



## Terms & Conditions

### Definitions

- "The company" is Sussex Marquees and/or their subcontractors or agents.
- "The hirer" is the person hiring equipment from the company.
- "The equipment" is all items provided to or hired by the hirer.
- "The period of hire" means the time commencing with the arrival of the equipment on site, and terminating when the company removes the equipment.
- "The hire agreement" is the contract entered into by the hirer and the company.

### General

These terms and conditions apply to all contracts entered into by the company unless otherwise stated in the company's written quotation. Any offer of equipment is subject to stock being available on receipt of an order and deposits paid.

### Terms

The hirer will pay a non-returnable 25% deposit of a designated sum inclusive of Vat (as detailed in the quotation at the time of the order) and the balance of the total hire charge 30 days prior to the event date. Should full settlement to be made 30 days prior to the event date.

### Cancellation

In the event of cancellation the following charges will be invoiced and due for payment on the date of commencement of the originally contracted period of hire:

- Cancellation more than 28 days before the commencement of the period of hire - 20% of the total charge.
- Cancellation between 14 and 28 days before the commencement of the period of hire - 100% of total hire charge.

### Site conditions

The company's quotation for hire charges is dependent on a level firm site being provided with easy access for commercial vehicles. The company cannot be held responsible for damage caused to concealed or buried pipes, cables and other services and features unless their positions have been clearly marked on the site by the hirer.

The quotation for lighting is made on the assumption that a suitable and sufficient power point is available within 25 meters of the marquee. The company reserves the right to erect, dismantle and remove the equipment from the site at its convenience. The hire charges do not include any repairs or making good that may be required to the site.

Client Name \_\_\_\_\_ accepts Sussex Marquees Terms and conditions for their event on \_\_\_\_\_ at \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_



## Health and safety

The hirer shall ensure that all doors and other openings into the marquee(s) are closed and secured at all times during which the marquee(s) are not in use. The company reserves the right, in its absolute discretion, to require the evacuation of a marquee(s) and/or the cancellation of an event to be held in the marquee(s). Where this occurs due to health and safety considerations the company accepts no liability for any loss whatsoever. Any alteration or addition to the Equipment by the hirer or his licensee must have the prior written permission of the company.

## Hirer's responsibilities

The hirer shall provide the company with a plan showing where he/she requires the equipment to be erected, or alternatively have a representative on the site for that purpose. Otherwise the company will erect the equipment where it thinks fit and a further charge shall be incurred if the hirer wishes the equipment to be repositioned.

The hirer is responsible for obtaining any site permits that may be necessary. The hirer is responsible and will indemnify the company against any loss or damage whatsoever the cause unless the hirer has paid the damage waiver fee referred to on the quotation/confirmation of order. The hirer will remain responsible and indemnify the company against any damage or loss caused by their negligence. In the event of a claim for loss or damage being accepted by the company's insurers, the hirer will be liable for the first £1000.00 of any such loss or damage.

## Third party liability

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, however caused, unless it be proved that such injury or damage resulted from faulty materials, workmanship, or negligence on the part of the company.

## Force Majeure

Whilst every effort will be made by the company to complete any orders, the company cannot be held liable for variation or non-completion of orders due to Act of God, Fire, Flood, Storm, Volcanic ash, Gale, Tempest, War, Pandemic, Terrorism, Strikes, Riots, Lockouts or any other civil disturbances.

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## The Client

It is the clients responsibility to undertake a ground survey and ensure the Marquee site is free from drainage and electrical pipes, and that they the client have permission for Sussex Marquees to erect on the grounds of **The Address**. The client will be responsible for the security of the marquees over the hire period (once erected and until the site is cleared). Any damage due to vandalism is not covered by the damage waiver fee and shall the responsibility of the Client

Generator fuel will be charged after the event once the usage has been calculated.

Loss or damage to linen and/or seat pads shall not be covered by insurance and will be charged in full.

Payment for extras must be settled in full before the event date.

Once the build, health and safety and technical checks have been completed and signed off, callout due to any technical malfunction caused by the client or third party (inc. Caterer or Guest), will be charged at £200.00 plus Vat. Where a problem with the equipment is caused by the third party's interference Sussex Marquees shall not be responsible. Any repairs or other equipment required as a result will be charged in addition to the callout fee.

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Signed \_\_\_\_\_ Date \_\_\_\_\_