Terms & Conditions of Hire.

In regard to the following Terms and Conditions **Amelia Marquees** shall be referred to as “The Company” and the client wishing to hire equipment and or Marquee structures shall be referred to as “The Hirer and or The Client".

1.BOOKING

1.1 – Once The Company has received either verbal and or written consent from the Hirer/Client to confirm the booking then the booking is accepted by The Company and both parties agree to abide fully by the Terms & Conditions set out by The Company. The Hirer/Client is fully liable for any and all parts taken on set out in the Terms & Conditions by The Company. Neither a written contract is supplied or signed for the verbal/written agreement/contract to be fully enforceable

2. PRICE & PAYMENT

2.1 - If the proposed event is to be held the same year as when booked, a non-refundable deposit of 50% of the total amount of the booking would be due to secure the date and equipment for hire. If the event is not in the same year then a 25% deposit would be due with an agreed payment plan set up between the Hirer/Client and the Company. The full balance of any booking must be paid 2 weeks prior to the event date, where possible, unless otherwise agreed with the Company. Payments can be made via bank transfer, cash or cheque. Full receipts are issued where any payment is made and completed to the Company. If payments are not made on time, bookings will be at risk of cancellation. For cancellations please see Clause 12.

3. INSURANCE & DAMAGES

3.1 - The Company insurance covers the equipment owned by the Company for all risks excluding theft, wanton damage or vandalism. The Hirer/Client shall be responsible for any costs that occur when replacing or fixing any equipment that are missing or damaged.

3.2 - All equipment must be left in the same condition as originally supplied by the Company. If the equipment is not left in the same condition, cleaning charges may apply.

3.3 - If tape or any other temporary fixing adhesive is used anywhere on the marquee structure or equipment supplied then a minimum charge of £50.00 will be levied for cleaning any residue due to be charged and paid immediately.

3.4 - Security of unattended equipment is the full responsibility of the Hirer/Client especially if the site is not the Hirers/Clients land. We strongly advise that the Hirer/Client arranges security for the duration of the hire period as loses/damage will not be covered by the Company Insurance.

3.5 - The Hirer/Client will be responsible for all equipment hired until collected by Company employees. If there is a delay in collection other than arranged then the Hirer/Client must ensure that all equipment is secured in order to prevent theft/damage.

3.6 - If the Company cannot gain access to equipment hired for whatever reason then this will remain the responsibility of the Hirer/Client until such times at it can be collected.

3.7 - The Companies public liability insurance insurers the Company for up to 5 million pounds. For further details on this please contact the Company.

4. UNDERGROUND SERVICES

4.1 - It is the Hirers/Clients responsibility to provide the Company with detailed up to date plans of the location of any underground services (Gas, Water, Electricity etc.) that could be damaged by marquee stakes used to secure the marquee. The Hirer/Client will be responsible for any costs associated in the event of repair to unmarked/unidentified services and associated costs relating to their interruption resulting from not being identified to the Company. The Company will not be held responsible for the cost of any sort related to these matters.

5. WEATHER

5.1 - If extreme weather is forecast during the hire period and the Company concludes the risk to go ahead is too strong then the Company has the right to decline the erection and use of the structure and or equipment agreed for hire. This is for the safety of all concerned.

5.2 - The Company monitors wind forecast/Weather reports daily and if gusting winds which exceed those set out in the manufacturer's specifications are predicted we will endeavour to contact the Hirer/Client and give full advice on the best action to be taken with the possibility of clause 4.1 being implemented if necessary.

The Hirer/Client will be liable for the full hire fee in the event of late cancellation due to weather.

The Hirer/Client must be aware of this possibility especially during the winter months and any other times of regular adverse weather.

5.3 - If the marquee is already erected once severe weather conditions start, evacuate the marquee immediately and once safe call the Company on the following number 07756 152795. If agreed safe to do so, please ensure all entrances and sides are fully sealed where possible to avoid wind getting into the marquee and building up any pressure. The Hirer/Client must ensure, where possible, all sides and ends are fully closed when the marquee is not in use, provided no safety aspects are breached.

6. MARQUEE STRUCTURE

6.1 - When the marquee has been erected and all exits or openings agreed, this should not be altered or tampered with in any way unless by a competent staff member of the Company or agreed between the Hirer/Client and the Company, at the Hirers/Clients responsibility as this may render the structure unsafe. If the marquee becomes unsafe due to tampering the Hirer/Client will be responsible for any damages or injuries and the Company will remove the equipment with immediate effect.

6.2 - All of our weights and stakes are clearly visible and marked when and if possible, if any of these are worked loose due to the weather or are tampered with, please inform the company straight away on 07756 152795.

6.3 - If the Hirer/Client wishes to add decorations or equipment to the marquee structure it must be cleared with the Company before doing so as the Hirer/Client will be held fully responsible for any damage if and where applicable. The Hirer/Client is also responsible for the removal of all personal/additional items added/installed in the marquee prior to the marquee removal. Any obstruction/delay in the removal of the marquee may incur a charge levied by the Company.

7. SITE SUITABILITY

7.1 - It is expected that if the Hirer/Client wishes for flooring to be ordered prior to a site visit performed by the Company, then the ground at said event site will be flat enough and level enough to accommodate the type of floor requested by the Hirer/Client.

7.2 - The Company cannot be held responsible for any uneven finish to the floor caused by pitting or bumps on the surface beneath, the Hirer/Client will be shown all potential problems in the area when the site visit is performed and if not happy or no suitable space can be used then the Hirer/Client should arrange to level surfaces as much as possible prior to marquee erection or contact the Company to arrange levelling on the Hirers/Clients behalf.

7.3 - The Company do not advise carpet to be fitted on concrete as if there is poor drainage there is the potential for the carpet to become wet. The fixing of said carpet can also be tricky to complete and is not advisable. The Company takes no responsibility if this is the case. There may also be additional charges for weights on hard ground so please advise the Company in advance of ground type.

7.4 - We Require at least a 0.5m space around the whole of the marquee to secure the structure

7.5 - If a site visit is not conducted by the Company and the Hirer/Client wishes to confirm the booking anyway then it is the responsibility of the Hirer/Client to ensure the marquee and all equipment will suitably fit into the space. For information on site requirements speak to the Company who can advise you further.

7.6 - Ideally the marquee needs to be set up on a clear, level and flat space, if there are any issues such as height differences, levelling issues, height obstructions etc., it is the Hirers/Clients responsibility to let the Company know in advance.

7.7 - If the marquee build is delayed or cancelled due to the site being ill prepared this may result in loss of the booking deposit and the Company cannot be held liable.

7.8 - All obstructions and debris including fouling by dogs must be removed prior to the install and the removal of all hired equipment. Failure to do so may result in the cancellation of the booking at any point without due notice.

7.9 - If the Hirer/Client intends to have the marquee butted or attached to a building this MUST be discussed and approved with the Company before confirming any booking.

7.10 - It is the Hirers/Clients responsibility to ensure there is clear access to the site. If there is limited access or equipment is to be carried through a building and or property, the Company must be informed before booking. Adequate parking no more than 20m from the site must be provided by the Hirer/Client. If this is not possible, it must be cleared with the Company before confirming any booking.

7.11 - As standard, any power required for electrics for the said event will be run from plug points provided by the Hirer/Client no more that 30m from the site. If this is not possible an alternative power source must be organised by the Hirer/Client although the Company is happy to provide a generator where applicable at the said cost.

8. HEALTH & SAFETY

8.1 - For the safety of all concerned, the Hirer/Client may not enter the structure during the time the Marquee is being built.

8.2 - The Company cannot be held responsible for any injury or damage sustained by the public in or around the marquee during the hire period.

8.3 - Under no circumstances should the Hirer/Client alter or tamper with any electrical appliance or power lead following installation by any of the Company's staff. This includes extension cables.

8.4 - The Hirer/Client should not "plug in" any electrical appliance or power lead to existing extension cables without first discussing this with a Company representative as this can lead to mains power being overloaded resulting in tripped fuse boxes. The Company will not be held liable for any damage caused by overloading electrical circuits in the event uncleared/unagreed electrical items are plugged into the system.

8.5 - A full health and safety brief will be provided on the day of installation along and a risk assessment supplied if needed.

9. FURNITURE

9.1 - In certain cases the Company may not be able to arrange the hire of furniture, in this case the furniture obtained will be from another party and as such if delivered by the Company then will be stacked safely inside the marquee and it will be the Hirers/Clients responsibility to arrange it into place.

9.2 - The Hirer/Client must ensure that all furniture hired is clean and where possible is left stacked collectively ready for collection following use.

9.3 - All furniture hired will be counted in and out with any shortages, damage, breakages, anything different from the state of hire charged to the Hirer/Client.

10. HIRERS RESPONSIBILITY

10.1 - The Hirer/Client is responsible for agreeing a checklist of all stock hired after consulting with a Company representative once the marquee has been installed and in agreeing this checklist agree to abide by any terms and conditions of the hire therein.

10.2 - The Hirer/Client shall not use cooking equipment, lighting or electrical appliances or decorate the interior/exterior of the marquee without prior consent from the Company. Any damage/soiling resulting in such use that may require repair or cleaning will be charged to the Hirer/Client. The Hirer/Client shall not allow anyone to smoke inside the marquee or in or on any of the additional equipment hired.

10.3 - The Hirer/Client immediately enters into a verbal contract to agree to abide by and fully understand all terms and conditions stated here in full once verbal and written confirmation of the booking has been received.

11. LIABILITY

11.1 - The Company will not accept Liability and the Hirer/Client will be liable for part/full hire fee listed in the following:

(1) When the marquee build is delayed or cancelled due to the site being inaccessible, ill prepared or in any instance where the site is deemed unsafe by Company representatives.

(2) Delay or cancellation due to adverse weather conditions.

(3) Delay or cancellation due to the Hirer/Client not obtaining appropriate permission from the public or local authority.

(4) If the marquee cannot be erected due to adverse weather conditions the Company will do its best to re arrange the booking depending on availability.

(5) Delay or interruption to the install or removal of the marquee and or any other hired equipment which directly results in altered/delayed timescales/plans for the Company.

12. CANCELLATION BY CUSTOMER

12.1 - If the Hirer/Client wishes to cancel their booking, the Company must receive it in writing to Ameliamarquees@hotmail.co.uk with a full 28 days notice. If the cancellation is made prior to 28 days before the date of the booking then any monies paid minus the non-refundable deposit may be liable to be returned if agreed and approved. If the cancellation is made within 28 days of the date of the booking then the Hirer/Client is not entitled to a refund of any monies paid and if any outstanding monies for the booking are outstanding and due then the Hirer/Client will still be liable for this payment.

13. FORCE MAJEURE

13.1 - While every effort will be made by the Company to carry out any order/booking accepted, the full performance of it is subject to variation or cancellation by the Company consequent upon Acts of God, War, Strikes, Riots, Lockouts or any other disturbances.

Fire, Flood, Storm, Gale or Tempest restrictions on the use of Transport, Fuel or Power. Requisitioning Storage of material or transport or labour or any other cause beyond the control of the Company.

14. POWER

14.1 - If the Company is supplying a generator then the Hirer/Client is fully responsible for supplying the Company with accurate power requirements for any external equipment being used. If the Hirer/Client plans on using the generator for any third-party equipment, the Company must be notified with accurate power requirements before the event. The Company takes no responsibility for power failures and or any damage caused due to external equipment faults. As standard if a generator is not provided the Company assumes power is supplied on site by the Hirer/Client and as such is in need of no attention by the Company. The Company takes no responsibility for the security, safety, legality and or any damage of said power point used on the Hirer/Client's property, land, chosen venue or otherwise located.

For additional discussions/clarity of any matters the Company can be reached at the following contact details listed below:

Mr James Barnett – Managing Director of Amelia Marquees

By Phone – 07762 623245

By Email – Ameliamarquees@hotmail.co.uk

By Web – www.Ameliamarquees.co.uk

By Letter – Amelia Marquees, Unit 4/6 Berryfield Farm, Ashendon, HP18 0SD