

APF EVENT HIRE LIMITED

TERMS AND CONDITIONS OF HIRE

DEFINITIONS

Company refers to Classic Marquees of Malvern Limited, as well as their sub-contractors and agents.

Hirer refers to the individual(s), business, or representative, hiring Equipment from the Company. Equipment refers to any item hired from the Company, or ancillary item, including but not limited to; Framed Structures, Linings, Lighting, Flooring, Furniture and Furnishings, Heaters, Toilet Units, Generators, Shower Units, Refrigerated or Freezer Units.

Site refers to the location at which the Equipment is delivered (and set up) by the Company, as set out in the Booking.

The Hire Period commences from the Company's arrival on Site at which point the Company begins the setup of the Equipment, and ends when the Equipment is dismantled and removed from Site by the Company.

Booking refers to the order for Equipment placed by the Hirer with the Company, as detailed in the most recent Booking Form or Confirmation of Order. Terms these Terms and Conditions which apply to the Contract to the exclusion of any other

Terms and Conditions which the Hirer may seek to impose or incorporate, and replaces any previous Terms relating to prior dealings with the Company. The Contract between the Company and the Hirer for the supply of Equipment in accordance with these Terms and Conditions.

Force Majeure Event refers to events, circumstances or causes beyond the Company's reasonable control, including but not limited to breakdown failure, restrictions of the use of transport, fuel or power requisition. If any delay of failure results from a Force Majeure Event, the Company shall not be in breach of the Contract, nor liable for delay in performing or failure to perform any of its obligations under the Contract.

1. CONTRACT

- 1.1 Any Booking placed with the Company is an offer by the Hirer to hire the Equipment in accordance with these Terms. It is the Hirer's responsibility to ensure that the Booking is complete and accurate.
- 1.2 The Booking shall only be deemed to be accepted when the Hirer pays the 15% Deposit, at which point, and on which date the Contract shall come into existence.
- 1.3 The Contract is based on the assumption that the Site is reasonably firm, with adequate access for vehicles, that no cables, drains, pipes or other services are concealed beneath the surface and that no overhead obstructions will impede set up. The Company will usually require vehicular access for four-wheel drive vehicles and / or vans with trailers up to 8m in length, and / or lorries up to 17 tonnes.

2. CHARGES AND PAYMENT

- 2.1 The Company shall invoice the Hirer for the balance payment ahead of delivery. The balance is due to be paid in full 7 days prior to delivery. There will be no refunds for Equipment delivered and then not required.
- 2.2 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding. If the Hirer fails to make a payment due to the Company under the Contract by the due date, then the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum at the rate of 8% per annum above the Bank base rate.
- 2.3 The Company reserves the right to add an additional charge by giving notice to the Hirer at any time, to reflect any increase in cost to the Company that is due to;
 - (i) any requests by the Hirer to change the delivery date(s), quantity(s) or type(s) of Equipment ordered.

- (ii) any delay caused by any incomplete or inaccurate instructions of the Hirer in respect of the Site, access, or other suppliers. Or delay caused as a result of the Hirer's indecision in positioning of the Equipment.
- (iii) the Hirer choosing to reposition equipment after such time as it has been marked out / set up in position.
- (iv) the Hirer not raising concerns regarding Site access when prompted or making any changes to the Site.
- (v) the Hirer not supplying additional information as requested by the Company within a reasonable time frame, or supplying inaccurate or incomplete information.
- (vi) the Equipment being left in an unreasonable condition, including but not limited to vandalism, and/or being soiled by blood, faeces and/or vomit.
- (vii) a call out being made that results from the Hirer's negligence or misuse of Equipment.
- (viii) Increased running costs eg: Fuel/Staffing

- 2.4 Written notification of cancellation must be given to the Company by the Hirer. If cancelled within 14 days of the event date, full charges will apply. If cancelled between 15 – 30 days prior to the event, 50% of the total hire charge will apply, and more than 30 days' notice an charge of 10% will be made and the 15% deposit will be retained.
 - (i) In the eventuality of a continuation of government restrictions on hosting events, gatherings, or wedding ceremonies as a result of the Coronavirus Covid-19 Pandemic, resulting in it being unfeasible for the event to continue, the Hirer has the right to reschedule the event before the Hire Period has commenced. Any payments previously made by the Hirer to the Company may be used by the Hirer to create a new Booking on a mutually agreed date in the future.

3. INSURANCE

- 3.1 Insurance of all goods supplied by the Company shall be the responsibility of the Hirer, commencing immediately upon delivery of goods to the Site, with the Hirer responsible for, and indemnifying the Company against, any loss of or damage to all hired equipment whatsoever the cause. The Hirer must provide to the Company proof of having arranged insurance in their name for their hired Equipment at least 7 days prior to the Hire Period.
- 3.2 A Damage Waiver of 5% of the total hire fee is automatically charged, unless otherwise advised in writing it is not required.
- 3.3 On payment of the Damage Waiver fee, the above clause 3.1 will not apply. Please note the Hirer will remain responsible for the first £1,000.00 of any loss and for all/any loss or damage resulting from their negligence or legal liability.
- 3.4 Invoices must be paid in full before the event for the damage waiver to apply. Unpaid events will not be insured.
- 3.5 Toilets/Heating and Generator hire are not included under our insurance or the damage waiver. Any damage caused by these items to our marquees or equipment will be the hirer's responsibility.
- 3.6 The Hirer shall during the Hire Period be responsible for maintenance and safe custody of the Company's Equipment on site. The Company will be allowed to seek from the Hirer any loss or damage that is caused (other than fair wear and tear) at current replacement rates, as a result of any breach by the Hirer of their responsibilities in the Contract. The Company cannot accept responsibility for the safety of the Hirer's own belongings stored or housed in their Equipment.

APF EVENT HIRE LIMITED

TERMS AND CONDITIONS OF HIRE - CONTINUED

4. DELIVERY AND SET UP

- 4.1 The Company shall supply the Equipment to the Hirer as detailed on the Booking
- 4.2 Furniture bookings are kerbside deliveries only. Additional charges will apply for deliveries with a long carry distance or up flights of stairs.
- 4.3 Any dates quoted for the delivery of the Equipment are approximate only and the time of delivery is not of the essence. The Company shall have no liability for any failure to deliver the Equipment to the extent that such failure is caused by a Force Majeure Event or the Hirer's failure to provide the Company with adequate delivery instructions, or any other relevant instruction.
- 4.4 The Hirer must accept that on delivery and set up of Equipment some small amount of damage may be caused to the Site upon which the Equipment is set up, as well as to the surrounding area. The Company will do their best to limit this damage but shall not be held liable.

5. THE COMPANY'S RESPONSIBILITIES

- 5.1 The Company will have delivered and set up the Equipment within 24 hours of the event date unless different delivery date has been agreed and except if the Equipment is furniture the Company's obligation is limited to delivery only.
- 5.2 The Company will allow the Hirer reasonable time to inspect the Equipment after it has been set up and satisfy themselves that the Equipment is in good condition and complete and fit for the purpose for which it is intended. The Hirer will inform the Company as soon as they reasonably can after the Equipment has been set up if the Hirer believes there is a problem, and allow the Company an opportunity within a reasonable time to repair or replace the Equipment.
- 5.3 The Company shall dismantle and remove the Equipment from the Site as soon as possible after the end of the event, but time shall not be of the essence for the Company to do so. Until such time as the Equipment has been removed, the Equipment shall continue to be the responsibility of the Hirer.
- 5.4 The Company may transfer their rights and obligations under the Contract to a third party. The Company will inform the Hirer if this happens and will ensure that the transfer does not affect the Hirer's rights.
- 5.5 The Company reserves the right to refuse to set up Equipment in high winds, inclement conditions or a Force Majeure Event, however every effort will be made to fulfil the Contract with the Hirer.
- 5.6 The Company will use its best endeavours to supply the Hirer with the Equipment in accordance with the Booking. Where this is not possible the Company will notify the Hirer as soon as possible of any necessary alterations to the Equipment. Where the alteration is fundamental the Hirer may terminate this Contract and the Deposit paid will be refunded.

6. HIRER'S RESPONSIBILITIES

- 6.1 The Hirer agrees that they will, during the Hire Period in which the Equipment is in their possession;
 - (i) use the Equipment solely for the purposes for which the Equipment was designed.
 - (ii) not tamper with the Equipment or attempt to remove/move it, alter or make additions to it, deconstruct it or in any other way interfere with the Equipment.
 - (iii) not affix or suspend any object from the Equipment unless the Company has agreed this with the Hirer in writing.
 - (iv) not enter or allow anyone else to enter the Equipment, or the surrounding environment on the Site, whilst it is in the process of being set up or dismantled.
 - (v) allow the Company or authorised representatives access to the Site or any premises at any time where the Equipment is

located for the purpose of installing, servicing and/or removing the Equipment.

- (vi) not use any lighting, heating, cooking or any gas or electrical appliances within or close to the Equipment unless the Company has agreed this with the Hirer in writing.
 - (vii) keep any part of the Equipment that is a framed structure completely closed and secure with door entries in place and fastened when not in use and at the end of the event.
 - (viii) use and store all Equipment that is not intended for outdoor use within a fully enclosed and secured structure.
 - (ix) provide adequate firefighting Equipment deemed necessary for their event.
 - (x) not artificially heat the Equipment without the Company's written consent
 - (xi) immediately report any damage, loss, vandalism or defect to the Equipment to the Company and where appropriate to the police.
- 6.2 In order to erect the marquee safely we need to secure it to the ground using 2' long stakes at approximately 10' (3 metre) intervals. The Hirer must accurately inform the Company in advance of the setup of Equipment of the location of any underground services. In failing to do so, the Hirer accepts responsibility for damage to any underground services.
 - 6.3 The Hirer is responsible for ensuring that the Site is suitable for the setup of Equipment, including ensuring that the marquee is being installed on grass and the site is clear from all and any objects and debris, flooding and animal faeces. If the Site is not suitable for set up of Equipment the Company reserves the right to terminate the Contract.
 - 6.4 The Hirer is responsible for giving notice to, or obtaining permission from Local Authorities or Site owners prior to set up if required. Any costs incurred from the absence or misrepresentation of the permission to the Company are payable by the Hirer.
 - 6.5 The Hirer or a representative must be on Site at the start of the Hire Period, unless the Hirer has provided an accurate and detailed plan of where the Equipment is to be Sited in advance and agreed with the Company.
 - 6.6 The Hirer is responsible for ensuring the Company's staff and representatives have access to toilet facilities for the duration of the time they are on site.
 - 6.7 The Hirer accepts that the use of the Equipment by the Hirer, their guests, or anyone else permitted by them to do so is the Hirer's responsibility and that the Company accepts no claim or liability unless it can be proved that such injury, loss, or damage is the result of negligence on the part of the Company. The Company shall not be liable for any damage or injury incurred by any person or property during the Hire Period who use or are in the vicinity of the Equipment.
 - 6.8 As a generator is not supplied by the Company, the Hirer is responsible for ensuring there is a certified and safe power supply, sufficient for the requirements of the Equipment, within fifteen metres of the agreed position of the Equipment on the Site.
 - 6.9 As Heating is not supplied by the Company, the Hirer is responsible for ensuring there is a certified and safe and no damage is done to marquee PVC or Linings. Any damage caused by heating will be completely at Hirer's cost.
 - 6.10 In the event of snow, or should snow be forecast, the Hirer is responsible for heating the interior of framed structures to not less than 12°C. In freezing conditions
 - 6.11 As Toilets are not supplied by the Company, the Hirer is responsible for ensuring there is a certified and safe and that no sewage leaks into the marquee. Any damage done caused by the Toilets will be completely at Hirer's cost.
 - 6.12 Any additional Electric's in and surrounding the marquee are to be installed by an Electrician. The hirer is responsible for checking certification of electrician. Any damage caused by additional electric's will be completely at Hirer's cost.