

1. Definitions

- Owner: Newquay BID.
- Hirer: The individual or organisation hiring the equipment.
- Equipment: Gazebos/stage and related accessories as specified in the agreement.
- Deposit: The amount paid by the Hirer as security for the hired equipment.
- Costs: the hire fees paid by the Hirer to the owner, for use of the equipment.

2. Conditions of hire including fees and deposit:

The gazebos may be hired for purposes in-line with Newquay BID's business plan only and BID reserves the right to refuse hire if it deems fit.

3. Fees and Deposit

The Hirer must pay a deposit to Owner (Newquay BID) for all equipment hired. This is a refundable deposit upon the equipment's return in its original state and following an inspection by the Owner or its approved contractors/representative(s). Please see required deposit below.

PRODUCT	DEPOSIT
3m x 2m gazebo with walls	£20
4m x 4m gazebo (for stage)	£30
4m x 4m stage	£200

The deposit must be paid via a card payment.

Hire Costs:

The Hirer must pay the owner the following costs in addition to the refundable deposit. The hire costs are not refundable and are the charges associated with hiring the equipment and are based on the equipment hired and the type of business you are as the Hirer. The costs below are the day rate for hire.

Business type	3m x 2m gazebo with walls with accessories	4m x 4m stage and gazebo with accessories
CIC/charity	£20	£100
Non-BID business	£40	£200
BID business	£0	£0

For hire quantities of 10+ gazebos the hirer must employ our preferred installer to erect and dismantle the gazebos. These costs will be discussed and agreed as part of the hire enquiry.

4. Payment Terms

Full payment is due at least 7 days before the hire date to secure your booking.

5. Collection and Return

The hirer is responsible for collecting and returning all equipment to The Mount Wise Centre, 28 Mount Wise, Newquay, TR7 2BJ at a time arranged with Newquay BID. The equipment must be collected/returned during BID office hours and will be checked in/out with a member of staff.

6. Insurance

The hirer must have their own public liability insurance in place and must send proof of insurance to Newquay BID before collection is agreed. The expected minimum public liability insurance limit is £5,000,000.

7. Use of Equipment

Equipment must not be used in winds exceeding 30 mph.

The hirer must read the instructions supplied with the gazebos.

8. Damage and Repairs:

The Hirer is liable for repair or replacement costs if the equipment is damaged. The equipment is inspected on return post every hire and so Newquay BID will keep an up-to-date record of any and all damage and ensure the equipment is in a safe and serviceable quality for all hires.

The equipment will be inspected upon return of your hire. Notification of any damage and related costs will be provided within 14 days and you will be liable to pay for the repair/replacement of any damaged equipment. A current indication of costs is outlined below as a guide:

PRODUCT	CURRENT PRICE
3m x 2m gazebo with walls	£449.00 each
13.5kg steel weights	£48.00 per pair
15kg double weight	£50.00 per pair
Connecting clamp	£5.50 each
4m x 4m stage + gazebo	£3,840.00 (flooring) + £769.00 (gazebo)

9. Liability and Indemnity

Newquay BID is not liable for injuries, losses, or damages arising from the use of the equipment.

The Hirer agrees to indemnify and hold harmless Newquay BID from any claims, damages, or expenses arising from the use of the equipment.

10. Termination

Newquay BID reserves the right to terminate this agreement without notice if the Hirer breaches any terms and conditions.

11. Governing Law

This agreement is governed by the laws of England and Wales.



Business Improvement District
Gazebo Hire Agreement

Owner: Newquay BID (Newquay Library, Marcus Hill, Newquay)

Hirer:

Date and time to collect:

Date and time to return:

Equipment	Quantity out	Quantity in
3m x 2m gazebo with walls		
Weights		
Clamps		
Tie-downs		
Staging (2x1m unit)		
4m x 4m gazebo black		
4m x 4m gazebo white		

IT IS AGREED as follows: The Owner and the Hirer agree that the Owner will hire to the Hirer, and the Hirer will take on hire, the Equipment specified above, for the period specified and subject to the charges specified. All Equipment and services provided by the Owner are provided subject to the Owner's terms and conditions of hire and by signing this agreement, you confirm you have read, understood and are prepared to be bound by the Terms and Conditions of hire.

Collected

Date:

Signed:

Signed:

For and on behalf of

For and on behalf of the Hirer

Newquay BID

Returned

Date:

Signed:

Signed:

For and on behalf of Newquay BID

For and on behalf of the Hirer