



## Terms & Conditions of Sussex Marquees Ltd.

### Definitions

- "The company" is Sussex Marquees and/or their subcontractors or agents.
- "The hirer" is the person hiring equipment from the company.
- "The equipment" is all items provided to or hired by the hirer.
- "The period of hire" means the time commencing with the arrival of the equipment on site, and terminating when the company removes the equipment.
- "The hire agreement" is the contract entered into by the hirer and the company.

### General

These terms and conditions apply to all contracts entered into by the company unless otherwise stated in the company's written quotation. Any offer of equipment is subject to stock being available on receipt of an order and deposits paid.

## Terms

The hirer will pay a non-returnable 30% deposit of a designated sum inclusive of Vat (as detailed at the time of the order) and the balance of the total hire charge 4 weeks prior to the event date unless otherwise stated.

## Cancellation

In the event of cancellation the following charges will be invoiced and due for payment on the date of commencement of the originally contracted period of hire:

Cancellation between 12 months and 15 days before the commencement of the period of hire - 90% of total hire charge.

Cancellation less than 14 days before the commencement of the period of hire - 100% of the total hire charge.

## Site conditions

The company's quotation for hire charges is dependent on a level firm site being provided with easy access for commercial vehicles. The company cannot be held responsible for damage caused to concealed or buried pipes, cables, underground or overhead and other services and features unless their positions have been clearly marked on the site by the hirer. The quotation for lighting is made on the assumption that a suitable and sufficient power point is available within 25 meters of the marquee. 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.

Should the company need to drill into any brickwork to secure eyelets for our marquees or Stretch Tents to be secured to a building or wall, we will take these signed terms as your acceptance to this and that any fixings the company use for this purpose will be left in the building as to avoid any damage. The company can provide a making good service for an additional cost if required or possible.

## Health and Safety

The hirer 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. 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). Where this occurs due to health and safety considerations the company accepts no liability for any loss whatsoever. Any alteration or addition to the Equipment by the hirer or his licensee must have the prior written permission of the company.

## Quotations

All quotations are based on the quantity of equipment hired, where there is a reduction in the quantity of items, all individual item prices are subject to possible increase. Quotations are usually valid for three weeks from the date received by the client unless otherwise stated by Sussex Marquees Limited.

## Hirer's responsibilities

The hirer shall provide the company with a plan showing where he/she requires the equipment to be erected, 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.

The hirer is responsible for obtaining any site permits that may be necessary. The hirer is responsible and will indemnify the company against any loss or damage whatsoever the cause unless the hirer has paid the damage waiver fee referred to on the quotation/confirmation of order. The hirer will remain responsible and indemnify the company against any damage or loss caused by their negligence. In the event of a claim for loss or damage being accepted by the company's insurers, the hirer will be liable for the first £500.00 of any such loss or damage.

The site for the marquee will be made clear of any items such as garden furniture, garden ornaments, climbing frames, apparatus or similar by the client. The Company cannot be held liable for any damages incurred to items on the site if they are within the Marquee rigging/transport area. Sussex Marquees staff are not able to assist with moving items. Please advise the Site Manager of any items that are unable to be moved where additional due care is required.

## 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.

## 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, Volcanic ash, Gale, Tempest, War, Pandemic, Terrorism, Strikes, Riots, Lockouts or any other civil disturbances.

## The Clients

The clients will be responsible for the security of the equipment over the hire period; **once erected or delivered to the site and until the site is fully cleared, 24 hours a day. Please ensure that you have sufficient insurance in place.**

Fire Extinguishers Must be Provided by the Client or Caterer for the duration of the hire.

Generator fuel will be charged in advance of the event as an estimate. Once the usage has been calculated after the event; we will issue an additional invoice if applicable. In the unlikely event that the generator fails the client must call the phone number given to them. (The client must agree that it may take time to send out an engineer or replacement unit, and we would strongly advise having a back up power source.) Also see Electrical Note below.

Payment for extra items not listed on the order confirmation must be settled in full before the event date.

Once the build, health and safety and technical checks have been completed and signed off, callout due to any technical malfunction caused by the client or third party (inc. Caterer or Guest), will be charged at £200.00 plus Vat. Where a problem with the equipment is caused by the third party's interference Sussex Marquees shall not be responsible. Any repairs or other equipment required as a result will be charged in addition to the callout fee.

## Damage Waiver

It is standard practice across the marquee and temporary structure industry that the customer is held fully responsible for all loss and damage to the hired equipment during the 'period of hire', as stated within these terms.

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 customer 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 alternative to arranging 'marquee cover' on your event insurance, we can offer our customers a Damage Waiver, in return for a fee, amounting to 4% of the equipment hire charge. By doing so Sussex Marquees Limited take the insurance risk of accidental loss or damage to our tents and equipment during the hire period.

Please note that our 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 Sussex Marquees Ltd Tents or equipment.

There are 3 conditions to the above damage waiver, which are imposed on us by our own insurers. These are explained below, with the reason why.

- The customer is responsible for the first £500 of accidental loss or damage to the equipment. This excludes any Generator(s) which are brought into your event by Sussex Marquees Limited. Standard excess for accidental loss or damage to such generator(s) will be £2500 which the customer will be responsible for. This is due to all insurance companies including Generators into a High Risk item category.

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

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

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

- The customer is responsible for adhering to any special security arrangements that have been agreed, e.g. the marquees and equipment being left un-attended in a public space. The customer 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 (customers or ours) would cover this; it is viewed by insurance companies as negligence.

Cont...

## Sussex Marquees Ltd Terms & Conditions

Cont...

Indemnity does not extend to damage caused by deliberate abuse or neglect. Theft, loss, fire and vandalism are also excluded from the damage waiver, as is any damage to linen and seat pads.

It is the clients responsibility to undertake (or ensure that the venue or owners of the marquee site has) a ground survey and ensure the Marquee site is free from drainage, Tree roots and electrical pipes, and that they the client have permission for Sussex Marquees to set up on the property on the requested date(s).

### Chair, Table Hire, Electrical & Equipment

The client must ensure all chairs and tables are stored inside and are kept dry at all times. Chair Pads must be returned clean and free from any stains or a replacement charge will apply as follows:

Chair Pads £15.50 plus Vat per pad. Chairs £60 plus Vat each.  
Trestle Tables £45 plus Vat each. 6ft Round Tables £60 each plus VAT. Table & Benches set £250 plus VAT. This is not covered by our insurance.

The loss of any cables or electrical components will be charged in full and again is not covered by any insurance.

In the event of a generator or toilet failure the client agrees that the only compensation that will be offered will be that of the specific items hire rate, and if the fault is rectified then no refund will be offered.

The Client understands the toilet hire as standard, is for one event only and not a second day's event the following day.

Toilet water tanks are of a size to accommodate the number of guests for approximately an 8 hour event. Excessive use will lead to the fresh water tank draining empty and the system will need refilling and resetting.

The client also accepts that gutters used to join marquees together are in fact not full proof to torrential rain and they except no refund will be given in the event of a failure.

Generator power (if generator supplied by Sussex Marquees Ltd) will set up and test all electrical equipment and power feeds to catering tent and marquee and can not be held responsible for third parties over loading power lines. We can advise the correct outputs for all catering equipment and how to set it up.

It is the clients' responsibility to keep an eye on the fuel level and top up where necessary. Lost keys for the generator will be charged at £50 plus Vat.

## **Toilet Hire**

### **CONDITIONS OF TOILET HIRE**

All business is conducted in accordance with these conditions of hire, unless otherwise amended in writing by the Company.

Definitions- (in addition to any other definitions outlined in our full terms and conditions)

- The “Equipment” in this clause “Toilet Hire” means mobile toilets, mobile cold rooms, other mobile or static unit facilities and equipment including all fixtures and fittings, single toilet units, furniture and accessories.

#### The Site

- The hire charges are based on the assumption that the site is flat, level and solid standing with suitable access free from all overhead obstructions, trees hedges etc., and without buried pipes or other concealed services that may suffer damage occasioned by the transport, the installation and removal of the “Equipment”.
- The Company reserves the right to charge for any damage caused to vehicles and equipment belonging to the Company due to unsatisfactory site conditions and or access.
- The Company reserves the right to charge for delays and additional labour time required in connection with works/delivery/collection and time spent due to the unsuitable site conditions and or soft ground due to inclement weather or other conditions. Current rate of £20.00 per hour will be charged without prejudice. One hour maximum site time is allowed for delivery and collection.
- The Company will not be responsible for any making good or repair or damage to the site howsoever caused.
- The Hirer shall be responsible for providing mains services where necessary, unless otherwise agreed in writing and charged.
- If collection of the Equipment is delayed beyond the recorded date for any reason, i.e. marquee restricting access, inclement weather etc., the Company reserves the right to charge for additional hire at the rate of 15% per day of the quoted daily hire charge, or a full rental rate if a subsequent order cannot be fulfilled, due to non-availability of the unit (which ever being appropriate.)

#### Liability

- The Company accepts no liability whatsoever in respect of third party claims of for consequential loss or damage of any kind and the Hirer shall indemnify the Company against third party claims unless such liability be caused by faulty materials or workmanship or negligence on the part of the Company.
- The Company accepts no liability whatsoever in respect of any malfunction of the Equipment if the duration of the hire or numbers utilising the Equipment exceeds that stated in our price list/details.

#### Insurance

- All equipment is the responsibility of the Hirer. You will pay to us the replacement cost of any equipment which is lost, stolen or damaged. You are advised to insure the equipment on this basis.
- Continued...

## Sussex Marquees Ltd Terms & Conditions

### Responsibility of the Hirer

- Your responsibility begins when you or your agent receives the equipment. Your responsibility includes safekeeping of the equipment and protection against the elements, theft, vandalism or improper use.

#### Title

- The Equipment and accessories remain the property of the Company at all times. The Hirer will allow the Company reasonable access to the Equipment during the hire period.
- The Hirer shall keep the equipment in his / her own possession and control and free from all legal processes and undertakes that no mortgage deed, bill of sale or any other legal instrument or private arrangement whatsoever shall be exercised whereby other person, lien or company other than the Company shall acquire any lien or rights whatsoever in connection with the equipment.

### Subletting

- The Hirer will not sublet or rehire the equipment without the expressed written permission of the Company.

### The Equipment

- The Hirer shall indemnify the Company and be responsible for all expenses involved arising from any breakdown, wilful damage and any loss incurred by the Company due to negligence, loss and/or misuse of the equipment by the Hirer on a time and replacement cost basis currently in use by the Company at the time.
- The Hirer shall not move the Equipment from the site or position it was delivered or consigned to without agreement in writing by the Company.

### Hire Charges and Payment

- The period of hire, the hire charge and delivery and collection charges for the equipment are as specified on the booking form. A non-refundable deposit is required with order. Should cancellation take place within one month prior to the hire date, you will pay to the Company the full hire charge, unless the Company is able to re-hire the equipment
- The maximum numbers utilising the equipment are as specified on the price list.
- Bookings are only accepted and confirmed on receipt of the required deposit payment.
- Final delivery of the unit is subject to full payment of all hire costs to The Company no later than the due date specified. Failing to do so may result in the equipment being removed from site prior to the hire commencing.
- Acceptance of the Equipment on site by the Hirer shall in itself constitute acceptance in full of the above conditions.



## Other Notes

The use of coloured shapes and crepe /crêpe paper may not be used in our marquees (due to the dye content in the product.)

Any sweet or chocolate fountain area must have a protective floor cover as to protect our matting.

At no point is the client allowed to drill or pin into any of the marquee linings, poles, roof, or walls. Any damage to any item will be charged at full replacement not at repair cost. The use of cable ties is allowed clients must ask if they are unsure.

Clients will agree not to light bonfires within 500 yards of the marquee and any damage from hot ash or sparks will be the responsibility of the hirer. This includes fireworks. No lit flames are allowed inside the marquee. This includes candles. **There is also a no smoking policy inside the marquee at all times.**

Furniture unless agreed by us will be placed in the marquee for the client to set up as they require, We will if requested set up to a plan if provided. (Changes after this will incur an extra charge.)

Break down of marquee, The client will agree to clear all of their items from the marquee before the agreed arrival of Sussex Marquees to remove their marquees. (This includes any cutlery or china hire and all decorations.) Failure to remove or clear a marquee will result in a £300 plus Vat charge.

### **Linen hire:**

Prices quoted for linen are for a maximum of 48 hours hire.

All linen prices are inclusive of laundering. Please note, if soiled linen is packed away when wet it can soon be ruined by mildew. Please soak stains and dry off. Should any table linen hired be returned with cigarette burns, candle wax or be permanently stained, the full replacement charge will be made.

Should any item be returned short, damaged, broken or permanently stained (i.e table linen) the full current replacement charge will be made. Substitute items will not be acceptable.

## Contract note

Once we have received a deposit or full payment, with or without signed copy of the terms and conditions it is deemed the client has entered into a contract for the items quoted at the time and agrees to accept our terms of business in full. The client agrees that the items of hire on the order are considered booked.

The Client has read and understood the total ten (10) pages of the companies Terms and Conditions.

Client Name \_\_\_\_\_ accepts Sussex Marquees Terms and conditions

for their event on \_\_\_\_\_

at \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_