



## 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' or hire total is the whole 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 part 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

- a) 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.
- b) 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.
- c) All communication between the Company and Client must be in writing, no modifications to this contract or Booking Form will be recognised verbally.
- d) Any offer of Equipment/Third Party Equipment is subject to stock being available on receipt of a deposit.

### 2. Terms & Payment

- a) To confirm the booking the Company will charge a 40% non-refundable deposit, the remaining balance is due 60 days before the hire date.
- b) If the booking is made within 60 days of the hire date the full hire charge will be required to confirm the order.
- c) The Company will not deliver any equipment until the Hire Charge has been received in full (cleared funds) and at least 14 days before hire date.
- d) We accept payment by bank transfer, cash, cheque, debit or credit card; details of how to pay will be on the Booking Form.
- e) Any payments by debit or credit card that are refunded will be returned less the transaction fee by the payment processing provider.

### 3. Hire Charges, Additional Charges and VAT

- a) Unless specified all equipment is hired for 1 day and is charged whether used or not.
- b) Additional days rental charged at 15% daily rate, this excludes setup and collection days.
- c) The Hire Charges published in any of the Company's printed or digital material are for guidance only and do not constitute an offer.
- d) Installation of Equipment and public liability insurance is included in the hire price, this excludes any Third Party Equipment.
- e) A delivery or transport charge will be applied to the order; this considers fuel, weight of equipment, access and staff wages in transit.
- f) The Hire Charges do not include attendance by the Company's staff except during the actual process of erection and dismantling.
- g) If required the Company can provide one free site survey, additional visits or call outs (including travel time) will be charged at £75 + VAT per hour.
- h) 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

- 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, maintenance and the safe custody of all Equipment.
- c) 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.
- d) 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.
- e) 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.
- f) Client to organise and provide a qualified electrician to connect and certify any electrical distribution boards supplied by the Company.
- g) 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. Insurance (loss or damage)

You are covered by the Company, there will be no additional cost or % surcharge added to your booking form, however there are two conditions:

1. Client is responsible for the first £500 (per claim) of any accidental loss or damage to 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 generator(s) will be £2500 which the client will be liable for. This is due to all insurance companies including generators as a high risk item.
2. Client is responsible for ALL loss or damage resulting from their or their guests wilful neglect or legal liability, this includes failure to implement sufficient security measures. Any loss or damage will be charged on a reinstatement with new basis, and the Client will indemnify the Company against any future loss of income until the Equipment has been replaced. We cannot accept any items in place of our own.

The marquees come with public liability of up to £5 million. For peace of mind we strongly recommend that you purchase your own event insurance.

## 7. Amendment of order by Client

You can amend the order within reason up to 61 days prior to the Hire Date, but please refer to point 13d of this contract. After this date all items will be charged whether used or not.

## 8. 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.

## 9. Site Conditions

- a) The Hire Charge is dependent on a firm and level site with easy access for commercial vehicles.
- b) The site must be free from flooding, trees and any underground services or overhead obstructions.
- c) The quotation for lighting is made on the assumption that a suitable power point is available within 20 meters of the marquee.
- d) The Company reserves the right to erect, dismantle and remove the Equipment from the site at its convenience.
- e) The Hire Charge does not include any repairs or making good that may be required to the site.
- f) The Company is not responsible for any uneven finish to the matted/event floor caused by bumpy ground or long grass as this may lead to trip hazards.
- g) If the ground is not level the Client should arrange to level the surfaces as much as possible and allow time for the ground to settle prior to delivery.
- h) If a site survey 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.

## 10. 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. Before delivery the Client should provide the Company with a detailed plan showing the exact location of any underground services, and this remains their responsibility even if they do not own the site. The Company can use 1m long stakes to secure the Equipment and any underground services near or less than this depth should be reported and clearly marked. If the Client or an Associate of the Client (somebody who can act on the Clients behalf) is unable to provide a plan on setup day, or they are confident that there are no underground services near the site, the Company will provide a underground services disclaimer form (USD) which they must sign. This will instruct the Company to begin installation and the Client will indemnify the Company against, all claims for injury to persons, or loss of, or damage to, property, however caused. If the Client or an Associate of the Client refuses to sign the USD they will be in breach of contract and the company will cancel the booking and leave the site.

## 11. Health & Safety

- a) The Client is responsible for health and safety during the Period of Hire including without limitation all applicable health and safety regulations, safety at work regulations, fire regulations, attendance restrictions, and compliance with the requirements of any applicable authority.
- b) 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.
- c) 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).
- d) 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.
- e) Any alteration or addition to the Equipment by the Client or their licensee must have the prior written permission of the Company.

For further advice on health and safety see the Clients responsibilities on the Marquee Checklist & Client Sign-Off Sheet on the Company's website.

## 12. Cancellation of contract by the Client

Due to the nature of our business the Client accepts that the delivery date (Hire Date) can be more than 30 days from the Invoice Date, and they agree to waive any resulting cancellation rights under the Consumer Rights Act. The Client is bound by the Companies contract and agrees to the following:

- a) If you cancel within 14 days of the Invoice Date no charges including the deposit will be required. Any payments received will be returned.
- b) If you cancel 15 days after the Invoice Date and 61 days prior to the Hire Date, there will be a 0% charge on the remaining balance.
- c) If you cancel within 60 days of the Hire Date, there will be a 100% charge on the remaining balance.
- d) Any deposit paid is non-refundable under points 11b and 11c; However the Company will always try to resell the Equipment first to a new booking on the original Hire Date. If successful the Company will refund all of or part of the deposit subject to what is resold.

## 13. Cancellation of contract by the Company

- a) If the Client does not provide adequate insurance for the Company or Third Party Equipment.
- 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 20%. 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 60 days of the hire date the Client remains liable for the outstanding balance.
- f) The Company reserves the right to cancel at any time, without reason or liability. If cancellation is not because of points 12a to 12d and 13 any payments already received will be returned.

## 14. 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, epidemic, pandemic; such as the Corona virus or COVID-19, terrorism, strikes, riots, lockouts, restrictions on use of transport, fuel or power, requisitioning, civil or labour disturbances, shortage of material or transport (including travel restrictions imposed as a result of) or labour or any other causes beyond the control of the company.
- b) If a force majeure event is confirmed by the Company the Client has 14 days from the original Hire Date to either cancel the booking or change to a new Hire Date. If they do not respond within 14 days the booking will be cancelled with no further opportunity to action points 13c or 13d.
- c) If the Client chooses to cancel we will refund 50% (half) of the balance of the Companies Equipment on hire, the remaining 50% (half) of the balance of the Companies Equipment on hire will be kept as a cancellation fee.
- d) If the Client chooses to move the Hire Date the Company will offer new Hire Date(s) within 12 months of the original Hire Date. We are a seasonal business that operates from April to September and to avoid any confusion you cannot request a new date out of these months.
- e) If a Force Majeure is present on the new Hire Date, the Company will seek no further payments from the Client and the booking will be cancelled.

**15. 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, force majeure, failure, theft, cancellation or loss of equipment provided by a Third Party Supplier.

**16. 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.

**17. 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.

**18. Naked Flames & Heat**

- a) Heating or cooking equipment be placed a minimum of 4 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).

**19. 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](http://www.devonpartymarquees.co.uk)

**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.

**22. Limited Company or Limited Liability Partnership**

- a) Where the Client is a limited company then the directors named at companies house agree they will accept and incur personal liability for any fees or disbursements accrued by the limited company.
- b) Where the legal entity is an LLP then the named partner(s) who agreed the contract accept personal liability for any fees due to the Company.

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