

MARQUEE HIRE TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. **THE “Owner”** means the Stanton St Bernard Millennium Fund acting as agent for the Village Hall the owner of the Marquee(s)
- 1.2. **THE “Hirer”** is the person hiring the equipment from the Owner as stated on the Booking Form.
- 1.3. **THE “Marquee(s)”** means the marquee or marquees identified on the Booking Form being hired to the Hirer by the Owner.

2. **CONDITIONS** - Unless stated in writing all orders are accepted subject to the Terms and Conditions of hiring stated below and the Hirer by authorising or allowing work to proceed is deemed to have acknowledged this.

3. **ERECTION, DISMANTLING AND DRYING** - The Owner normally provides labour for the erection, dismantling and drying and the cost thereof is included in the Hire charges. In certain circumstances and by special arrangement the Owner will allow the Hirer to erect and/or dismantle the Owner's property and a revised hire charge shall be agreed accordingly. In such circumstances drying will still be carried out by the Owner. The Owner shall be responsible for storage.

4. **ATTENDANCE** - The Hire charges do not include attendance by the Owner's personnel except during the actual processes of erecting and dismantling the Marquee(s).

5. **FORCE MAJEURE** - The Owner cannot be held liable for failure to supply the Marquee(s) due to an Act of God, Fire, Flood, Storm, Gale or Tempest or any other cause beyond the control of the Owner.

6. **CONTRACT** - Only a signed copy of Booking Form will be recognised as a valid agreement.

7. **PAYMENT** - (a) A £50 deposit is required to save the day of your event. (b) Remittance in full is required 14 days before the Period of Hire or before. Payment details shall be found on Booking Form.

8. **LOSS OR DAMAGE** –

8.1. Where erection of Marquee(s) is undertaken by the Owner (a) The Hirer shall during the period of Hire be responsible for the maintenance and safe custody of the Marquee(s) from completion of erection until dismantling. (b) The Hirer shall indemnify the Owner against all loss or damage to the Marquee(s) during the period after erection and before dismantling.

8.2. Where erection of Marquee(s) is undertaken by the Hirer (a) The Hirer shall during the period of hire be responsible for the maintenance and safe custody of the Marquee(s) from collection through to return to the Owner. (b) The Hirer shall indemnify the Owner against all loss or damage to the Marquee(s) during the period after collection through to return to the Owner.

9. **INSURANCE** - The insurance provided by the Owner/Village Hall covers the Marquees against: loss, destruction, damage and death and/or injury to persons or property caused by negligence of the Owner whilst on Village Hall premises and carpark. . The Owner’s liability to the Hirer is limited to the financial amount recoverable by the Owner/Village Hall under its insurance policy.

10. **EXCLUSIONS FROM INSURANCE** - (a) Furniture, equipment and chattels owned by Hirer or third parties - (b) Insurance excess - The Owner/Village Hall insurance cover excludes the first £100 of any claim and this shall be payable by the Hirer where such claim has been made as a result of any action the Hirer or third parties during the Period of Hire. (c) Cover only applies to equipment that is supplied by the Owner/Village Hall. (d) Any (i) breach of the these terms and conditions by the Hirer or (ii) failure by the hirer to report the loss or damage to the marquees arising from fire, theft or vandalism to the police immediately upon discovery and to the Owner

within 24 hours and which in any way affects the Owner's insurance cover the Hirer or its ability to recover losses under such insurance shall indemnify the Owner for any such breach or failure.

11. **THE HIRERS RESPONSIBILITY** - (a) The Hirer should not enter the marquee(s) while the Owner is erecting (unless Hirer is involved in the erection). (b) The Hirer should keep any part of the equipment that is a framed structure or a tent completely closed and secure while not in use during the period of Hire. (c) The Hirer should not tamper with the structure or any part of the equipment and in particular not affix or suspend from the equipment any item whatsoever without written consent of the Owner. (d) The Hirer should not use any lighting, heating, cooking or other gas or electrical appliances of any kind without the previous consent in writing of the Owner. (e) The Hirer is responsible for giving notice to or obtaining permits from any authorities who are or may be concerned and must take application where necessary to the Planning Authority, District Surveyor, Police, Fire Brigade and any similar authority or organization and where appropriate obtain a licence from the Local Authority. (f) If the Marquee(s) are to be used for any event at which persons under the age of 18 will be present then the Hirer shall ensure that a responsible adult is in attendance at all times. (g) the Hirer shall ensure that no Marquee(s) are erected outside of the Village Hall site and carpark.

12. **PERIOD OF HIRE** – The period of hire shall be as stated on the Marquee Booking Form

13. **LIMITATION OF LIABILITY** – Nothing in this agreement shall exclude or limit the liability of the Owner for death or personal injury due to the Owner's/Village Hall's proven negligence or limit or exclude any other type of legal liability that may not in law be excluded or limited.

14. **LIABILITY TO THIRD PARTIES** The Owner will not be responsible for and the Hirer will indemnify the Owner against all claims for the injury to persons or loss or damage to property howsoever caused unless it can be proved that such injury or damage was caused by the negligence of the Owner.

15. **SAFETY AND MAINTENANCE/CARE OF MARQUEE(S)** - The Owner acknowledges that the Hirer is unlikely to have any specialist knowledge on using the Marquee(s) correctly and maintaining it/them. However, the Owner expects the Hirer and the Hirer agrees during the period of hire:
 - (i) to follow any instructions the Owner provides relating to erection, use and maintenance of the Marquee(s); and
 - (ii) to use and maintain the Marquee(s) in a sensible, safe, secure, prudent and careful manner; and
 - (iii) to use, store and maintain other equipment provided by the Owner/Village Hall in a safe and secure manner; and
 - (iv) not to attach or suspend anything from the structure of the Marquee(s) unless the Owner has permitted the Hirer so to do in writing; and
 - (v) not to remove, alter or modify the Marquee(s) or any of the structure of the Marquee(s) unless the Owner has permitted the Hirer so to do in writing; and
 - (vi) to take reasonable steps to ensure that the Marquee(s) is/are not damaged or lost due to bad weather conditions; and
 - (vii) to contact the Owner for advice should the Hirer be unsure as to how to erect (if applicable) use or maintain the Marquees.;
 - (viii) to reimburse the Owner for any reasonable costs or expenses it incurs if the Marquee(s) is/are stolen, lost or damaged whilst in the Hirer's possession,
 - (ix) to understand that the Owner does not guarantee that the final structure of the Marquee(s) on site will be completely watertight;

By booking the Marquee(s) and signing the Booking Form the Hirer is in agreement with and understands these terms and conditions. Please contact the Owner if there is any part you feel you do not understand.