

The Marquee Hire Company Terms and Conditions

## 1:A – Agreement Language:

'Company' means 'The Marquee Hire Company', their sub-contractors or agents. 'Hirer' means the other party to the contract, and where the Hirer is more than one individual, means all the parties to the contract. 'Period of Hire' means the period for which the equipment is available for use by the Hirer. 'Installation Period' means the period from which the equipment is installed to its removal. 'Equipment' means any property owned by the company.

'Technical Installation' means that the company will need to provide additional anchoring equipment to install the equipment. 'Upon Booking' means the moment we confirm the booking to the hirer. 'The initial request' means the submitted web form made through our website shop, phone call/email/social media enquiry and or face to face enquiry. 'Booking Acknowledgment' means the 1st response given by the company to acknowledge the initial request made.

### • 1:B – Venue Requirement's:

All quotes provided by the company assume the site has level firm ground with good vehicular access and that there are no obstacles over or under the ground that will interfere with the installation of the equipment. If the access by foot is equal to or greater than 25m there will be an additional charge to cover the extra staff and carrying aids, this must be specified before the delivery date. In addition to this it is a mandatory field that the Hirer signs the specific 'Underground and Overhead obstructions –Disclaimer' prior to installation.

ALL Technical installations MUST be stated by the Hirer within the final stages of submitting their Booking request so that the correct charges can be applied.

## • 1:C – Damages:

The Hirer will assume full responsibility for the safe custody of, and all damage caused to, the equipment during the period of hire. All Damages will be charged back to the Hirer on Collection of the Equipment. Damages will be logged and cleared with the Hirer before the company depart. Once the company have calculated the cost of the damages incurred, the company will send the Hirer an Invoice with all payment details and an itemised list of Damaged Equipment. The 'damage waiver' fee is non-refundable, the damage waiver covers fire, theft, natural disaster. Accidental/malicious damage will be charged per hire item, chargable to the hirer.

### 1:D - Uncontrollable Circumstances:

The company accepts no responsibility for its inability to install the equipment Due to circumstances beyond the control of the company, including adverse Weather conditions, poor vehicular access or the customer not being on site at time of installation. Adverse weather can cause the company to enforce an emergency evacuation of any Temporary structure on the site during the period of hire. The Company will not take any responsibility for any additional expense caused during this process and the Hirer is advised to take out specific event Insurance for such circumstances.

# The Company

# • 1:E – The process of booking & availability:

The initial booking request sent by the hirer will be replied to with a booking form document. The Hirer has 7 days to make their Booking Live and fully confirmed. Bookings are only made live once Deposit amount 25% has been received and confirmed as received by the company. The company will not reserve items requested for longer than 7 days and will make the items of equipment requested immediately available to other potential Hirers the moment the 7 day Payment request period has expired. The company reserves the right to substitute equipment of similar quality. The company will make sure that the Hirer is fully aware of this prior to the Hire period.

#### • 2: A – Damages to the site:

The company is not responsible for any damage to the site during installation or removal of the equipment, nor does the company accept any responsibility for any damage to any property of the Hirer or hired venue moved by the company during the installation or removal of the equipment. Our matting and flooring requires underlay sheeting which will discolour the grass over a 3 day period and Hire periods over 3 days may damage the grass, the company will not take responsibility for this. Unless the venue or hirer has defined specific installation requirements the company will install all equipment as normal.

### • 2: B – Payment Plan:

The company requires payment for all bookings as follows

- 25% - of the hire cost upon booking. (Provisional bookings will be held for 7 days) if the first payment is not made within this time the company will not hold the items requested from the

hirer.

- Remaining balance of the hire cost to be paid 2 week prior to the Hire Period

For all orders under £500 full payment will be required upon booking.

### 2:C - Late payments:

Late payment means that the hirer has not paid the invoiced amount on or before the Due date. If the payment is late then the company reserve the right to cancel the booking and allocate the items booked to another enquiry or request for the same dates. With all none payments, the company will refer the hirer their cancellation policy.

### • 2:D - Cancellations:

The 25% booking deposit is none refundable.

– Hirers who cancel their booking will <u>not</u> be refunded the 25% deposit under any circumstances. To make a cancellation the company requires the hirer to send an email to (jack@thermarqueehirecompany.com) to confirm they wish to cancel their booking. This Cancellation is not confirmed until the company has confirmed receipt of the cancellation.

### 3: A – Installation & Site meetings:

If the company has attended a site visit and the orientation has been agreed the company will install the equipment as near to the agreed position. As some meetings take place up to 18 months prior to the event the customer is advised to be on site at the time of installation. Once the marquee is marked out and installation has commenced the marquee will not be moved without an agreed fee being paid. If the customer is not on site at time of installation the company bears no responsibility for the orientation of the marquee or any further equipment hired. If the customer is on site at time of orientation but then leaves instructions the company will install as specified, if the customer does not return to sign off the installation and the company has to return for something that could have been rectified if the customer was on site at point of sign off, a fee of £45 per hour per worker will be charged plus a transport fee.

# Covid;

COVID-19: In the event that coronavirus related restrictions or guidelines from the UK Government remain in force such that the event date cannot take place, the event date will be moved to a secondary event date agreeable to both parties, at no additional cost to you. In the event that secondary event date cannot take place due to the continuation of such restrictions or guidelines, you will either choose a third date agreeable to both parties (this may incur an increase of no more than 5%), or this contract will come to an end, in which case there will be no additional cost to you. If restrictions allow for a reduced scale of event on the previously agreed date, the deposit you have paid can be set against equipment you may wish to hire for the reduced event. If you decide to cancel, despite the government allowing for reduced scale events, your original deposit will not be returned to you.