

# *Fairytale Marquees*

Custom Marquee and Event Hire Solutions

## **Hire Agreement**

### **1. Booking**

#### **1.1. Hire period**

The hire period is the date(s) that is shown on the quotation as the 'Event date'. Use of the equipment on days after the install date and before the strike date, other than to decorate, 'set-up' and pack away, is not permitted.

In the event that the equipment is used for days other than those stated, further reasonable charges can be imposed on the client by Fairytale Marquees to cover wear-and-tear and any support requiring a call-out will be chargeable at a rate of £60+VAT per person per hour and is subject to availability.

#### **1.2. Making a booking**

The equipment inventory must be checked by the hirer and a confirmation e-mail sent to Fairytale Marquees stating any corrections or accepting the inventory as it is. Within this e-mail a request to confirm the booking should be made.

Upon this request an invoice for the deposit (25% of total hire fee) shall be sent to the client immediately upon an order being placed. The client shall also be aware that the hire is not confirmed until the deposit is received as cleared funds. The balance payment is due as cleared funds with Fairytale Marquees before the event date stated on the quotation.

#### **1.3. Cancellation**

In the event of a full cancellation **OR** partial cancellation (i.e. items removed from the inventory) the following charges will be invoiced to the customer to be paid by the date of the hire. All cancellations will include the loss of the deposit.

- Cancellations more than 28 days before the time of hire – no further charge.
- Cancellations between 14 and 28 days before the time of hire – 20% of the total hire charge.
- Cancellations less than 14 days before the time of hire – 55% of the total hire charge.

## 2. The site

### 2.1. Requirements

All quotations given by Fairytale Marquees are under the assumption that the site for erection is level and of a firm stature. The entrance to the site should be of sufficient size for a large vehicle and its load.

It is also assumed that the area in which the marquee is being erected is of a suitable size, clear of any animal faeces and clear of obstructions. If access to the site is prohibited due to ground conditions, Fairytale Marquees reserves the right to alter the location of the marquee to a position that is reasonably accessible.

### 2.2. Delays

Fairytale Marquees reserves the right to charge the client if delays are encountered as a result of the site not being ready at the time and date agreed. The hourly charge will be £100.00 and will be divisible to the nearest half hour.

### 2.3. Damage

The company cannot be held responsible for any damage caused to the site included buried features unless clearly marked by the hirer.

The hire charges do not include any repairs or making good to the site that may be required.

## 3. Third party cross hires

Fairytale Marquees does not accept liability for equipment failures from any of its 3<sup>rd</sup> party suppliers (i.e. toilets, generators, refrigeration trailers). If the quotation has been accepted by the client in the form of a deposit being paid to Fairytale Marquees against the referenced inventory, it is assumed that the client has approved the 3<sup>rd</sup> party contractor and the equipment they supply, and any grievances will be taken up directly with that supplier.

## 4. The responsibilities of the client

- The client is liable for any loss or damage to the equipment during the period of hire and **MUST** take out insurance for all of the equipment on-site for the entire duration of the hire including installation and removal days.
- The client shall provide clear indication as to where the equipment should be placed. Alternatively Fairytale Marquees will set up where it sees fit.
- Only Fairytale Marquees shall have authorisation to alter any part of the equipment prior to, during or post erection i.e. the removal of guy ropes is NOT permitted.
- If the client purchases a damage waiver from Fairytale Marquees, the client will be covered for theft, fire, accidental and malicious damage on Fairytale Marquees property only. Cross-hired equipment, namely generators, toilets and refrigerator trailers are not covered.
- The client must leave the marquee in a clean and tidy state, free from any items not belonging to Fairytale Marquees. This also includes litter, glassware, **vomit** and

spillages. Time spent by Fairytale Marquees employees clearing items from the marquee will be chargeable at £20.00+Vat per employee per hour.

### **5. Third party liability**

Fairytale Marquees will not be responsible for, and the client will indemnify the company against all claims for injury to persons or loss or damage to property however caused unless it is proved that such injury or damage resulted from faulty materials, workmanship or negligence.

### **6. Force Majeure**

Whilst every effort will be made by the company to complete any orders, the company cannot be held liable for non-completion of orders due to matters beyond its control.

Please sign below if you have read, and agree, to all the terms and conditions.

Signed.....

Print Name:.....

Dated.....