

Anniversary Marquees Terms of Business

**In these terms Anniversary Marquees and their agents are referred to as 'the company'
The hirer of the relevant equipment is referred to as 'the client'**

1. The company will send a written quotation, invoice and booking form as confirmation of order. The contract is made once a completed booking form and 20% deposit has been received.
2. Quotations are subject to the equipment being available on receipt of the booking form and deposit. Although every effort will be made to supply goods as ordered the company reserves the right to substitute equipment of a similar size and quality.
3. All quotations assume the site is reasonably level, firm and grassed with easy access for vehicles and that have no cables, drains, pipes or other services that are concealed beneath the surface and there are no overhead obstructions to impede assembly. If in the view of the company the site does not comply with these assumptions, additional charges could be applicable. We accept no liability for under surface damage. It is vital that the client informs the company of any under surface utilities such as cables, drains, pipes etc prior to marquee assembly.
4. The hire charge quoted does not include making good unavoidable damage to the site incurred during assembly or dismantling of equipment. Whilst this will be kept to a minimum, the client must accept that some ground disturbance is inevitable through use of the hired marquees and associated equipment.
5. The client must ensure that the proposed site is clear from pet & animal excrement prior to marquee build. All pets & animals especially dogs must be kept away from the marquee structures during assembly. If the chosen venue is not the property of the clients then arrangements must be made with the venue to ensure pets & animals are kept within these guidelines. If the site is in an unfit state due to animal excrement or roaming pets the company will request from the client the cleaning and clearing of the site prior to starting work.
6. The client is responsible for choosing the site on which the equipment is to be sited and will provide a detailed position plan to be received by the company at least two days prior to the date of assembly, or will ensure that a representative is on the site at the time of assembly, or the site is clearly marked. If the hirer does not do so, the company will site the marquee equipment as it thinks fit. If the company's personnel are delayed as a result of the site not being ready for assembly or dismantling, a surcharge may be levied.
7. The client must not attempt to assemble or dismantle any of the company's equipment or alter it in any way.
8. Prior to marquee assembly or dismantle the client is responsible for obtaining permits or giving any notices required to any authorities necessary and must make any applications which may be required to the planning authority, district surveyor, police, fire brigade or similar authority or organisation. If required the client is also responsible for paying admission fees or obtaining passes for site access for company staff to access the relevant marquee equipment. The client is responsible for any additional costs incurred by the company from delays or modifications arising from failure to comply with this condition.
9. Written notification of cancellation must be given by the client. Penalty charges are as listed below:

31 days notice and more	- 20% deposit retained
15-30 days notice	- 50% of total charge
14 days and less notice	- 100% of total charge
10. The client is responsible for any damage to or loss of the company's equipment during the period of hire, ordinary wear and tear accepted. The period of hire begins on delivery of the equipment to the client's chosen site and continues until removal and includes assembly and dismantling time. The client will be responsible for the equipment once on site and must ensure that framed structures and marquees are completely closed when not in use. In particular, adhesive tape other than PVC insulating tape must not be used on any part of the equipment.
11. If the company's equipment is damaged, lost or stolen during the period of hire, the client will be responsible for the full replacement cost. This must be paid within seven days of the notification of cost by the company.
12. Unless advised in writing, the company will assume the client does not require a Damage Waiver of 5% of the total hire charge for 'all risks cover' of marquees, pavilions and furniture, to cover against A. Theft B. Vandalism C. Fire and explosion D. Storm and Tempest.
13. The client is not entitled to assign this contract without the prior written consent of the company.
14. The company is entitled to assign or subcontract all or any of its rights and obligations.
15. While the company will make every effort to carry out all orders, it will accept no liability for failure to do so as a result of any act of God, strikes or riots or other disturbances, fire, flood, storm, restrictions on transport, fuel, power or material or labour shortages or any other cause beyond the company's control.
16. The company reserve the right to alter the date and time of assembly and dismantle according to its varying work load and prevailing weather conditions. Liability for delay, or contract uncompleted due to adverse weather conditions or any cause beyond company control will not be accepted.
17. The company's Payment Terms are 20% deposit upon booking then strictly C.O.D. or Cheque upon set up completion. This payment must be made once the marquee assembly and associated equipment is completed before staff leave the site prior to event start. The company will not accept lost or forgotten payments, if this situation occurs it must be rectified before the event begins. Due to the nature of temporary event installations the company reserves the right to void the contract at the site if these payment terms are not met.
18. Any purchased goods that are supplied for a contract remain as property of the company until invoices are settled in full.
19. Any variation to these terms must be agreed in writing.