



Terms & Conditions of Hire

Definitions

- ♦ 'Company' means Adrian Rodgers T/AS Devon Party Marquees whose head office is located at 2 Castleford Cottages, Combefishacre, Newton Abbot, Devon TQ12 5UQ.
- ♦ 'Client' also known as the hirer or customer is the person or business hiring the equipment from the company.
- ♦ 'Equipment' is the tent(s), accessories and other materials owned by the company.
- ♦ 'Invoice Date' is the date on the booking form when the order was first placed.
- ♦ 'Hire Date' is the date(s) that the equipment will be used.
- ♦ 'Period of Hire' or hire period is the period between delivery and collection of the equipment.
- ♦ 'Hire Charge' is the total 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 client 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.

1. General

- Unless otherwise stated in writing, all orders are accepted subject to the terms and conditions of hire as stated and the client by authorising/allowing work to proceed is known to have agreed this.
- These terms and conditions apply to all contracts entered into by the company and client unless otherwise stated in the company's written quote/invoice.
- All communication between the company and client must be in writing, no modifications to this contract or booking form will be recognised verbally.
- Any offer of equipment/third party equipment is subject to stock being available on receipt of a deposit.

2. Terms & Payment

- To confirm the booking the company reserves the right to charge a 30% non-refundable deposit, the remaining balance is due 90 days before the hire date.
- If the booking is made within 90 days of the hire date the full hire charge will be required to confirm the order.
- The company will not deliver any equipment until the hire charge has been received in full (cleared funds) and at least 10 working days before hire date.
- We accept payment by bank transfer, cash, cheque, debit or credit card; details of how to pay will be on the invoice.

3. Hire Charges, Additional Charges, Damage Waiver & VAT

- Unless specified all equipment is hired for 1 day and is charged whether used or not.
- Additional days rental charged at 15% daily rate, this excludes setup and collection days.
- An additional 10% to all equipment hired will be added to any booking that falls on a bank/national holiday weekend.
- A 6% damage waiver fee is automatically added to the invoice. The client may on proof of their own insurance remove this charge, see point 5d & 19.
- Concrete installation is an extra 10% of the marquee hire rate.
- The hire charges published in any of the company's printed or digital material are for guidance only and do not constitute an offer.
- Installation of equipment and public liability insurance is included in the hire price.
- A delivery or transport charge will be applied to the order; this considers fuel, weight of equipment, access and staff wages in transit.
- The hire charges do not include attendance by the company's staff except during the actual process of erection and dismantling.
- If required the company can provide one free site visit, additional site visits (including travel time) will be charged at £50 per hour.
- All prices are subject to VAT at the current rate.

4. Variation of Hire Charges

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, equipment, third party equipment, materials or transport.

5. Clients Responsibilities

- 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.
- Throughout the period of hire the client shall be responsible for obtaining any site permits, maintenance and the safe custody of the equipment.
- Client must inform the company of any underground services less than 110cm below the ground surface. The company cannot be held responsible for any damage caused to concealed or buried pipes, cables and other services and features unless their positions have been clearly shown and marked on site.
- If the damage waiver fee has been removed from the booking at the clients request, the client is then contractually responsible to insure all equipment at least 10 working days before the hire date with an insurance company of repute against all loss or damage during the period of hire (whether or not it is 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. The company will provide an estimated replacement value of equipment on the booking form.
- Client hereby 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. If damage waiver is included in the booking this clause no longer applies.
- 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 on the booking form. If damage waiver is included in the booking this clause no longer applies.
- 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.
- Client to provide toilet facilities for the company's staff. If none are available the company may choose to hire portable toilets and invoice the client.
- Client to organise and provide a qualified electrician to connect and certify any electrical distribution boards supplied by the company.
- Client or their servants, agents or guests must cease using the companies equipment by no later than 10am on event take down date.
- For further information on the clients responsibilities see the Marquee Checklist & Client Sign-Off Sheet on the company's website.

6. Amendment of order by the Client

You can amend the order within reason up to 91 days prior to the hire date, but please refer to point 12d of this contract. 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.
- b) The quotation for lighting is made on the assumption that a suitable 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.
- d) The hire charge does not include any repairs or making good that may be required to the site.
- e) The company cannot be held responsible for any uneven finish to the floor caused by pitting or bumps on the surface beneath as this may lead to trip hazards. The client should arrange to level the surfaces as much as possible prior to marquee erection.
- f) If a site visit is not conducted by the company, it is the responsibility of the client to ensure the marquee and all equipment will suitably fit into the space. For information on site requirements speak to the company who can advise you further.

9. Underground Services

Temporary structures will normally be secured using metal stakes and the client must accept responsibility for the risk of any damage caused to underground services. The company will not be responsible for any damage to underground services or consequential losses. Before delivery the client must provide the company with a plan showing the exact location of any underground services, and this remains their responsibility even if they do not own the site. If the client is unable to provide this then the company may need to undertake a CAT scan (Cable Avoidance Tool) at the client's expense, in order to minimise the risk of injury. As CAT scans are not guaranteed to locate all services, the client shall remain liable for any damage caused. Alternatively in some circumstances the client may pay for the structure to be ballasted.

10. Health & Safety

- a) The client shall ensure that all the doors and 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 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, such as bad weather and strong winds, 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.
- e) For further advice on health and safety see the clients responsibilities on the Marquee Checklist & Client Sign-Off Sheet on the company's website.

11. Cancellation of contract by the Client

- 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 15 days after the invoice date and 91 days prior to the hire date, there will be a 0% charge on the remaining balance.
- c) If the cancellation date is within 90 days of the hire date, there will be a 100% charge on the remaining balance.
- d) The company understands that most bookings are confirmed long before the hire date, and if the client does have to cancel early there is the possibility that the company can rehire the same equipment on the same hire date. If the cancellation date falls within point 11b and the company is able to rehire the same equipment on the same hire date, the company will return any payments already received less a 50% cancellation fee from the original deposit.
- e) If the company cannot rehire the same equipment the client agrees to waive any claim against payments already made to the company.

12. Cancellation of contract by the Company

- a) If the client does not provide adequate insurance for the company's equipment. If the client has damage waiver this does not apply.
- b) If the client fails to obtain the necessary site permits.
- c) If the client decides to postpone or change the hire date and/or site location.
- d) If the client reduces the original hire charge by a minimum of 30%. This is to protect the companies interest in the booking; simply put we agreed to the booking based on the original hire charge and the work it would generate. If it is significantly reduced the company has the right to terminate the contract.
- e) The company accepts no liability for points 12a to 12d and the client agrees to waive any claim for the deposit or other payments already made to the company. If cancellation is within 90 days of the hire date the client remains liable for the outstanding balance.
- f) The company reserves the right to cancel at any time and without reason or liability. If cancellation is not because of points 12a to 12d and 13 any payments already received will be returned.

13. Force Majeure

- a) 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 and events out of our control.
- b) If a force majeure event is confirmed the client has 14 working days from the original hire date to cancel the booking or change to a new hire date.
- c) If the client chooses to cancel we will refund 50% (half) of all payments received, the remaining 50% (half) of all payments will be kept as a cancellation fee.
- d) If the client chooses to move the hire date the company will offer a new date within 12 months of the original hire date. We are a seasonal business that operates from May to September and to avoid any confusion you cannot ask for a new date out of these months.
- e) If the client refuses to cancel and/or does not agree to any new hire date offered by the company, the booking will be cancelled with the client liable for any outstanding balances.
- f) If the same force majeure is in effect on the new hire date, the company will seek no further payments from the client and the booking will be cancelled.

14. 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, cancellation, theft or damage to any third party equipment. 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, cancellation or loss of equipment provided by a third party supplier.

15. Third Party Liability

The company will not be responsible for, and the client 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 its cause.

16. Limitation of Liability

The company's total liability, whether arising due to breach of contract, tort (including negligence), breach of statutory duty or for any reason shall be limited to the hire charge paid and payable to the client on the date such liability arises.

17. Naked Flames & Heat

- a) Heating or cooking equipment be placed a minimum of 3 feet from the marquee or tent panels and not left unattended whilst in use.
- b) No heating (Fires or Stoves) or cooking within the marquee other than by electrical appliances or purpose designated butane or gas appliances.
- c) Barbecue or open fires outside to be placed a minimum of forty feet from the marquee or tent and not left unattended whilst in use.
- d) Marquee heaters are operated at the clients own risk, and the company will take no responsibility for injury or property damage as a result of its use.
- e) Strictly no cooking, naked flames or gas appliances in the Bell Tent(s).

18. Modifications

The company may modify the hire agreement at any time by providing notice to you through email. You are responsible for reviewing this agreement regularly to stay informed of any changes and agree to be bound by such modifications. A copy of the hire agreement is always available on the company's website www.devonpartymarquees.co.uk

19. Damage Waiver

It is standard practice across the marquee and temporary structure industry that the client is contractually responsible for all loss and damage to the hired equipment during the period of hire, as stated within this hire agreement (5d).

With our tents and equipment adding up to many tens of thousands of pounds it is essential that our tents and equipment are fully insured during the period of hire. It is possible for the client to insure the tents and equipment themselves against accidental loss or damage, through standard wedding or event insurance. However, this can be time consuming, costly and in some cases difficult when hiring marquees.

As a cost effective and convenient solution we can offer the client a damage waiver, in return for a fee, amounting to 6% of the total equipment hire charge. By doing so the company take the insurance risk of accidental loss or damage to our tents and equipment during the hire period.

On proof of suitable insurance (by the client) the company will remove the damage waiver fee from the booking (5d).

Please note that the damage waiver fee is NOT event insurance, which we strongly recommend you purchase from a reputable insurer. Our damage waiver fee does NOT cover event cancellation, public or employer liability. In summary, paying the damage waiver fee means that our customers do not have to take out separate insurance to cover accidental loss or damage to the companies equipment and/or third party equipment.

There are 4 conditions to the above damage waiver, which are imposed on us by our own insurers. These are explained below, with the reason why.

1. The client is responsible for the first £500 of accidental loss or damage to our equipment or third party equipment. This excludes any portable or road towed generator(s) which are brought into your event by a third party supplier. Standard excess for accidental loss or damage to such generator(s) will be £2500 which the client will be responsible for. This is due to all insurance companies including generators as a high risk item.

Why? Because it encourages the Client to take good care of the equipment during the period of hire.

2. The client is responsible for the first £2500 of storm damage to the equipment.

Why? Because this is the excess in our policy to cover storm damage. The same would apply if you took out your own policy.

3. The client is responsible for ALL loss or damage, resulting from wilful neglect or legal liability.

Why? Because no insurance policy (client or ours) would cover for this.

4. The client is responsible for adhering to any special security arrangements that have been agreed, e.g. the marquees and equipment being left unattended in a public space. The client will be entirely responsible for loss or damage to the equipment, resulting from failure to adhere to any special security arrangements.

Why? Because no insurance policy (client or ours) would cover this; it is viewed by insurance companies as negligence.

20. Complaints

Complaints as to shortage or damage on receipt of goods should be made before use. Complaints of this nature received on returned goods after the hire date cannot be entertained.

21. Law & Jurisdiction

This agreement shall be governed by and construed in accordance with the laws of (England and Wales) (Scotland), (Isle of Man) and disputes arising in respect of the agreement shall be submitted to the non-exclusive jurisdiction of the (English and Welsh), (Scottish), (Isle of Man) courts.