

All Style Marquee & Events LTD terms and conditions

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Marquee & Equipment Hire Terms & Conditions

The following conditions apply to the hire of any items including marquees and any other piece of equipment by us, All Style Marquee & Events LTD. (the company) to you, the customer. In these conditions the word 'equipment' includes any item hired by us to you, including cross-hired items we may source. These terms and conditions can only be altered with our written agreement. No condition contained in any booking from or other communication by you, which in inconsistent with any of these conditions, will be deemed to have not been accepted unless we have your condition in writing.

Acceptance of Quotation

No binding contract will exist until you have accepted our quotation in writing and paid a 20% deposit and we have issued you with a written acknowledgment of your acceptance. Quotations remain valid for 14 days from the date stated on them provided that the equipment is still available.

Basis of Quotation

All quotations are made subject to the following understandings:

1. Hire charges do not include attendance by our employees for any purpose other than erecting and dismantling All Style Marquee & Events LTD equipment.

2. Period of hire means the period for which the equipment is required to be ready for use. Equipment is hired for your event date only.

3. The size and the surface of the site are suitable for erection of equipment.

4. YOU have informed us of any drains, pipes, cables or other obstacles, which might affect the site. It should be noted that the pegs holding the marquee might be driven up to 1 meter into the ground. You should note that you are responsible for repairing and making good any damages caused to the site by erecting or dismantling of any equipment. The site must be clear of all obstacles prior to delivery of the marquee. If we have to move any obstacles, we will not be held liable for any damages as a result of this.

5. You will be liable for any additional costs or charges of All Style Marquee & Events LTD. In the event that extra work or equipment outside the terms or a quotation is required, or the equipment is required or used doe any period or hire.

Retainer/Payment.

A non-refundable retainer of 20% of total hire invoice (that shall be applied toward the total fee for the Services), is due upon execution of this agreement, at which time All Style Marquee & Events LTD. commits to being available to Client on that date (subject to non-payment, reasonable emergencies and force majeure events). Final payment of the balance due for the Services shall be made no later than 7 days prior to the event. If we do not receive full payment by the latest of 7 days prior, we will automatically assume you no longer require the equipment and will cancel your order accordingly.

Event Changes/Cancellation.

Upon execution of this contract, All Style Marquee & Events LTD. reserves the event date solely for contracting party and will not take on any other inquiring events for the same day. As such, if the date of the Event changes, then All Style Marquee & Events shall be entitled to 75% of retainer as liquidated damages for having to reschedule the event. The remainder of the retainer shall be applied toward the new date, but Client shall be responsible for making up the deficiency retained as liquidated damages. If Event becomes cancelled by client, or All Style Marquees cancel due to failure to make final payment 7 days prior to the event, any deposits paid shall be forfeited and All Style Marquee & Events LTD. entitled to 100% of retainer.

Delay

We will not be liable for delay or failure to complete any contracts as a result of:

1. The site being unsuitable or access being unavailable on the date stated for delivery

2. Adverse wind or weather conditions including flooding 3. Loss or damages to equipment by fire or flood

- 4. Any industrial dispute, lock out or strike
- 5. Any cause outside our control
- 6. Grass sites which have not been cut
- In the event we are delayed in the erection of equipment due to:
- 1. No representative on site
- 2. Relocation of equipment
- 3. Or any other delay outside of our control

A charge of £25.00 per hour and or part hour, per person and per vehicle will be charged to the client.

Non-availability of equipment

If for some reason beyond our control any item or 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 a claim against us. In the event that we cannot substitute suitable alternative sizes of equipment we shall notify you on 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. We will however cross hire any items we are unable to supply at our expense on the condition that the items are available for us to do this

Delivery to site

You must have the site available and in a suitable condition for the erection of the equipment at the time stated for delivery. You should either be available personally or have a representative available at the site at the time stated for the delivery to check equipment delivered and sign the appropriate delivery note. If you are not the person and do not have the 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.

If you require us to move the marquee already erected for any reason, which is not our fault, you will be liable for additional charge. (Please see delay charges)

Ownership

All equipment hired remains at all times the sole property of All Style Marquee & Events LTD. You may not sub hire or part with possession of the equipment, and you may not allow any lien or encumbrance to be created over the equipment.

Care of equipment

All heating and cooking equipment must be placed a minimum of six feet from the panels and must not be left unattended whilst in use. There must be no heating or cooking within the marquee other than by electrical appliances or purpose designed butane or propane gas appliances.

Barbeque equipment or open fires used outside must be placed a minimum of fifteen feet from the marquee.

Loss or damage

The hirer is wholly responsible for all the equipment on hire for the time of delivery until collection. He/ She will be responsible for the safe custody of the companies property on the site, and will make good to the company all loss or damage to the companies property or equipment hired (other than fair wear and tear) including breakages and damage and loss due to theft or burglary unless it can be proven that such loss or damaged equipment or items are delivered please make note on delivery note, notify an All Style Marquees LTD representative and gain the signature from a representative to verify this. Failure to notify of any damage

upon delivery will void any "it was broken/ damaged/ missing when it was delivered" excuses. A

full replacement cost list can be provided upon request.

Insurance

All Style Marquees LTD holds a **five-million-pound public liability insurance.** When the equipment is in the hirers care he/ she is entirely responsible for the insurance. We do not sell or provide insurance for your event, neither do we insist you have it. Once All Style Marquee & Events LTD representatives have left the site the equipment and insurance liabilities lie with the hirer or representative.

Liability to third parties

The company will not be liable for and the hirer will identify the company against all claims to persons or loss or damage to the property how ever caused. unless it is proved that such injury or damage be caused by faulty material or workmanship of the company.

Limitation of liability

In the event we fail to fulfill 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 claims for compensation what so ever 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 shall not apply to death or personal injury caused by our negligence.

Smoking in enclosed public places

Responsibility for complying with the public no smoking law (if acceptable) rests with the customer for the duration the marquee is erected.

Please sign to confirm that you have read and accepted the above conditions.

I hereby confirm that I fully read and understood the above information of All Style Marquee & Events LTD terms and conditions and agree to hire the equipment from All Style Marquee & Events LTD. Subject to those terms and conditions.

Signed:

Print name:

Date:

Address: