



## **Terms and 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.

### **1. CONDITIONS**

Unless stated in writing all orders are accepted subject to the Terms and Conditions of hiring stated below and the Client by authorising or allowing work to proceed is deemed to have acknowledged this.

### **2. THE COMPANY UNDERTAKES:**

- a) To provide the client with set up and take down dates no later than one month before their event.
- b) To deliver the Equipment and proceed to erect it on or before the Set Up date shown on the Booking Form.
- c) To dismantle and remove the Equipment from the site on or after the Dismantling date shown on the Booking Form.

### **3. THE CLIENT UNDERTAKES:**

- a) To pay the Deposit and to pay the Balance in accordance with the Booking Form. The Company reserves the right not to provide the Equipment should payment not be received.
- b) To pay interest on all monies outstanding at the rate of 4% per annum above the base rate of the HSBC Bank Plc.
- c) To provide the Company with either a plan showing the position in which the Equipment is to be erected and all underground services and any apparent obstacles or to make available a representative on the site for that purpose. In the absence of both then the Company having

erected the Equipment where it thinks fit shall be deemed to have completed the contract. In any event, the Client and not the Company will be responsible for any damage to underground cables or pipes.

d) To obtain permits from any authorities that are or may be concerned and to make application where necessary to the Planning Authority, District Surveyor, Police, Fire Brigade and any similar authority or organization. Any costs incurred in delays or modifications in the work arising from the absence or misrepresentation of all such necessary permissions and permits shall be payable to the Company by the Client.

e) Where appropriate to obtain a licence from the Local Authority. Any requirements under the licence must be notified to the Company in writing, at least 28 days prior to erection. Should the Company for any reason be unable to comply with these requirements, then the Client shall be notified and the Contract shall be deemed to have been cancelled by the Client.

f) If any part of the Equipment includes electrical apparatus to provide such power points or supply as may be reasonably required by the Company within 15 metres of the Equipment.

g) Not to enter the Equipment whilst it is being erected or dismantled by the Company.

h) To keep any part of the Equipment that is a Marquee completely closed and secure and in particular any door fastened when not in use.

i) Not to use any lighting, heating, cooking or other gas or electrical appliances of any kind without the prior written consent of the Company

j) Not to light, or allow to be lit, any fire, candle or other naked flame within or close to the Equipment without the prior written consent of the Company

k) Not to tamper with the structure or any part of the Equipment and in particular not to affix or suspend from the Equipment any item whatsoever without the Company's prior written consent.

#### **4. VARIATIONS**

a) The Hire Charge is based on the assumption that the Client provides a firm and level site of turf (or some other material not impervious to stakes and able to absorb rainwater) and is served by a firm access road adjacent to the site with adequate hard-standing for commercial vehicles is free from flooding, trees and overhead obstruction. If this is not the case or if the Client wishes the Company to erect the Equipment in a different position on the site to the one indicated by the Client to the Company at the time of booking and in either event the costs to the Company are subsequently increased by reason of increase in labour costs or any other factor the Company may increase the price in accordance with the Company's published price list and hourly labour rates then in force.

b) The Company will use all reasonable endeavours to supply the Client with the Equipment but where this is not possible the Company will notify the Client as soon as possible with any alterations to the design and specifications of the Equipment and where alteration is fundamental the Client may terminate this contract and any deposit paid will be refunded.

## **5. LOSS OR DAMAGE OR EXCESSIVE SOILING**

- a) The Client shall throughout the Period of Hire be responsible for the maintenance and safe custody of the Equipment.
- b) The Client must be satisfied with the Equipment before use and should notify the Company of any miscounts, incorrect deliveries or unacceptable Equipment before use.
- c) The Client shall indemnify the Company against the first £500 of any loss damage or excessive soiling howsoever caused and shall indemnify the Company against the full value of any loss damage or excessive soiling caused by the Client's guests or visitors or by the Client's negligence legal liability or failure to comply with these terms and conditions.

## **6. UNDERSTANDING**

- a) The Hire Charge does not include making good any repairs to the Site unless caused by the negligence of the Company's servants, agents or contractors.
- b) All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes. Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.

## **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.

## **7. 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:

- a) Either party shall have the right to terminate this Contract without penalty within seven days from the date hereof subject to written confirmation of such termination being given by one party to the other within such period. In the event of such termination by either party the Company shall refund to the Client all sums paid by the Client to the Company by way of deposit or otherwise.
- b) Once the seven days referred to in the preceding clause has passed should either party cancel the contract compensation will be paid of 50% of the Hire Charge save that if it is cancelled within 3 months prior to the Set Up date shown on the Booking Form the compensation will be the Hire Charge.
- c) Should the client wish to remove specific items from the contract after the seven days referred to in clause a) they will be charged 50% of the hire value of those items plus an administration charge.
- d) If the Client cancels the full contract pursuant to the preceding clause and the Company is able to re-let the Equipment then the Client shall not pay the full cancellation charge but an administration charge based on the costs incurred by the Company in re-letting the Equipment, which in any event shall not exceed 20% of the Hire Charge.

## **8. EXCLUSION OF LIABILITY**

a) The Company will make every effort to complete the erection of the Equipment on or before the Set Up date shown on the Booking Form provided that the Client has complied with the undertakings set out above. If the Equipment is not erected on or before the Set Up date shown on the Booking Form the Client shall have the right to withdraw and the Company shall return all monies paid. If the Equipment is not erected because of delays due to weather or other circumstances beyond its reasonable control the Company shall not be liable to pay further compensation to the client.

b) The Company will take all reasonable care to avoid damage to the Clients' own equipment but cannot be responsible for any loss suffered by the Client in respect thereof other than as a result of the negligence of the Company's servants, agents or contractors.

#### **9. THIRD PARTY LIABILITY**

The Company will not be responsible for and the Client will indemnify the Company against all claims for the injury to persons or loss or damage to property howsoever caused unless it be proved that such injury or damage was caused by faulty material or workmanship or negligence on the part of the Company.

#### **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 15 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.

#### **HEALTH & 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.

#### **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, Gale, Tempest, War, Pandemic, Terrorism, Strikes, Riots, Lockouts or any other civil disturbances.

**DAMAGE**

Subject to clause, when the Hirer pays the Damage Waiver Fee, The Owner agrees to waive its rights for loss or damage to the goods caused by fire, storm, collision, accident, theft or burglary.

**Damage waiver will not apply and the Hirer remains liable where: -**

The Hirer has not promptly submitted a written report (and in the case of theft, a copy of the police report) relating to the damaged or missing goods;

The Hirer has not taken reasonable precautions to safeguard the goods.

The Hirer has not complied with the clause of the Terms.

Accessories or packaging are lost or damaged.

Goods have been carried or used the goods over water.

Loss or damage to marquees, tarpaulins, walling or other hired goods has been caused by heaters, catering equipment, or odours.

Damage to goods has been caused by graffiti or vandalism.

Client Name

Accepts Sussex Marquees Terms and Conditions for their event on the

At / Site Address

Signed/Client Signature

Date