

MARQCO MARQUEES TERMS AND CONDITIONS

These conditions shall apply to all orders and contracts for the supply of Equipment in the UK by the Company or its authorised agents and if there are any qualifications or variations to these conditions it is important for the avoidance of doubt that such variations should be in writing.

All orders for goods shall be deemed to be an offer by the Client to hire goods in accordance with these conditions and the Quotation.

Definitions

“Company” means MARQCO MARQUEES

“Delivery Date”, “Deposit (if any)”, “Equipment”, “Client”, “Price”, “Site” and “User Period” shall refer to any meanings as set out in the Quotation.

“Period of Hire” means the period from the Delivery Date until the Equipment has been dismantled and removed from the Site as stated on invoice.

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

1. Company Responsibilities

1.1. Deliver the Equipment on the Delivery Date and to proceed to erect it for use on or before the commencement of the Use Period except that if the Equipment is tables, chairs and forms the Company's obligation is limited to delivery only.

1.2. Dismantle and collect the Equipment from the Site as soon as reasonably practicable after the Use Period.

2. Client Responsibilities

2.1. Pay the Deposit (if any) and to pay the balance in accordance with the Quotation.

2.2. Provide the Company a reasonable period of time before the Delivery Date with an accurate plan or details of the knowledge of the site accounting for all relevant 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 to the Site of which it is aware that may take place after the date that the plan is provided.

2.3. Obtain any necessary permission to erect the marquee from the site owner.

2.4. Obtain any necessary licences from the local authority relating to the planned activity within the marquee.

2.5. Obtain planning consent and/or building regulations approval, should this be required.

2.6. 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.

2.7. Not to enter the Equipment while it is being erected by the Company

2.8. Responsible for and shall reimburse the company for any loss of or damage to all hired equipment whatsoever the cause unless the damage or loss is the fault of the company.

2.9. It is recommended that the client provides the company proof of having arranged insurance in their name for their hired equipment at least seven days prior to the delivery date of the equipment; confirmation that the client's household insurance policy covers the hired equipment would be sufficient.

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

2.11. Not to tamper with the structure or any part of the Equipment and in particular not to affix or suspend from the Equipment any item whatsoever without the Company's prior written consent.

3. Variations

3.1. 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 to the client.

3.2. For erection of stake-anchored marquees, erection 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, costs may be incurred to the Company by reason of increase in labour costs or any other factor. Therefore the Company may increase the price in accordance with the Company's published price list and hourly labour rates then in force.

4. Understandings

4.1. 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.

4.2. All sums payable under this Agreement unless otherwise stated are inclusive of VAT and other duties or taxes.

4.3. All sums payable under this Agreement are to be made within a week prior to the installation date. If sums are not received, the Company reserves the right to withhold the agreed services and cancel the Contract.

5. Cancellation

5.1. Either party shall have the right to terminate this Contract without penalty within fourteen days from the date of the contract 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. The Client is therefore advised not to enter into any other contract that relies upon the hire of the equipment until this fourteen day "cooling off" period has passed.

5.2. Should The Client enter into a contract where the hire period occurs within the subsequent fourteen day period, the standard "cooling off" period does not apply. A refund if any would be offered at the Company's discretion and would be proportionate to any financial costs incurred.

5.3. Once the period of fourteen days referred to in the preceding clause has passed, should the Client cancel the contract the Client will forfeit their non-refundable deposit.

5.4. Force Majeure: Whilst every effort is made by The Company to carry out any contract which has been made it is subject to cancellation or variation due to the vagaries of weather, war, strikes or transport beyond the control of The Company. In this case The Company will contact The Client to discuss appropriate arrangements that result in withdrawal of Equipment.

5.5. Coronavirus/COVID-19: Where restrictions imposed by the UK Government dictate that no hire may proceed, the Company will make arrangements with the Client that includes but is not limited to: an alternative hire date; a revised provision; a full refund of monies paid. Should the Client cancel the Contract where a hire may proceed (subject to any restrictions), the Client will forfeit their non-refundable deposit.

6. Exclusion of Liability

6.1. 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.

6.2. The Company shall also reimburse the Client for any unavoidable additional expenses incurred, except that, if the Equipment is not erected because of delays due to weather or other circumstances beyond its reasonable control, the liability of the Company shall be limited to return of the monies paid by the Client.

6.3. 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.

6.4. The Client agrees to notify the Company of any underground services that may be impacted by the installation of the equipment prior to the installation date. The Company will not accept any liability for damage to underground services except in the case that the Client is able to provide evidence that The Company acted without due care and consideration.