

## **Vintage Marquees Ltd Terms & Conditions**

The following conditions apply to the hire of any item including marquees and any other piece of equipment owned by us, Vintage Marquees Limited, to you, the customer. In these conditions, the word 'equipment' includes any item hired by us to you.

The terms of these conditions can only be altered with our written agreement. No condition contained in any booking form or other communication by you which is inconsistent with any of these conditions will be deemed to have been accepted unless we have agreed to your condition in writing.

### **Acceptance of Quotation**

No binding contract will exist until you have accepted our quotation in writing and paid a deposit and we have issued you with a written acknowledgment of your acceptance. Terms and Conditions must be agreed on booking.

Quotations remain valid for 30 days from the date stated on them provided that the equipment is still available.

### **All quotations are made subject to the following understandings:**

- Hire charges do not include attendance by our employees for any purpose other than erecting and dismantling marquees.
- Hire charge quotes for furniture and other cater hire equipment do not include erecting, dismantling or placing.
- Period of hire means the period for which the equipment is required to be ready for use.
- You will be liable for any additional costs or charges from Vintage Marquees Limited in the event that extra work or equipment outside the terms of a quotation is required, or the equipment is required or used for any period outside the period of hire.

### **Delivery to Site**

The site must be available, easily accessible and in a suitable condition for the erection of the equipment at the time agreed for delivery. You should either be available personally or have a representative available at the site at agreed delivery time to check equipment delivered and sign the appropriate delivery note. Also to point out any potential hazards (such as underground cables etc) that need to be avoided. If you are not present and do not have a representative at the site at the time of delivery:

- You will be deemed to have accepted delivery of the items specified in the delivery note
- We will erect the marquee(s) in such a manner and location as we consider appropriate provided that we shall follow in so far as possible any plan supplied by you.

- Marquee prices are listed as ‘from’. If our vans cannot be parked within 10m of the marquee site, or access is awkward and requires extra time for carrying equipment, this costs us extra in terms of time and money. These costs will be passed on to you, the customer.
- If you require us to move any marquee already erected for any reason which is not our fault, you will be liable for an additional charge.

## **Ownership**

All equipment hired remains at all times the sole property of Vintage Marquees Limited. You may not sub-hire or part with possession of the equipment and you may not allow any encumbrance to be created over the equipment.

## **Erection, Dismantling & Delivery**

- The Hirer agrees not to attempt to erect, dismantle, alter or interfere in anyway with the Company’s property except by prior agreement with the Company.
- The Company will do it’s utmost to comply with the Hirer’s wishes wherever preference as to delivery, erection or removal dates are requested but regret we cannot guarantee in advance that equipment will be delivered, erected or removed on a specified day.
- Where no preference is stated, the Company will deliver, erect or remove equipment at its discretion.
- Intended delivery and collection dates are available from the Company’s office 5 days prior to the date of hire.
- The Company cannot accept any responsibility whatsoever for any damage caused to underground pipes, drains and cables the position of which has not been clearly marked on the ground. It should be noted that the pegs holding marquees may be driven up to one meter into the ground. You should note that you are responsible for repairing and making good any damage caused to the site by erection or dismantling of any equipment. The site must be cleared of all obstacles prior to delivery of the marquee. If we have to move any obstacles, we will not be held liable for any damage as a result of this.
- Permits – The customer is responsible for giving notice to or obtaining permits from all authorities and/ or site owners prior to the erection of equipment. The Company will require full payment of the contract in the event of prevention of erection of the equipment due to permits not being obtained.
- You are responsible for having arranged insurance in your name for the equipment from the time of delivery until the final collection is made by our staff, If you take out your own insurance cover, your insurance company will pay for any accidental damage caused by a third party during your hire period.

- A charge will be levied for cleaning or repair as necessary for all equipment not collected from site or returned in the same condition as hired. The Company reserves the right to make
- Delivery – A delivery/ collection charge will be applied and calculated dependent on mileage, travel time and number of crew traveling.

## **Payment**

A non-refundable deposit of 25% of the quote total must be paid prior to Vintage Marquees acknowledging the booking. The balance of the hire charge shall be payable by you no later than 14 days prior to the event.

When the deposit amount is paid and the Terms and Conditions signed, the booking is secure.

*Hire goods will not be released until the balance payment is made in full.*

## **Non-availability of Equipment**

If for reasons beyond our control any item of equipment booked is not available for the period of hire, we reserve the right to substitute an alternative size of marquee or other equipment to meet, as near as possible, your requirements. If we do so you will not have any claim against us. In the event that we cannot substitute suitable alternative sizes of equipment we shall notify you of cancellation of the contract in which event any deposit or other monies paid by you will be refunded immediately, but otherwise no claim shall lie against us.

## **Care of Equipment**

- Accidental Damage – Please note: The customer will remain responsible for and will indemnify the Company against any theft, loss or malicious damage (including cigarette burn damage) howsoever caused to all hired goods and equipment. The customer is recommended to notify an existing insurer or arrange specific a charge to the customer for cleaning and repair of the goods and equipment back to hire condition, should there be accidental or malicious damage, soiling, burns or staining.
- Please note that you are responsible for the first £500 of any loss of or damage to the marquees, and that you remain responsible for and will indemnify Vintage Marquees Limited against any loss of or damage to all hired equipment resulting from wanton damage, your negligence or legal liability. The £500.00 excess only applies to marquees. Other items which incur damage will be reimbursed individually
- Given the risk of damage to a marquee in windy conditions you must take all reasonable precautions to ensure that all openings are firmly closed when not in use and are open only for the purposes of entering and leaving the marquee.
- Barbeque equipment or open fires used outside must be placed a minimum of fifteen feet from the marquee.

- The customer understands that marquees are temporary structures and may leak in heavy rain.

### **Limitation of Liability**

All orders accepted or contracts entered into are contingent upon freedom from all liability for non fulfilment or delay due to War, Strikes, Lock Out, Civil Commotion, Riots, Force Majeure, Breakages, Fire, Government Control on Priority Regulations, Scarcity of Materials or Labour Difficulties, or other causes beyond our control.

In the event that we fail to fulfil any terms of the hire contract, our liability is limited to refund or cancellation of any hire charges. Under no circumstances shall we be liable to you for any indirect, special or consequential loss or damage (whether for loss or profit or otherwise) cost expenses or other claim for compensation whatsoever whether caused by the negligence of ourselves, our employees or agents or otherwise which arise out of or in connection with the hire of the equipment and our entire liability under and in connection with the hire contract shall not exceed the amount of hire charges. This condition shall not apply to death or personal injury caused by our negligence.

### **Cancellation**

In the event that you cancel the contract, any deposit that you have paid shall be forfeited.

We are fair and reasonable, but our clients must understand that if a marquee or equipment has been reserved, we are turning away other potential bookings, so it is fair that we retain a percentage of the hire fee if the booking is cancelled. If the booking is cancelled within 30 days of the booking date, we reserve the right to retain 50% of the total hire fee.