

Exeter Marquees

Terms & Conditions of Hire

Version 1.0 – 1st May 2010

Unless otherwise stated in writing, all quotations and orders are subject to the Terms and Conditions of Hire defined below, and the Hirer, by authorising or allowing work to proceed, is deemed to have accepted this fact.

The Company reserves the right to change and update these Terms & Conditions at any time, without prior notification.

1) Definitions

During this Terms & Conditions document, the following definitions apply:

- I. The Company is Exeter Marquees
- II. The Hirer is the individual or company named on the Hire Contract
- III. The Equipment is all items provided directly to the Hirer by the Company, or hired on their behalf by the Company from Others
- IV. The Site is the location upon which the Marquee is to be erected and any Equipment installed
- V. The Hire Period is the period of time between the arrival and installation of the Marquee and Equipment, and the dismantling and removal of the Marquee and Equipment
- VI. The Hire Contract is the contract established between the Hirer and the Company
- VII. Others are any third party companies from which the Company hires additional equipment on behalf of the Hirer. In these cases, no contract will exist between the Hirer and Others, only between the Company and Others

2) Quotation & Acceptance

- I. The Hirer is required to allow access to the Site to any person authorised by the Company for the purposes of evaluating the Site and drawing up a quotation.
- II. Before a Site visit, the Hirer is required to either provide the Company with a plan detailing the intended position of the Marquee, or have a representative on Site to provide the Company with that information.
- III. All hire charges are based on the assumption that the Marquee is erected on reasonably flat, level and firm ground, which will allow easy access to motor vehicles.
- IV. The Marquee cannot be attached or joined to any buildings or other structures on the Site without the prior written consent of the Company.
- V. In addition, it is assumed that there are no concealed drains, pipes, cables, or other services, or overhead obstructions, that will prevent or impede the erection, stability, or removal of the Marquee.

- VI. It is the responsibility of the Hirer to inform the Company of any below ground obstructions on Site that could damage the Marquee, or be damaged by its stakes. This information must also be confirmed in writing by Hirer to the Company, prior to erection of the Marquee.
- VII. It is the responsibility of the Hirer to provide all the power points considered necessary by the Company for the electrical Equipment being hired. These power points should lie no more than 15 metres from the electrical Equipment.
- VIII. The Hirer is responsible for advising the Company of any alterations which occur to the Site after the Site inspection was made, and the quotation given. The Company reserves the right to revise the quotation if significant changes have occurred to the Site.
- IX. The Company reserves the right to revise any quotation, prior to acceptance by the Hirer, and re-submit with new hire charges to reflect any subsequent increase in labour, material, or transport costs which may occur before or during the Hire Period.
- X. The Company reserves the right to withdraw any quotation, prior to acceptance by the Hirer, without consultation.
- XI. No binding contract will exist between the Company and the Hirer until the Hirer has accepted the Company's quotation, so placing their order with a 25% deposit, and the Company has returned a written acknowledgment of the Hirer's acceptance.
- XII. All quotation prices are exclusive of VAT.
- XIII. If for reasons beyond the control of the Company, Equipment is booked and so is not available for the Hire Period, the Company reserves the right to provide alternative Equipment of a similar specification and quality, and the Hirer shall have no claim against the Company. If for reasons beyond the control of the Company, such alternative Equipment or a reasonable substitute cannot be provided, the Company shall notify the Hirer of the cancellation of the Contract, in which case any deposit and other monies paid by the Hirer will be refunded.
- XIV. If the Hirer chooses for an authorised agent to represent them at any time during the Site visit, installation and / or dismantling of the Marquee and Equipment, the name of this individual must be communicated to the Company in writing beforehand.
- XV. The Hirer may not exceed the Hire Period without prior permission in writing from the Company, and the Hirer shall be charged for any extra period accordingly.
- XVI. If the Hirer requests the Company to hire additional Equipment from Other companies, then it is deemed that the Hirer will also have accepted and will honour the Terms & Conditions of these Other companies. These Terms & Conditions will be available to the Hirer from the Company upon request.

3) Payment & Hire Charges

- I. The Hirer will be required to pay a non-refundable deposit of 25% of the total hire charge, as detailed in the written quotation, when they place their order with the Company.

- II. The Hirer will also be required to pay the outstanding balance, with cleared funds, before the commencement of the Hire period.
- III. An additional charge will be incurred by the Hirer if, on the day of the erection, they require the Marquee to be in position different to the one agreed in the contract.
- IV. Hire charges do not include for attendance to Site by the Company's staff for any work except the erection and dismantling of the Marquee and Equipment.
- V. Payment by cheque must be received by the Company no later than 7 days prior to the commencement of the Hire Period.
- VI. Failure to pay in full by the start of the Hire Period will deem the Contract between the Company and Hirer to be terminated, and any monies paid to the Company by the Hirer up to this date will be forfeit.
- VII. Payment period can only be extended if the Hirer receives written confirmation from the Company authorising a delay to the payment.

4) Order Cancellation

- I. For an order cancellation more than 30 days before the start of the Hire Period, the Hirer will be required to pay 25% of the total hire charge to the Company.
- II. For an order cancellation between 7 days and 30 days before the start of the Hire Period, the Hirer will be required to pay 50% of the total hire charge to the Company.
- III. For an order cancellation less than 7 days before the start of the Hire Period, the Hirer will be required to pay 100% of the total hire charge to the Company.

5) Hirer's Site

- I. The Company is not liable for any damage to underground services which may occur.
- II. While endeavouring to take all reasonable care during the erection and removal of the Marquee and Equipment, the Company is not responsible for making good or repairing the site after the Marquee has been dismantled and the Equipment removed.
- III. The Company is not responsible for any uneven finish to any Marquee floor caused by pitting or bumps on the surface beneath.
- IV. The Hirer is responsible for ensuring that grass surfaces are cut short and all debris has been removed prior to delivery and erection of the Marquee and Equipment.
- V. Although the Company will place all hired Equipment inside the Marquee at the time of erection, it is the responsibility of the Hirer to arrange the layout of the tables and chairs.

6) Access & Removal

- I. The Hirer is required to allow access to any person authorised by the Company, at all reasonable times, to enter the site to:
 - II. Erect and install the Marquee and Equipment
 - III. Inspect the Marquee and Equipment if required

- IV. Remove the Marquee and Equipment at the end of the Hire Period
- V. At the time of removal, the Hirer is required to have cleared the Marquee of all items, including refuse and litter, other than the Company's Equipment (or Equipment hired by the Company from Others on behalf of the Hirer).
- VI. Any delay to the removal of the Equipment at the agreed time may lead to an additional charge by the Company to the Hirer to cover additional labour charges.
- VII. The Hirer, or the Hirer's authorised representative, must be present when the Company staff dismantle the Marquee and Equipment and check it back into the possession of the Company. If the Hirer, or the Hirer's representative, fails to be present, the Hirer shall not be entitled to subsequently dispute the amount of, or condition of, the Marquee and Equipment which has been returned to the Company.
- VIII. No claim relating to goods and services will be considered by the Company unless made within 7 days of completion of the Hire Period.

7) No Title to Equipment

- I. The Marquee and Equipment is hired out to the Hirer by the Company, or hired by the Company from Others on behalf of the Hirer, for the hire rate set out in the quotation and subsequent contract, and for the duration of the Hire Period only.
- II. All Equipment remains at all times the sole property of the Company, or the property of the Other company from which the equipment has been hired by the Company on behalf of the Hirer. The Hirer may not sub-hire or part with possession of any Equipment, and they may not allow any lien or encumbrance to be created over any Equipment.

8) Damage or Loss of Equipment

- I. The Hirer is responsible for all hired Equipment during the Hire Period.
- II. Any damage or loss of any Equipment during the Hire Period is the responsibility of the Hirer and will be charged for by the Company.
- III. The Hirer must notify the Company of any damage or loss to any Equipment immediately.
- IV. The Hirer should not tamper with the Equipment, not attempt to repair it or attempt to replace it themselves.
- V. The cost of the loss or damage of any Equipment will be the replacement with new stock by the Hirer.
- VI. The Hirer will also be responsible for the cleaning costs of any Equipment which has become dirty or soiled.
- VII. No heating, lighting, cooking or other heat sources, other than those provided by the Company, may be used in or close to the Marquee without the prior written consent of the Company. The Hirer must only use any such Equipment in accordance with the operating instructions provided to them by the Company.
- VIII. To prevent damage to the fabric of the Marquee, no coloured paper, crepe-paper, party poppers, sellotape, or other adhesive materials, tapes, or fixing tabs are to be used either inside or outside the Marquee.

- IX. The Hirer should be aware that fixing spikes are driven into the ground to a depth of up to 1 meter. The Hirer is responsible for repairing and making good any damage caused to the Site installation, erection or dismantling of the Marquee and any Equipment hired.
- X. The Hirer is responsible for ensuring that all Equipment is adequately heated when necessary so as to protect the Equipment from frost, snow or ice damage, and is also responsible for removing any build up of snow on all Equipment.
- XI. It is the Hirer's responsibility to ensure that they have adequate insurance to cover any costs which may occur due to the damage or loss of Equipment during the Hire Period.
- XII. The Hirer shall be responsible for and indemnify the Company against any loss or damage to the Equipment, whatever the cause.

9) Safety & Security

- I. The Hirer undertakes that they, and all persons in their employ, will not enter any structure which the Company is erecting or dismantling.
- II. During the hire period, the Hirer is responsible for keeping the Marquee completely closed while not in use, and is also responsible for the security of all Equipment within the Marquee, and for the Marquee itself.
- III. The Hirer is responsible for ensuring that loading tolerances are not exceeded, and must inform the Company in writing of any items which they wish to hang within the Marquee, and nothing may be hung within the Marquee without the prior written consent of the Company.
- IV. The Company may request the Hirer, or a nominated representative, to sign a completed safety checklist once the Marquee and Equipment has been installed on Site.
- V. The Company will not be responsible for any injury or damage sustained by the public in or around the Marquee or other Equipment during the Hire Period.

10) Licences & Permits

- I. It is the Hirer's responsibility for obtaining any licences or permits from any authorities who are, or may be concerned, with the event the Hirer is organising, and they must make application where necessary to the Planning Authority, Police, Fire Brigade, and / or any similar organisation with an official interest in the planned event.
- II. Any requirements for a licence or permit for the event must be notified to the Company at least 28 days before the start of the Hire Period, and should the Company be unable to comply with the requirements the Hire Contract will be deemed void and the Hirer advised accordingly.
- III. Any costs or delays which may arise from the absence of the required licences or permits, or the failure of the Hirer to obtain the required licences or permits, shall be payable to the Company by the Hirer.

11) Third Party Liability

- I. The Company will not be responsible for, and the Hirer will indemnify the Company against all claims of injury to persons, and loss or damage to

property or equipment, howsoever caused, unless it can be proved that such injury, loss or damage is the result of negligence on the part of the Company.

12) Limitation of Liability

- I. In the event that the Company fails to fulfil any terms of the Hire Contract, the Company's liability will be limited to the refund or cancellation of any hire charge, and under no circumstances will the Company be liable to the Hirer for any indirect, special or consequential loss or damage, (whether for loss of profit or otherwise) cost, expenses or other claim for compensation whatsoever which arise out of or in connection with the hire of any Equipment. The Company's entire liability under and in connection with the Hire Contract shall not exceed the amount of the hire charge.
- II. The Company shall not be responsible for damage or loss of any items left in a Marquee during the Hire Period.

13) Force Majeure

- I. While the Company will endeavour to carry out any order accepted by them, the full performance of this is subject to variation or cancellation by the Company for any of the following: Act of God, War, Strikes, Riots, Lockouts or any other disturbances, Fire, Flood, Gale, Tempest, restrictions imposed upon the use and movement of Transport, Labour, Fuel or Power, Requisitioning, or any other cause which is beyond the control of the Company.

14) Insolvency of Hirer & Contract Termination

- I. If the Hirer becomes insolvent, or is made bankrupt, or comes to any arrangement or scheme with their creditors, or as a company has a liquidator, receiver, or administrator appointed, or is in breach of any of these Terms & Conditions defined in this document, then the Company will terminate the Hire Contract immediately and remove any Equipment which may have been delivered to the Site.
- II. In all such cases once the Hire Contract is terminated, the Hirer will no longer be in possession of the Company's Equipment with their consent, and the Hirer must return the Equipment immediately, or allow the removal of the Marquee and Equipment from the Site.

15) Smoking Ban

- III. Marquees and tents are classified as non-smoking premises, and must remain smoke free at all times, and the Company will provide signage which will be prominently displayed within the Marquees to support this legal requirement.
- IV. It is the Hirer's responsibility to ensure that the appropriate legislation is adhered to at all times during the Hire Period.
- V. It is the Hirer's responsibility to locate and advertise suitable smoking zones outside and separate from the Marquee during the Hire Period.

16) Weather

- I. In the case of extreme weather conditions forecast during the Hire Period, the Company reserves the right to refuse the delivery and erection of the Marquee and installation of other Equipment, or to dismantle and remove the Marquee and any Equipment on Site should it be unsafe to dismantle and remove, or to refuse the use of any Equipment already on Site should it also be unsafe to do so.
- II. The Hirer shall be liable for the full hire charge if the event has to be cancelled due to adverse weather conditions.
- III. It is the responsibility of the Hirer to obtain additional insurance to cover the cost involved with event cancellation, or the change of the event location due to adverse weather conditions.

17) Applicable Law

- I. The Hire Contract and the Terms and Conditions, shall be construed according to the Law of England in all cases.