

## TERMS AND CONDITIONS OF HIRE

**A&E Marquees Ltd** their sub-contractors and agents are referred to in the following conditions as 'The Company'. The HIRER is the company, firm, person or other organisation taking the company's equipment or service on hire.

### 1. CONDITIONS

These conditions shall apply to all contracts of hire entered into by the company and shall not be excluded by any standard terms or conditions of the Hirer, all of which shall be waived.

### 2. QUOTATIONS

Only quotations given in writing shall be binding on the Company, such quotations shall be specific to the dates of hire and the site for which they are prepared and shall not apply to other dates or sites. Quotations remain open for seven days from the date stated on them and are subject to availability at the time of confirmation. An acceptance after the seven-day period will not be binding on the company unless the equipment remains available for the period of hire.

### 3. SITE

Hire charges are based upon the assumption that the site comprises level, flat, firm ground, clear of animal waste or hazardous materials with easy access for motor vehicles, that NO CABLES, PIPES, DRAINS AND ANY OTHER CONDUCTING MEDIA (THE SERVICES) are buried beneath the surface or otherwise concealed. It should be noted that pegs holding marquees may be driven up to one metre into the ground Hire Charges exclude any repair or making good any damage to the site. The Hirer shall provide detailed plans showing the position for the erection of the equipment and the exact position of the services or shall have a representative present for that purpose. In the absence of either the Company will be entitled to assume that there are no services beneath the site or otherwise concealed and erect the equipment and complete the contract where it shall think fit. Loss or damage arising from the Hirer failing to supply full details as set out above shall be the entire responsibility of the Hirer.

If the Hirer is not present or does not have a representative present on site at the time of delivery the Hirer will be deemed to have accepted delivery of the items specified on the relevant quote. If the Hirer requires the company to move any marquee already erected for any reason that is not the Company's fault the Hirer will be liable for any additional charges. Where electrical apparatus is hired, the Hirer must provide a suitable 240v power point or supply within 10 meters of the equipment and shall be fully responsible for the adequacy and reliability of that supply, unless other arrangements have been made prior to the assembly.

### 4. VARIATION IN CHARGES

The Company may increase its charges above those given in any quotation to take account of any of the following:

Sites which do not comply with the requirements in Clause 3, waiting time, obstructed access, delivery other than on ground floor, increases in labour rates, materials or transport before or during the period of hire.

### 5. LOSS DAMAGE AND LIABILITY

- (a) The Hirer will indemnify the Company against any claims for loss or damage to property belonging to any other parties.
- (b) The Hirer shall be RESPONSIBLE FOR ALL LOSS OR DAMAGE whatsoever the cause, to the equipment supplied by the Company, from the commencement of the erection and until all equipment has been removed from site. Any loss or damage of equipment will be charged to the Hirer at current replacement costs.
- (c) The Hirer must provide to the company proof of having arranged insurance in their name for the hired equipment at least seven days prior to the delivery date of the equipment.
- (d) Upon payment of the 'DAMAGE WAIVER FEE' referred to on the quotation then the above clauses 5b and 5c will not apply. Please note that the Hirer will remain responsible and indemnify the Company for any loss or damage resulting from their negligence, theft, malice or legal liability.
- (e) Personal injuries: the Company will not be responsible for and the Hirer will indemnify the Company against all claims for injury to persons howsoever caused unless it is proved that such injury is caused by negligence or breach of statutory duty on the part of the Company.
- (f) Consequential loss: The Company shall not be liable for any claim by the Hirer for consequential or incidental loss.

### 6. SUBSTITUTION

The Company reserves the right to substitute equipment to meet as near as possible the requirements of the Hirer and no claim for compensation shall be made by the Hirer.

### 7. CANCELLATION

Once the contract has been made, should the Hirer wish to cancel, the Company reserves the right to charge 50% of the total hire price quoted. If cancelled within 14 days prior to the event, the full charge will be made, unless the equipment is re-let, whereupon an administration charge will be made. The deposit is not refundable.

### 8. ASSEMBLE & DISMANTLE

Hire charges for furniture do not include assembling, dismantling and placing. Attendance by Company's staff is during the actual assembly and dismantling only unless other arrangements have been made prior to the assembly.

### 9. CARE OF EQUIPMENT

- (a) The Hirer must ensure that all equipment hired from the Company is adequately heated when necessary so as to protect the equipment from frost, snow or ice damage and the Hirer must ensure that the collection or building up of snow on any equipment is not allowed.
- (b) Given the risk of damage to a marquee in windy conditions the Hirer must take all reasonable precautions to ensure that all marquee openings are firmly closed when not in use and are only open for the use of entering or leaving the marquee should conditions be windy.
- (c) Under no circumstances should anything be stapled, stuck or fastened to any equipment.
- (g) The Hirer is responsible for all equipment to be kept in a clean tidy condition. In the event of the equipment not being kept in a clean tidy condition an extra charge will be made.
- (h) Fire prevention: Other than the equipment installed by the Company in its marquees, no barbecues, fires, lighting, heating, cooking or other gas or electrical appliances of any kind shall be used in or next to any equipment hired from the Company without previous consent in writing from the Company.

### 10. PAYMENT

A non-refundable deposit, referred to on the quote, is to be paid to book the equipment subject to availability and the balance to be paid on completion of the erection. The Company shall be entitled to charge all costs incurred to recover money overdue and daily interest at the rate specified as the Bank of England base rate plus an additional 8%.

### 11. EXTRA CONDITION

The Hirer shall not sub hire the Company's equipment nor use the same or allow the same to be used for any unlawful purpose or in any unlawful way nor anything which may endanger the Company's equipment or any insurance policies in respect thereof.

### 12. FORCE MAJEURE

The Company accepts no responsibility or liability for non fulfilment due to war, civil commotion, riot, adverse weather conditions, force majeure, fire, breakages, Government Controls, Priority regulations, scarcity of materials, labour and transportation difficulties, or any other conditions beyond the control of the Company.