

## Terms & Conditions of Hire

### Definitions

- ♦ 'Company' means Devon Party Marquees whose head office is located at 2 Castleford Cottages, Combefishacre, Newton Abbot, Devon TQ12 5UQ.
- ♦ 'Client' is the person or business hiring the equipment from the company.
- ♦ 'Equipment' is the tent(s) and other materials owned by the company. Equipment does not include that of Third Party Suppliers.
- ♦ 'Hire Date' is the date that the equipment will be used.
- ♦ 'Period of Hire' is the period between delivery and collection of the Equipment.
- ♦ 'Hire Charge' is the amount payable by the Client to the Company as specified on the Booking Form.
- ♦ 'Booking Form' also known as the invoice, is the form issued by the Company to the Client containing details of the Equipment, Hire Date and Hire Charge.
- ♦ 'Hire Agreement' also known as terms and conditions of hire, is the contract entered into by the hirer and the company.
- ♦ 'Third Party Supplier' is a company or individual not owned directly by the Company and shall not form any party of a contractual obligation between the Company and the Client.
- ♦ 'Third Party Equipment' is equipment owned, supplied, erected and maintained by a Third Party Supplier. All such equipment shall not be the responsibility of the Company.

#### 1. General

These terms and conditions apply to all contracts entered into by the company and client unless otherwise stated in the company's written quotation. Any offer of equipment is subject to stock being available on receipt of a signed booking form and/or deposit.

#### 2. Terms

- a) The company reserves the right to charge a non-refundable deposit of a designated sum (normally 25%) to confirm the booking, the balance payable 45 days before the hire date.
- b) If the booking is made within 45 days of the hire date the full amount, which is non-refundable, will be required to confirm the booking.
- c) We accept payment by bank transfer, cash and card only. Details of how to pay will be on the booking form.

#### 3. Hire Charges

- a) Unless specified all goods are hired for 1 day and are charged whether used or not. Additional days rental charged at 15% daily rate - excludes setup/collection days.
- b) The hire charges published in any of the company's printed or digital material are for guidance only and do not constitute an offer.
- c) All prices are subject to VAT.

#### 4. Variation of Hire Charges

- a) The company reserves the right to vary the quoted hire charge in the event of any increase taken place before or during the period of hire in the cost of labour, materials or transport.
- b) Additional equipment hired which is not included in the original booking will be quoted at the current price when the order is placed.
- c) All prices are subject to change at any time and without notice.

#### 5. Clients Responsibilities

- a) Client to provide the company with a plan showing where they would like the equipment installed, or alternatively have a representative on the site for that purpose. Otherwise the company will erect the equipment where it thinks fit and a further charge shall be incurred if the hirer wishes the equipment to be repositioned.
- b) Throughout the Period of Hire the Client shall be responsible for obtaining any site permits and the maintenance and safe custody of the Company's Equipment.
- c) Client must inform the company of any underground services. 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 site.
- d) Client is responsible and will indemnify against any loss or damage to the company's equipment whatsoever the cause.
- e) Client shall at its own expense insure the Equipment with an insurance company of repute (naming Devon Party Marquees as a loss payee) against all loss or damage (whether or not the Client's or the Company's fault) in an amount equal to its replacement cost new and against liability for any continuing Hire Charges until earlier of: return of Equipment to the Company in good working order and condition (fair wear and tear excepted) or if not capable of economic repair its replacement with equivalent new equipment or receipt by the Company of payment in full of its replacement cost new and all other sums due hereunder.
- f) Client hereby irrevocably authorises the Company in name and on behalf of the client to make any claims under the insurance in respect of loss of or damage to Equipment, to settle or compromise such claims and to receive and give good discharge to insurers for any moneys payable. The client shall not do or allow to be done any act or thing whereby insurance of Equipment may be invalidated.
- g) Client will on request at any time produce to the Company a receipt for the current premium and insurance policy documents in the Client's name and covering all Equipment.
- h) The Company accepts no responsibility for loss or damage to any equipment or materials of the Client or any Third Party Equipment, which the Company may agree to store or transport, and any such equipment or materials shall at all times be at the Client's risk.

#### 6. Amendment of order by the Hirer

If the client wishes to amend the order you may do so up to 45 days prior to the hire date. After this date all items will be charged whether used or not.

#### 7. Model Release

The Client hereby assigns the Company the irrevocable and unrestricted right to use and publish photographs/videos of the Client or in which the Client may be included, for editorial, trade, advertising, educational and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The Client releases all claim to profits that may arise from use of images.

#### 8. Site Conditions

- a) The Hire Charge is dependent on a firm and level site with easy access for commercial vehicles. The site must be free from flooding, trees and any other overhead obstructions. Again any underground services must be clearly marked.
- b) The quotation for lighting is made on the assumption that a suitable and sufficient power point is available within 20 meters of the marquee.
- c) 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.

#### 9. Health & Safety

- a) The client 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.
- b) 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).
- c) Where this occurs due to health and safety considerations the company accepts no liability for any loss whatsoever.
- d) Any alteration or addition to the Equipment by the client or their licensee must have the prior written permission of the company.

#### 10. Cancellation of contract by the Hirer

- a) If the cancellation date is within 14 days of the invoice date no charges including the deposit will be required. If the deposit has been paid it will be returned.
- b) If the cancellation date is between 14 days after the invoice date and 45 days prior to the hire date, there will be 0% charge for the remaining balance.
- c) If the cancellation date is within 45 days of the hire date, there will be a 100% charge for the remaining balance.

#### 11. Cancellation of contract by the Company

- a) If the client does not provide adequate insurance for the company's equipment.
- b) If the client fails to obtain the necessary site permits.
- c) If the client decides to postpone or change the hire date.
- d) Force Majeure.
- e) The company may also terminate the contract within 14 days of the invoice date.

#### 12. 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.

#### 13. Third Party Supplier

The Company shall take no responsibility for or be forced to indemnify by the client, resulting from the failure to supply, breakdown, loss, theft or damage to ANY Third Party Equipment. This specifically includes, but is not limited to, generators, lavatories and PA systems. Whilst Third Party Equipment might be included on the Company's Booking Form it is agreed between the Company and the Client that the Company is exempt from any contractual obligation or indemnification resulting from breakdown, failure, theft or loss of equipment provided by a Third Party Supplier.

#### 14. Third Party Liability

The company will not be responsible for, and the hirer will indemnify the company against, all claims for injury to persons, or loss of, or damage to, property, however caused, unless it be proved that such injury or damage resulted from faulty materials, workmanship, or negligence on the part of the company. The Company will not be responsible for mechanical or electronic failure irrespective of the cause of this.