



## STANDARD TERMS AND CONDITIONS

**SKY MARQUEES their subsidiaries, sub-contractors, agents and or representatives are referred to in these Standard Terms and Conditions as the 'Owner'. The 'Hirer' is the person, representative, company, firm or the like hiring the Owners Equipment. The 'Site' is the general location in or on which the Owner provides the Equipment to the Hirer. The 'Equipment' is any item or service supplied by The Owner to the Hirer.**

1. These Terms and Conditions apply to all contracts entered into by the Owner and shall not be excluded by any other Terms and Conditions whatsoever.
2. A Quotation given in writing will be binding by the Owner. The written Quotation will remain open for a period of twenty-eight days from the date on the Quotation unless shown differently. Any confirmation from the Hirer received after a period of twenty-eight days may be subject to price alteration.
3. A Quotation is accepted by the Owner either in writing or verbally from the Hirer. If equipment and the date are available at the time of the Hirer's booking, the Owner will issue a Confirmation of Booking along with a Deposit Invoice if applicable. Only on return of a signed Confirmation of Booking and the deposit payment, if applicable, will the booking become secured. These Standard Terms and Conditions are deemed to have been read and accepted by the Hirer on signing of the Quotation/Confirmation of Booking/Contract.
4. Alterations and amendments to the Quotation/Confirmation of Booking/Contract are accepted without charge for a period up to 28 days prior to the event.
5. Around twenty eight days prior to the event, the Owner will contact the Hirer to confirm the final requirement. A Contract will then be issued. The Owner reserves the right to make a charge for any amendment made after the issue of the Contract.
6. The Site is to be suitable for the intended use and must have ease of access for heavy motor vehicles. Unless stated, a Quotation will not allow for restricted access or delivery to any other than the ground floor or adjacent to the position of the marquee. If not specifically stated, the price for furniture does NOT include setting out. Setting out of furniture is available at an additional cost if required. It is the responsibility of the Hirer to inform the Owner prior to delivery, if any requirements of this clause cannot be met and/or if furniture is required to be set out.
7. It is the responsibility of the Hirer to make all arrangements for ease of access. The Owner will make all attempt not to damage the surface of the Site but the Equipment is delivered on commercial vehicles which will mark and damage some surfaces. The Owner will accept no responsibility whatsoever for any damage caused to the Site except in the form of negligence by the Owner.
8. With regard to marquee hire, the Hirer is totally responsible for providing all details of underground and or hidden apparatus that exist on the Site and these are to be clearly marked. Ground stakes may be driven up to one

metre into the ground. Should the Hirer not provide these details, the Owner will assume underground or hidden apparatus do not exist and will proceed with the marquee build as normal.

9. Any loss or damage arising from the Hirer failing to comply with 6, 7 & 8 above will be the entire responsibility of the Hirer and the Hirer is responsible for repairing and making good any damage caused to the underground apparatus and the Site.

10. It is the responsibility of the Hirer to be present to accept delivery of the Equipment.

11. The Hirer is to be satisfied with the Equipment prior to the Owner leaving the Site and will be asked to sign an Acceptance Form. Any query or complaint must be made immediately to the Owner and followed in writing within 3 days.

12. Should the Hirer return to site to alter or amend any Equipment previously accepted, the Owner reserves the right to make a charge for this service.

13. The Owner reserves the right to vary the charges shown on the Quotation/Confirmation of Booking and/or Contract for waiting time, restricted or obstructed access, delivery to other than the ground floor, increase in charges for labour, equipment, material or transport costs before or during the hire which for whatever reason was beyond the control of the Owner.

14. The Hirer is totally responsible for all Equipment supplied by the Owner from the time of delivery, erection or collection, until collection, dismantling or return. Any damage or loss will be charged to the Hirer and is to be paid for immediately upon receipt of an invoice from the Owner.

15. The Hirer will not attach to or suspend from the Equipment supplied, anything additional, without first providing to the Owner, full details including the weight loading. The Owner will then, and only if satisfied, provide written permission. The Hirer will fully indemnify the Owner against all claims for loss, damage or injury associated with or arising from anything added additionally to the Equipment supplied by the Owner and included in the Quotation/Confirmation of Booking/Contract, even if, written permission has been given.

16. The Hirer will indemnify the Owner against all claims for loss or damage.

17. The Hirer will indemnify the Owner against all claims for injury to any person whatsoever and howsoever caused, unless it can be proven that the Owner was negligent or in breach of any Statute or Common Law.

18. The Owner automatically provides a Damage Waiver to cover major damage and/or loss. The details of this are supplied with the Quotation and are further explained, along with other insurance matters and advice in "Our Advice to Hirers", issued with the Quotation. The Damage Waiver will be charged to the Hirer's final account unless the Hirer informs the Owner in writing at the time of booking that other insurance arrangements have been made. In some circumstances, the Owner may ask to see written evidence that insurance cover is in place. It is understood by all parties that by acceptance of the Quotation/Confirmation of Booking/Contract, the Hirer has read and fully understands these Terms and Conditions and the information given in "Our Advice to Hirers".

19. Substitute items will not be accepted as replacement. Any equipment not returned to the Owner will be

charged for at the new replacement cost.

20. The provision of electrical equipment such as lighting and heating includes for a connection to a supply of power only where stated. Any electrical work associated with connecting electrical equipment to a power supply that is not allowed for in the Quotation/Confirmation of Booking and/or Contract is not included and will be charged for if provided.

21. Delivery and collection are included in the price unless stated.

22. Unless shown, fuel for Equipment including such as Gas Oil or LP Gas is not included in the hire cost and will be charged for as used.

23. With specific regard to catering equipment hire, all catering equipment is to be returned clean unless a prior agreement has been made with the Owner for return of the equipment dirty. For catering equipment returned dirty by agreement, there is an additional charge being 30% of the total catering hire cost. For catering equipment returned dirty without an agreement being made, the additional charge is 60% of the total catering hire cost. Specific to table linen, please be aware that it is easily damaged by cigarette burns, candles, night lights, streamers and stains to name but a few. Specialist stain removal will be charged for but damage can quite easily be beyond repair and any this will be charged for at full replacement value.

24. With regard to any specific catering service provided, the service will be as detailed on the Quotation/Confirmation of Booking and/or Contract. The Equipment required to provide the catering service is included in the cost. The Owner will require the Hirer to provide a guaranteed number of guests prior to the Contract being issued and at least 42 days prior to the event. If this information is not given, the Owner will assume the number of guests allowed for in the Confirmation of Booking/Contract is correct.

25. When Equipment is to be collected and returned by the Hirer, it is to be done so on the dates shown on the Contract. The Owner will charge for Equipment not collected or returned on the due dates.

26. It is brought to particular attention of the Hirer that Equipment must be left safe and secure at all times whilst on hire. This will include for a marquee to remain heated at times during cold weather and all openings closed whilst not in use. This is explained further in "Our Advice to Hirers". The Hirer must make every attempt to reduce any loss by securing all equipment, which may be stolen. If applicable, the Owner will provide further advice before leaving the Site.

27. Should the Owner fail to meet the obligations contained in the Contract then the total liability of the Owner will be limited to a maximum amount being the hire charge shown on the Contract.

28. The Owner reserves the right to vary Equipment should the need arise and will accept no claim for compensation.

29. The Owner will not be responsible for delay or failure to complete any work as a result of the site being unsuitable or unavailable on the day stated for delivery or erection, adverse wind or weather conditions on the day or during days prior, loss or damage to the Equipment by fire or flood or grass sites not having been cut.

30. The Hirer is responsible to make payment strictly in accordance with the payment terms shown on the Contract.

31. The Hirer reserves the right to charge interest at 8% per month on any amount outstanding.

32. The Equipment remains at all times the sole property of the Owner and the Hirer will not sub-hire or part with possession of the Equipment or allow any lien or encumbrance to be created over it.

33. Should the Hirer cancel a Contract prior to commencement of the hire then the deposit payment is forfeited. In addition, the following percentage payments apply. The deposit payment will be deducted from any payment due from the Hirer but under no circumstances shall the cancellation payment be less than the amount of the deposit payment. Prior to forty-two days before the erect/delivery date shown on the Confirmation, the Hirer shall immediately pay to the Owner a sum being 10% of the total charge shown on the Contract. Should the Hirer cancel a Contract within forty-two days before the erect/delivery date shown on the Contract, then the Hirer shall immediately pay to the Owner a sum being 50% of the total charge shown on the Contract. The Hirer is required to pay the full amount shown on the Contract for any cancellation made within 7 days of the erect/delivery date shown on the Contract.

34. The Owner will accept no responsibility or liability for non fulfilment of the Contract due to war, civil commotion, riot, adverse weather conditions, force majeure, fire, breakages, government controls, priority regulations, scarcity of materials or equipment, labour problems, transport difficulties, acts of God or any other situation which may from time to time arise and is beyond the control of the Owner.

35. Please be advised that if the marquee is to be joined directly onto a building, fixings might need to be installed to enable this. When joining a marquee to a building, we are unable to guarantee that the joint will be totally waterproof. Whilst every attempt will be made to do so, the Owner will not accept any claim for loss of use or damage in this respect.

36. A marquee is a temporary structure with little in the way of insulation. There may therefore be times when condensation results. A lining can be installed to prevent this but the Owner will not accept any Claim for loss of use or damage in this respect.

37. Fuel for such as heating and generators will be calculated for the duration of the event only. Such is also the case for toilet facilities. If you intend to use the Equipment any longer than this, it is the responsibility of the Hirer to inform the Owner and the necessary arrangements will then be made.

38. In the case of any cancellations due to any reason including Covid-19, we do not offer any refunds on the deposits. We are happy to move your event to another date of your choice.

39. We reserve the right to cancel the booking if the full payment isn't made 7 days before the event.

SKY MARQUEES

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