

THE MARQUEE COMPANY TERMS & CONDITIONS

DEFINITIONS

'THE COMPANY' is The Marquee Company and / or their subcontractors or agents.

'THE HIRER' is the person hiring the equipment from the Company.

'THE PERIOD OF HIRE' The period of Hire is understood to mean the period of which any equipment is required to be ready and available for use.

1. CONDITIONS

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

2. SITE

(a) The Hire charges are based on the assumption that the site is a flat level firm ground with easy access for motor transport, and that no drains, cables or other services are buried beneath the surface or otherwise concealed. The Hire charges do not include any making good or repairing of damage to the site.

(b) The Hirer is required to provide the contractor with either a plan showing the position in which the tents or equipment are to be erected or should have a representative on the site for that purpose. In the absence of both then the contractor having erected the tents or equipment where he thinks fit shall be deemed to have completed the contract.

(c) The Hirer should never presume that any of Company's equipment will be attached or joined to any buildings within the site unless stated by the Company. Likewise the Hirer should never presume that any other equipment is included in the Hire other than what is stated in the Company's final quotation.

3. HIRE CHARGES

The charges published in any of the Company's printed matter are for the guidance of the Hirers in estimating costs only and do not constitute an offer.

4. VARIATIONS

The Company will use its best endeavours to supply the hirer with the equipment ordered but where this is not possible the company will notify the Hirer as soon as possible with any alterations to the design and specifications of the equipment and where alteration is fundamental the Hirer may terminate this contract and any deposit paid will be refunded.

5. PAYMENT

Payments must be made in accordance with the terms stated in the Company's quotation. A deposit is due on acceptance of the written quotation, with the balance payable on the date of erection. Should settlement not be made by the Hire date then interest will be charged at 4 % per annum above the base rate of the National Westminster Bank Plc.

6. LOSS OR DAMAGE

(a) The Hirer shall during the period of Hire be responsible for the maintenance and safe custody of the marquee and equipment from completion of erection until dismantling.

(b) Loss or Damage however caused to all or any part of hire equipment during the time of hire, in the event of any destruction, loss or damage during whilst in customers possession agrees to indemnify The Marquee Company for full cost of repair, or replacement.

(c) Appropriate insurance cover should be considered by the Hirer.

(d) It is the Hirers responsibility to ensure that all the equipment has been delivered and assembled satisfactorily before The Marquee Company leave the site at the time of erection.

(e) The Hirer is not permitted to make any adjustment or alterations to the marquee.

(f) The Hirer is responsible for the closing of all doorways at the end of the event.

7. INSURANCE

The insurance provided by the Company covers Public Liability of up to £1Million and Employers Liability of £5 Million. Marquee & equipment cover of up to £64,000. All third parties should provide their own insurance cover.

9. THE HIRERS RESPONSIBILITY

(a) The Hirer should not enter the equipment while the Company is erecting.

(b) The Hirer should keep any part of the equipment that is a framed structure or a tent completely closed and secure while not in use during the period of Hire.

(c) The Hirer should not tamper with the structure or any part of the equipment and in particular not affix or suspend from the equipment any item whatsoever without written consent of the Company.

(d) The Hirer should not use any lighting, heating, cooking or other gas or electrical appliances of any kind without the previous consent in writing of the Company.

(e) The Hirer is responsible for giving notice to or obtaining permits from any authorities who are or may be concerned and must take 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 Hirer. Where appropriate obtain a licence from the Local Authority. Any requirements under the licence must be notified to us in writing, at least 28 days prior to erection. Should the Company for any reason be unable to comply with these requirements, then the Contract will become void and the customer advised accordingly.

10. LIABILITY TO THIRD PARTIES

The Company will not be responsible for and the Hirer 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 caused by faulty material or workmanship or negligence on the part of the Company.

11. ERECTION AND DISMANTLING

The Company normally provides labour for the erection and dismantling and the cost thereof is included in the Hire charges. Only in exceptional circumstances and by special arrangement will the Company allow the Hirer to erect and/or dismantle the Company's property.

12. ATTENDANCE

The Hire charges do not include attendance by the Company's men except during the actual processes of erecting and dismantling the tentage.

13. FORCE MAJEURE

While every effort will be made by the Company to carry out any order accepted the full performance of it is subject to variation or cancellation by the Company consequent upon Act of God, War, Strikes, Riots, Lockouts or any other disturbances. Fire, Flood, Storm, Gale or Tempest restrictions on the use of Transport, Fuel or Power. Requisitioning Storage of material or transport or labour or any other cause beyond the control of the Company.

14. CONTRACT

No verbal representations or arrangements are recognized by the Company. A booking may only be deemed valid once the Hirer is in receipt of a booking confirmation from the Company. The Company will provide a booking confirmation subject to availability and on receipt of a deposit from the Hirer. Should the Company not have availability then the deposit will be returned to the Customer.

15. CANCELLATION

The Hirer may terminate the contract in writing at any time, however the deposit is non refundable.