refers to Stockton, Thornaby & District Scout Communications Team also known as S.T.D.S.C.T .
- You/your refers to the person/organisation making the booking.
- Equipment refers to any item hired by us to you.
- Service refers to the provision of any work or equipment that we have agreed to provide to you.

### **Bookings, Quotations & Payments**

- All bookings are to be made through the S.T.D.S.C.T event coordinator (tel. 07873986584 or email [info@stdsct.co.uk](mailto:info@stdsct.co.uk)).
- You will receive all receipts and invoices by email, if you require these posting please provide a stamped self-addressed envelope.
- No binding contract exists until you have accepted our quotation or made a booking in writing (including by email) and, where specified, have paid any deposit required and we have issued written acknowledgement of your acceptance.
- Acceptance of the quotation acknowledges acceptance by you of these Terms and Conditions of booking.
- In an instance where you have booked our services without requesting a formal quotation first, it is your responsibility to ensure you have read these terms and conditions before you request that booking. In this instance it is also noted that a binding contract is formed upon us accepting your booking.
- Quotations remain valid for 14 days from the date stated on them provided the equipment is still available.

- Dry hire quotations will be clearly marked. A dry hire quotation does not include attendance by us for any purposes other than those clearly identified on the quote.
- Period of hire or services is the period for which the equipment will be made available to you or the services will be provided and this is what the quotation shall be based upon.
- You are responsible for ensuring that the size and surface of the site is sufficient and suitable for the erection and/or siting and delivery of equipment.
- You will inform us prior to or upon our initial arrival onsite of any items both above and below ground which could be damaged from our work or could cause hazard to us during the course of the provision of services. It should be noted that we may drive supports into the ground at a depth up to 1 meter.
- Whilst we take care to work as neatly as possible, you are responsible for repairing and making good any damage caused to the site by the erection or dismantling of equipment including, but not limited to, areas where cables have been buried.
- It is your responsibility to ensure safe and adequate access/egress to/from the site. This includes ensuring that where we require vehicle access the surfaces are suitable. We will not be responsible for the damage caused due to unsuitable access routes and may charge you for any damage caused to our vehicles and/or the cost incurred to recover a vehicle stuck due to unsuitable access routes.
- The site must be cleared of any obstacles prior to our arrival. We will not be liable for any damage to any equipment not belonging to us which we need to move in order to provide our services.
- You, or another appointed and competent person, must be available on site for our arrival to confirm arrangements for the setting up of equipment unless specific prior arrangements have been agreed. If this is not the case we may refuse the delivery of the equipment and consider the booking cancelled by you making you liable for all charges.
- If for any reason, which is not our fault, you require us to move equipment which has already been installed, we may make additional charges as we deem necessary for the time this takes.
- Additional terms apply when the hire includes radio handsets. These terms are in place to satisfy the terms of our OFCOM radio handset license. These terms of use can be found on the radio hire form and should be adhered to at all times.
- You are responsible for determining, providing and/or arranging licenses which may be required for the provision of entertainment or similar unless specifically stated in our quote. Please note: this does not include two way radio handset

hire for which we will provide the required OFCOM license and a copy of this can be viewed upon request.

- All payments of deposits or invoices should be directed to the team treasurer whose correspondence address can be found on the invoice or quote issued.
- Unless otherwise agreed, the final balance shall be payable by you within 30 days of the date shown on the final invoice. If payment is not made by the due date, you risk losing any further booking and forfeit any monies already paid. We may also seek legal advice on recovering outstanding payments.

### Cancellations

- We reserve the right to cancel or terminate a booking for any of the following reasons:
  - If, in our opinion the site is not accessible due to water, snow, ice or other extreme weather conditions. This includes access by any public or private road from our headquarters to your event.
  - Any deposit or balance has not been received in accordance with these terms and conditions.
  - We believe the situation on site is not or has become unsafe for either us or our equipment.
- If we cancel a booking for one of the above reasons, we reserve the right to charge for any expenses incurred up to the point of cancellation, this includes the cost of returning any equipment from the point of cancellation.
- In the event that you cancel a booking we will retain any deposit paid by you. You will also be liable to pay the following cancellation charge dependant on the period of notice given before the commencement of the services:
  - More than 60 Days' notice - 30% or deposit paid, whichever is greater
  - 30 to 60 days' notice - 50% or deposit paid, whichever is greater
  - 7 to 29 days' notice - 70% or deposit paid, whichever is greater
  - Up to 7 days' notice – 100%
- We shall not be liable for any costs incurred to you by the cancellation or termination of your booking (whether by us or by you).

### Delay

- We shall not be liable for delay or failure to complete any contracts as a result of:
  - The site being unsuitable or access being unavailable on the agreed start/delivery date
  - Adverse wind or weather conditions preventing access to the site or safe erection and/or use of the equipment
  - Loss or damage to equipment by fire, flood or other happenings which are outside of our control
  - Any cause outside our control
  - Grass sites which have not been cut
  - Sudden mechanical failure

### Non-availability of Equipment

- If, for reasons beyond our control, any item of equipment booked is not available for the period of hire, we reserve the right to substitute alternative equipment to meet, as near as possible, your requirements. If we do so you will not have any claim against us.
- In the event that we cannot substitute suitable alternative equipment we shall notify you as soon as reasonably possible of cancellation of the contract in which event any deposit or other monies paid by you will be refunded immediately, but otherwise no claim shall lie against us.

### Ownership & care of equipment

- All equipment hired remains the sole property of us or of any third party for whom the team manage the equipment.
- You may not sub-hire or part with possession of the equipment.
- You may be responsible for the cost of any equipment damaged by yourself or a third party during the course of our services.
- When equipment is dry hired, unless specifically stated by us in writing, you will be responsible for arranging suitable insurance or for covering the cost of any damage, loss or theft during the period of hire. You are expected to inspect the equipment and check its condition on delivery of the equipment and should agree with us its condition at this point. We will notify you within 7 days from the end of the hire period of any damage to the equipment.
- If we agree to cover the equipment under our own insurance, then you will be responsible to pay any excess stated by our insurer in the event of a claim.
- We will give instructions on the use of the equipment if requested at time of delivery. We will be happy to answer any questions or provide further advice if required.

- Any hired equipment should be returned clean and dry. We may make further charges to cover this should it not be returned in a suitable condition.

### Risk assessments

- We have made every reasonable effort to carry out risk assessments for the provision of our services. All risk control methods in these risk assessments should be referred to where appropriate.
- It is your responsibility to consult these risk assessments and raise any concerns you may have. You should request these risk assessments from the Team Manager should you not already have them.

### Limitation of Liability

- Our liability is capped to a full refund or return of any hire charges in the event that we are unable to fulfil any of the terms of the contract.
- We will not be liable to you for any costs, expenses, indirect or consequential loss or damage or any other claim for compensation under any circumstances whether caused by our negligence or otherwise arising out of or in connection with our work.
- Our entire liability under and in connection with the hire contract will not exceed the value of the hire charges. This condition does not apply in the event of death or personal injury caused by our negligence.

### Complaints

- We pride ourselves in the high standard of our services and treat every event as if we had organised it ourselves. However should you feel the need to complain about any aspect of our services, you should send this to the team manager within 7 days of the event.
- Complaints will be considered by the team manager and when appropriate the District Commissioner.
- If you are dis-satisfied with the response to your complaint you may appeal to the Stockton, Thornaby & District Scouts Executive Committee whose decision will be final.