



Old Fashioned Values  
Modern Ideas

## **TERMS & CONDITIONS**

### **DEFINITIONS**

- "The Company" is Easy Marquee Hire and/or their Subcontractors or Agents.
- "The Hirer" is the person or persons hiring equipment from The Company. It will be assumed that this is the addressee, unless otherwise stated.
- "The Equipment" is all items provided to or hired by The Hirer.
- "The Quotation" refers to the costs sent to The Hirer on completion of a site survey.
- "The Period of Hire" means the period from the delivery date until the equipment has been dismantled and removed from site.
- "The Hire Agreement" is the contract entered into by The Hirer and The Company.
- "The Acknowledgement of Order" is the confirmation correspondence sent by The Company on receipt of a written order from The Hirer
- "The Date of Order" shall refer to the date of The Acknowledgement of Order sent to The Hirer.

### **GENERAL**

These Terms & Conditions apply to all contracts for the supply of equipment in the UK by The Company or its authorised Agents, unless otherwise stated in The Company's written quotation. By placing a written order, it is assumed that The Hirer agrees to these Terms & Conditions.

Orders will remain subject to availability at time of The Hirer's written order and will not be deemed effective until The Hirer is in possession of an Acknowledgement of Order from The Company. The Company reserves the right to alter prices in estimates once a site survey has been completed.

The Company undertakes to deliver The Equipment and erect it at the start of The Period of Hire, the exception being furniture, whereby The Company's obligation is limited to delivery only. The Company also undertakes to dismantle and remove The Equipment from the site as soon as reasonably practicable after the Event.

### **TERMS (PAYMENT)**

Payment terms will be as detailed in the Acknowledgement of Order, but in any case with any outstanding balance payable due by 2 weeks prior to the day of installation. If payment is not received within this period, we have the right to cancel your booking and not attend site.

Payment to be made by BACS – no cheques accepted. Our bank account details as follows:

Easy Marquee Hire  
Account Number: 25518649  
Sort Code : 09 01 29

A deposit of 25% of the total hire charge (or lesser amount if on promotion) will be payable at time of booking and will be deducted from the final balance.

18 Boxhill Way, Strood Green, Betchworth, Surrey RH3 7HY  
Mobile: 07597 989224

In the event of cancellation, the following charges will apply:

Cancellation between The Date of Order and 14 days prior to the commencement of The Period of Hire	<b>25%</b> of the total charge
Cancellation between 13 and 7 days prior to the commencement of The Period of Hire	<b>50%</b> of the total charge.
Cancellation within 6 days prior to the commencement of The Period of Hire	<b>100%</b> of the total charge.

#### **SITE CONDITIONS**

Unless otherwise stated, hire charges quoted assume that there is a firm level site, not impervious to fixings, on which to erect The Equipment. It is also assumed that there is a suitable access road adjacent to the site, free from overhead obstruction for The Company's vehicles and that a clear route (not through your home) will be available from the vehicle to the position of the marquee. The company reserves the right to charge for any long carry resulting from inadequate access or delays on site due to other parties.

#### **HIRERS RESPONSIBILITIES**

It is the responsibility of The Hirer to 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. A charge will be made for any waiting time incurred as a result of The Hirer failing to fulfill his/her responsibilities.

The Hirer is also responsible for obtaining any site or parking permits that may be necessary. Also responsible for insuring there is parking for the company vehicles at the site address.

The Company cannot be held responsible for any damage to, or interruption with, gas or water pipes, electricity or other cables, sewers or drains, or other services or structures on or under the ground unless clearly marked on any plan given to The Company or marked on the site by The Hirer.

The Hirer shall be wholly responsible for all goods hired from The Company during The Period of Hire, including losses due to theft or burglary. The Company has insured the equipment on The Hirer's behalf against the following perils: storm & tempest, fire & flood, vandalism and accidental loss or damage. The premium rate and excess of this Damage Waiver will be as stated on The Quotation and The Acknowledgement of Order. The Hirer will remain responsible for and will indemnify The Company against any loss of or damage to all hired Equipment resulting from their negligence, or for loss of The Equipment due to theft. This includes any damage to any of the Hirers property from cigarette/scorch marks made by naked flames/hot ash. Any damage caused will be charged at the full amount to replace with new.

The Hirer is responsible for providing facilities for The Companies employees during the whole of the erection/dismantling process. If this is deemed an impossibility then the Hire could incur charges for the temporary supply of facilities.

#### **THIRD PARTY LIABILITY**

The Company will not be responsible for, and The Hirer shall indemnify The Company against, all claims for injury to persons, or loss of, or damage to property, however caused, unless it can be proven 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 fulfill all orders, The Company shall not be responsible for the non-completion of orders due to causes beyond The Company's control.

#### **IN THE CASE OF A PANDEMIC**

The Company fully understands that the Pandemic situation is changing at all times and is out of everyone's control. If a marquee is booked for an event with the deposit already paid, then the deposit is fully refundable or transferrable to a future date (provided that the Company has availability) if the event is being cancelled due to Government Guidance only. If the booking is cancelled by the Hirer due to their circumstances and not Government Guidance then the deposit will be retained by The Company.

If the balance has been paid by the Hirer but the marquee not yet installed, and the Government Guidance states that events cannot go ahead then the full amount will be refunded or transferred to a future date (if The Company have

availability). If the booking is cancelled by the Hirer due to their circumstances and not Government Guidance then the refund will be as per the Terms and Conditions above entitled Terms (Payment).

If the balance has been paid and the marquee is already installed it will be down to the Company's discretion to review each individual case.