

ENGLISH MARQUEE COMPANY

Terms and Conditions

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English Marquee Company
Company registration number: 03164494
Unit 53, Gate 2, Potter Space Business Park,
Melmerby Green Lane, Ripon, North Yorkshire, HG4 5HP

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1. Definitions

- a) "The Company" means BHP Associates Ltd trading as "English Marquee Company".
- b) "The Hirer" is the Company, Person, Firm or Public Authority named on the Hire Contract who hires the equipment from the above company. Where two or more persons constitute the Hirer then all obligations entered into by such persons under the Hire Contract shall be joint.
- c) "The Equipment" is all the equipment specified or referred to within the hire Contract.
- d) "The Hire Rate" means the rate charged for the standard hire period.
- e) "Hire Charges" means the total amount that is due to the Company in respect of Delivery, Erection, Disassembly and Collection of the Equipment and the Deposit.
- f) "The Hire Period" means the agreed time commencing with the arrival of equipment on site and terminating when the equipment is removed by the "Company"
- g) "The Hire Contract" means the information appearing on the front of our Quotation, hire details listed on an Invoice or within an email and these Terms and Conditions.
- h) 'Order' means the order constituted by the Company's contract
- i) 'Site' means the location identified in the order
- j) 'Services' means the services to be performed by the Company for the client in conjunction with the hire of the goods including but not limited to any delivery, erection, and/or collection of the equipment.

2. Terms of hire

- a) All orders that are accepted by us are subject to these Terms and Conditions of Hire, the information in our Quotation, Booking Form and the Contract
- b) We are not bound by any variation in the contract unless it is in writing and signed by a Director
- c) The 'Hirer' does not at any point receive any transfer of ownership of the equipment.
- d) The agreement is personal to the 'Hirer' and is not to be assigned to anyone else. The 'Hirer' may not sub hire or part with possession of the equipment.

3. Quotations

- a) All quotations are subject to the availability of the equipment. Whilst the 'Company' will make every effort to ensure that the equipment you ordered is delivered, the 'Company' reserves the right to substitute the nearest available item should specific equipment be unavailable.
- b) Should the site change for any reason from the one identified at the time of quotation the 'Company' reserve the right to vary the price to reflect any additional costs.
- c) Should any additional equipment be ordered by the 'Hirer' after the 'Company' has delivered your original order, this will be subject to additional delivery charges.



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4. Hire Period

- a) The hire period is the agreed hire period in the contract. Any changes to the hire period must be agreed in writing and signed by a director
- b) The Period of Hire shall commence when the 'Hirer' collects the Equipment from the 'Company' or our Staff arrive at the site with all or any of the equipment.
- c) The 'Hire period' shall continue until all of our Equipment has been removed from the site or returned to our premises by the 'hirer' and for the avoidance of doubt will not exceed the agreed hire period. Late returns will incur a fine.

5. Termination of Hire Period

The 'Company' reserves the right to terminate the "Hire Period" immediately and recover the equipment should any of the following occur:

- a) Upon breach by the 'Hirer' of these Terms and Conditions
- b) Expiry of the Hire Period specified within the Contract.
- c) In the event of loss or damage of the Equipment, upon such date that the 'Company' agrees to accept from the 'Hirer' the equipment in its then state and conditions with compensation paid to the company in accordance with these Terms and Conditions of hire.
- d) Any event with disorderly behaviour which threatens the Safety of our staff or Equipment.

6. Payment

- a) Booking of equipment will only be considered confirmed upon receipt of a 30% Deposit as stated in the Hire Contract.
- b) Payment of the remaining balances are due 4 weeks prior to the event.
- c) Invoices will be sent to the Hirer either by email or Post stating amounts due.
- d) All prices are quoted including VAT unless stated.
- e) The Company reserves the right to alter the hire rate in the event of increase in the cost of transport / Fuel.
- f) We reserve the right to charge interest at 5% above base rate calculated daily on all amounts outstanding from the date payment is due until the date payment is received.

7. Cancellation

In the event of a cancellation a cancellation fee will be payable as follows. The booking fee (Deposit) paid prior to the contract is non-refundable.

Cancellation fees are as follows:

- Cancellation more than 28 days before the hire period commences - The deposit of 30%



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- Cancellation between 14 and 28 days before the hire starts: 50% of the total hire charge
- Cancellation less than 14 days before the hire period commences: 90% of the total hire charge.

8. Modification of Contract

- a) No verbal representations or arrangements are recognised by the company and these Terms and Conditions shall only be modified by a supplementary written contract.
- b) All changes to the contract must be signed by both the 'Hirer' and a Director of the 'Company'.

9. Site Position

By agreeing to these terms and conditions you agree that:

- a) The site is reasonably flat and level. The ground must also be firm but readily penetrable.
- b) The site must have access for motor transport.
- c) Any underground services have been pointed out to us at the site visit. We must also receive a drawing of the underground services that are present.
- d) The Site will be available between 0800-1800 Monday to Friday for at least 5 working days before the function. If this is not the case, you must inform us at least 28 days in advance of any restrictions.
- e) The location of the equipment is to be agreed in advance in writing.

10. Site/Address at which equipment will be kept

- a) If there are any abnormal conditions relating to the site which affect the installation of the equipment we reserve the right to make a further charge to cover any additional costs.
- b) Transport Charges are quoted on clear vehicular access to a ground floor location.
- c) Equipment must be moved around the site or to a different location without prior agreement from the 'Company'.

11. Marquee Structure

When the marquee has been erected and all exits or openings agreed, this should not be altered or tampered with in any way as this may render the structure unsafe.

12. Safety

- a) For the safety of all concerned, the 'Hirer' may not enter the structure during the time the Marquee is being built.
- b) The 'Company' cannot be held responsible for any injury or damage sustained by the public in or around the marquee during the hire period.



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13. Flooring and Ground

- a) It is expected that if flooring is ordered the ground will be suitably flat to accommodate the type of floor used.
- b) The 'Company' cannot be held responsible for any uneven finish to the floor caused by pitting or bumps on the surface beneath. The 'Hirer' should arrange to level surfaces as much as possible prior to marquee erection. If the marquee build is delayed or cancelled due to the site being ill prepared the 'Company' cannot be held liable and this may result in loss of the booking deposit and other cancellation fees as outlined above.
- c) Grass surfaces must be cut short and all debris including fouling by dogs must be removed prior to the build.

14. Electrical equipment

- a) If not hiring a generator, You will provide a suitable 240 volt/16 power point within 25 metres of the location of the equipment.
- b) You accept full liability for the adequacy, reliability and safety of the supply.
- c) Under no circumstances should the 'Hirer' alter or tamper with any electrical appliance or power lead following installation. This includes extension cables.
- d) The 'Hirer' should not "plug in" any electrical appliance or power lead to existing extension cables without first discussing this with a 'Company' representative on the grounds of Health and Safety as well as mains power being overloaded resulting in tripped fuse boxes.

15. Erection and Dismantling

Delivery of Equipment

- a) Any equipment ordered and delivered to site will be included in the quotation unless otherwise stated.
- b) Second and Subsequent deliveries of equipment delivered to site due to order changes will be charged for at an agreed price.
- c) We are not responsible for any damage to the site on which the equipment is installed and this shall be your sole responsibility.
- d) The Hire Charge does not include any making good or repair of damage to the site unless agreed between the 'Company' and 'Hirer'.

16. Provisions of Labour and Services by the Company

- a) If the 'Company' is required to provide additional staff in connection with installation or delivery of the equipment extra charges will be added. All hire charges are calculated on the basis that vehicular access to the venue / marquee is available and that all relevant information has been supplied by the 'Hirer' and that nothing unforeseen becomes apparent on delivery or installation or use of the Equipment.
- b) In the event of an emergency we reserve the right to substitute alternative sizes of marquee to give the equivalent requirements.



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17. Your Responsibilities

- a) You must give any notice and obtain any permissions required for your event.
- b) You must take reasonable care of the equipment on site at all times other than during erection and dismantling
- c) Once installed by us, You must not move any marquees or electrical items.
- d) You must carry out regular inspections of the equipment including ensuring that all pegs and ropes remain secure and taut, that the marquee is completely closed and secure, and that all doors are fastened when it is not in use.
- e) You will not permit smoking or put any crepe paper/coloured paper, straw bales or other inflammable materials, lighting, heating, cooking or other gas within 5 metres of any marquee without our agreement in writing.
- f) You are responsible for maintaining a comfortable environment within the marquee for attendees. Marquees being temporary structures cannot provide full protection against all weather conditions. In the event of snow, the interior must be heated by You to no less than 12° centigrade.
- g) You are responsible for your own goods whilst they are in our marquee.
- h) Should you personally not be present at all times during the use of our equipment you must make sure that a responsible person is present and is aware of the responsibilities identified in these Terms and Conditions of Hire.
- j) Any complaint or claim you have relating to the 'Company' or our Equipment must be notified to the 'Company' as soon as practical, and in any event confirmed in writing within 7 days of your event.

18. Insurance

- a) You will be fully responsible for any loss of or damage caused to the Equipment during the period of hire. It is the responsibility of the 'Hirer' to make sure that the equipment is fully covered by their own insurance against theft, damage and public liability risks.

19. Damage / Loss of Equipment

- a) Any damage or loss to the equipment must be reported to us forthwith. You will be fully responsible for any loss of or damage caused to the Equipment during the period of hire.
- b) Any lost or damaged equipment will be charged for at purchase price per item to the 'Hirer' stated on the written documents.

20. Liability

- a) The company shall not be liable for any loss, damage or injury arising out of the use of or failure of the goods or the equipment or any defect in them save for any liability in respect of death or personnel injury which arises directly from our negligence.
- b) We accept no liability nor responsibility for any indirect or consequential loss or damage or costs due to the breakdown, damage or stoppage of the equipment.



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21. Force Majeure

a) No liability is accepted for delays or non-performance of the contract due to force majeure, Act of God, Fire, Flood, Storm, Gale, Tempest, War, Pandemic, Terrorism, Strikes, Riots or any other civil disturbance, the requirement of any statutory authority, accident, dispute, your failure to obtain any necessary permissions/licenses or anything beyond our reasonable control.



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