

## Terms & Conditions

### Definitions

"The Company" means **Millhouse Marquees**

"The Client" means the person, Company or Organisation to whom the quotation and or confirmation of order is addressed and who are responsible to take delivery and ensure payment of the invoice on site of the hired equipment.

"Period of Hire" means the period from Delivery Date until the Equipment has been dismantled and removed from site.

"Quotation" means the quotation sent by the Company to the Client.

All orders for goods shall be deemed to be an offer by the Client to hire goods in accordance with these conditions. These conditions shall apply to all orders and contracts for the supply of Equipment by the Company or its authorised agents. Any qualifications or variations to these conditions should be put in writing,

### The Company Undertakes

To deliver the Equipment as specified in the Hire Agreement and shall upon payment of the Hire Charge specified in the Hire Agreement proceed to erect it for use on or before the commencement of the Use Period, provided that the Client has complied with the undertakings set out in the Terms and Conditions To dismantle and remove the Equipment from the site as soon as reasonable and practicable after the Use Period.

### The Client Undertakes

To pay the Deposit covering part of or the whole of the property and equipment hired, and to pay the balance in accordance with the terms stated in the Company's Confirmation of Order. Terms are strictly on delivery unless otherwise agreed. The Company reserve the right to charge interest on the outstanding amount at 8% above Barclays Base Rate if payment becomes overdue, until the invoice is settled.

To provide the Company, in a reasonable period of time prior to delivery, with an accurate plan of the Site showing all relevant services including underground services and any apparent obstacles which may affect the erection of the Equipment and the position on the Site in which the Equipment is to be erected and to advise the Company of any alterations in the Site of which it is aware that may take place after the date that the plan is provided. It is the clients responsibility to ensure no pipes, drains or cables are below the site that could be damaged upon erection. If there are they must be clearly identified and advised in writing to the Company prior to erection. If the Client fails to do so and damage is occurred the Company will not be responsible for such and the Customer will indemnify the Company against all claims from third parties. The Client shall provide the Company with a plan showing the position which the tents or equipment are to be erected, or shall have a representative on the site for that purpose and in the absence of both, the company may erect the tents or equipment where it thinks fit and it shall be deemed to completed the contract. The Client shall indemnify the company in respect of all delays directly attributed to him or his representative.

To give notice to or obtain any necessary permits from local authorities and/or the Site owners prior to erection, and that he is the owner of and/or entitled in law to possession of the premises or site where the hire equipment is delivered and erected.

If any part of the Equipment includes electrical apparatus to provide such power points or supply as may be reasonably required by the Company within 15 metres of the Equipment, unless by prior arrangement with the Company.

Not to enter within 10 metres of the Equipment while it is being erected or dismantled by the Company.

To keep any part of the Equipment that is a framed structure or a tent completely closed and secure and in particular any door in place and fastened when not in use.

The Client shall be responsible for, and indemnify the company against, any loss of or damage to all hired equipment whatsoever the cause. The Client must provide to the company proof of having arranged insurance in their name for the hired equipment at least 7 days prior to the delivery date of the of the equipment, upon a payment of "Damage Waiver Fee" referred to on the quotation, this proof need not apply. Please note that the Client will remain responsible for and will indemnify the Company against any loss or damage to all Hired Equipment resulting from its negligence, lack of reasonable care or legal liability of the Client, his servants, agents or contractors.

Not to use any lighting,( inc candles) heating, cooking or other gas or electrical appliances of any kind without the previous consent in writing of the Company.

### Variations

The Company will use its best endeavours to supply the Client with the Equipment ordered but where this is not possible the Company will notify the Client as soon as possible of any alterations to the design and specifications of the Equipment and where the alteration is fundamental the Client may terminate this contract and any Deposit paid will be refunded.

The Price is based on the assumption that the Client provides a firm and level site of turf (or some other material not impervious to stakes and able to absorb rainwater) and is served by a firm access road adjacent to the Site with adequate hard-standing for commercial vehicles is free from flooding trees and overhead obstruction. If this is not the case or if the Client wishes the Company to erect the Equipment in a different position on the Site to the one indicated by the Client to the Company at the time of the Quotation and in either event the costs to the Company and subsequently increased by reason of increase in labour costs or any other factor the Company may increase the price in accordance with the company's price list and hourly rates then in force.

### Understanding

The price does not include making good any repairs to the Site unless caused by the negligence of the Company's servants, agents or contractors. The Company reserves the right to vary the quoted hire charges in the event of increase taking place before or during the period of hire in the cost of labour, materials, equipment or transport. At no time are verbal representations recognized by the Company and these Terms and Conditions shall only be modified by a supplementary written contract.

### Delivery And collection dates

The company will endeavour to deliver and remove all equipment on the dates given, which will be carried out at the convenience of the Company. Due to factors beyond our control this is not always possible. We will ensure that the equipment is in place and safely erected prior to the event dates although this may sometimes require working late into the evenings or early mornings. During busy times we may have to remove the equipment on a Sunday. It is the responsibility of the Client to ascertain the estimated time of arrival of the Company's erection & dismantling crew and to ensure that the site is fully accessible & ready for erection on delivery, or that the site is accessible for dismantle and that all are marquees cleared of any equipment and/or exhibits not being the property of the Company. In the event of non-compliance with this condition, the Company reserves the right to clear such equipment and/or exhibits and the Client will indemnify the Company in respect of all labour charges and delays thereby incurred. Furthermore the Company will not accept responsibility for any loss or damage of such property which may subsequently occur. If the Company is not able to erect or dismantle their equipment at this time due to the tent not being cleared or being unable to access the site the hire charges will continue to accrue and the Client will indemnify the Company in respect of its reasonable costs in any aborted visit to the site.

### Cancellation

Either party shall have the right to terminate this Contract without penalty within seven days from the date hereof subject to written confirmation of such termination being given by one party to the other within such period. In the event of such termination by either party the Company shall refund to the Client all sums paid by the Client to the Company by way of deposit or otherwise. Once the period of 7 days referred to in the preceding clause has passed should either party cancel the Contract compensation will be paid of **50%** of the hire charge, if the Client cancels pursuant to the preceding clause and the Company is able to re-let the Equipment then the Client shall not pay the full cancellation charge but an administration charge based on costs incurred by us re-letting the Equipment, which in any event shall not exceed **20%** of the hire charge. In the event of the Client desiring to cancel the contract within 4 weeks of the delivery date the charge will increase to **75%** of the hire charge, and if the cancellation is 2 weeks prior to the delivery date the compensation will be payable at the full hire charge.

### Exclusion of Liability

The Company will make every effort to complete the erection of the Equipment on or before the commencement of the Use Period, provided that the Client has complied with the undertakings set out above. If the Equipment is not erected before the commencement of the Use Period the Client shall have the right to withdraw and the Company shall return all monies paid. If the Equipment is not erected because of delays due to bad weather or other circumstances beyond its reasonable control the Company shall not be liable to pay further compensation to the Client.

The Company will take all reasonable care to avoid any damage to the Clients' own equipment but cannot be responsible for any loss suffered by the Client in respect thereof other than as a result of the negligence of the Company's servants, agents or contractors. The Company will not be responsible for and the Client will indemnify the Company against all claims for injury to persons or loss of or damage to property howsoever caused unless it is proved that such injury or damage is caused by faulty material or workmanship or negligence on the part of the Company. The Client will indemnify the Company and keep the Company indemnified against any demand or claim made or any action or other proceeding brought against the Company arising out of or in connection with any dispute as to then ownership, loss or damage of goods stored/placed in or on the hired equipment and against all and any cost charges expenses damages or loss incurred or suffered or becoming payable by the Company in or in connection with or as a result of any such demand claim or action or other proceedings as aforesaid.

The Client is wholly responsible for any destruction, loss or damage howsoever caused to all or any part of the hire equipment during the time the hire equipment is in the Clients possession and/or arising out of any cause and in the event of any destruction, loss or damage agrees to indemnify the Company the full cost of any repair or replacement to the equipment (save that the Client shall not be held liable for any destruction, loss or damage caused by the Company's employees whilst on the Clients premises or site) Goods and equipment belonging to parties other than those of the Company that are stored or placed in or on the hired equipment shall not in the event of loss and damage be the responsibility of the Company whatsoever and howsoever arising