

# **ACME ENTERTAINMENT**

## **Marquee Hire Terms & Conditions**

The following conditions apply to the hire of any item including marquees and any other piece of equipment by us, Acme Entertainment, to you, the customer. In these conditions, the word 'equipment' includes any item hired by us to you.

The terms of these conditions can only be altered with our written agreement. No condition contained in any booking form or other communication by you which is inconsistent with any of these conditions will be deemed to have been accepted unless we have agreed to your condition in writing.

### **Acceptance of Quotation**

No binding contract will exist until you have accepted our quotation in writing (email acceptable) and paid a 25% deposit and we have issued you with a written acknowledgment of your acceptance. Quotations remain valid for 14 days from the date stated on them provided that the equipment is still available.

### **Basis of Quotation**

All quotations are made subject to the following understandings:

1. Hire charges do not include attendance by our employees for any purpose other than erecting and dismantling marquees.
2. Hire charge quotes for furniture and other cater-hire equipment do not include erecting, dismantling or placing.
3. Period of hire means the period for which the equipment is required to be ready for use.
4. The size and surface of the site are suitable for erection of equipment.
5. You have informed us of any drains, pipes, cables or other obstacles which might affect the site. It should be noted that the pegs holding marquees may be driven up to one metre into the ground. You should note that you are responsible for repairing and making good any damage caused to the site by erection or dismantling of any equipment. The site must be cleared of all obstacles prior to delivery of the marquee. If we have to move any obstacles we will not be held liable for any damage as a result of this and further charges may be levied.
6. You will be liable for any additional costs or charges of Acme Castles & Marquee Hire in the event that extra work or equipment outwith the terms of a quotation is required, or the equipment is required or used for any period outwith the period of hire.

## **Payment**

A minimum deposit of 25% of the total hire invoice must be paid prior to ourselves acknowledging the booking. The balance of the hire charge shall be payable by you 10 days prior to the event. If payment is not made on the due date, you shall be liable for interest on any amount outstanding at a rate of 2% per week.

## **Cancellation**

In the event that you cancel the contract, any deposit that you have paid shall be forfeit. In addition, you will be liable to pay the following percentage of the hire charge quoted dependent on the period of notice given prior to date of commencement of the hire. The deposit shall be deducted from the percentage payable.

<u>Period of Notice</u>	<u>Percentage of the Total Hire Charge</u>
More than 90 days	25% or deposit paid, whichever is the greater
61 to 90 days	45% or deposit paid, whichever is the greater
31 to 60 days	60% or deposit paid, whichever is the greater
8 to 30 days	75% or deposit paid, whichever is the greater
Up to 7 days	100%

## **Delay**

We shall not be liable for delay or failure to complete any contracts as a result of:

1. the site being unsuitable or access being unavailable at the time of delivery
2. adverse wind or weather conditions
3. loss or damage to equipment by fire or flood
4. any industrial dispute, lock-out or strike
5. any cause outwith our control
6. grass sites which have not been cut

## **Non-availability of Equipment**

If for reasons beyond our control any item of equipment booked is not available for the period of hire, we reserve the right to substitute an alternative size of marquee or other equipment to meet, as near as possible, your requirements. If we do so you will not have any claim against us. In the event that we cannot substitute suitable alternative sizes of equipment we shall notify you of cancellation of the contract in which event any deposit or other monies paid by you will be refunded immediately, but otherwise no claim shall lie against us.

## **Delivery to Site**

You must have the site available and in a suitable condition for the erection of the equipment at the time of delivery. You should be available personally at the site at the time of delivery and to check equipment and sign the appropriate Delivery Note. If you are not present at the site at the time of delivery:

- a. you will be deemed to have accepted delivery of the items specified in the Delivery Note
- b. we will erect the marquee(s) in such a manner and location as we consider appropriate provided that we shall follow in so far as possible any plan supplied by you and only on gaining access to the site
- c. and we cannot access the site, we will attempt to contact you with contact details that you have provided, however if we receive no response within a reasonable period of time (minimum 15 minutes, longer if time permits dependant on workload) then we have no choice but to leave the premises. If we are contacted within a reasonable period of time, on the day of setup, a re-arranged delivery may be made, although could be subject to further costs, however this cannot be guaranteed and therefore the total job may be forfeit.

If you require us to move any marquee already erected for any reason which is not our fault, you will be liable for an additional charge.

**Ownership** All equipment hired remains at all times the sole property of Acme Entertainment. You may not sub-hire or part with possession of the equipment and you may not allow any lien or encumbrance to be created over the equipment.

### **Care of Equipment**

1. You are responsible for and shall indemnify us against any loss of or damage to all hired equipment whatsoever the cause.
2. You must provide to us proof of having arranged insurance in your name for the hired equipment at least seven days prior to the delivery date of the equipment.
3. Upon payment of the 'Damage Waiver Fee' referred to in the quotation, then the above clauses (Care of Equipment (1) and (2)) will not apply. Please note that you are responsible for the first £500 of any loss of or damage to the equipment, and that you remain responsible for and will Acme Entertainment against any loss of or damage to all hired equipment resulting from wanton damage, your negligence or legal liability. The Damage Waiver option does not apply to furniture.
4. You must ensure that all equipment is adequately heated when necessary so as to protect the equipment from frost, snow or ice damage, and you must ensure that the collection or building up of snow on any equipment is not allowed.
5. Given the risk of damage to a marquee in windy conditions you must take all reasonable precautions to ensure that all openings are firmly closed when not in use and are open only for the purposes of entering and leaving the marquee.
6. All heating and cooking equipment must be placed a minimum of six feet from the marquee panels and must not be left unattended whilst in use. There must be no heating or cooking within the marquee other than by electrical appliances or purpose designed butane or propane gas appliances. Barbeque equipment or open fires used outside must be placed a minimum of fifteen feet from the marquee.

### **Limitation of Liability**

In the event that we fail to fulfil any terms of the hire contract our liability is limited to refund or cancellation of any hire charges. Under no circumstances shall we be liable to you for any indirect, special or consequential loss or damage (whether for loss or profit or otherwise) cost expenses or other claim for compensation whatsoever whether caused by the negligence of ourselves, our employees or agents or otherwise which arise out of or in connection with the hire of the equipment and our entire liability under and in connection with the hire contract shall not exceed the amount of hire charges. This condition shall not apply to death or personal injury caused by our negligence.

### **Insolvency of Customer, etc**

If you become insolvent or are made bankrupt or come to any arrangement or scheme with your creditors, or, if you are a company, you have a liquidator, receiver or administrator appointed or if you breach any of these conditions then we may cancel the hire contract immediately and remove any equipment delivered.

### **Smoking in Enclosed Public Places**

Responsibility for complying with the Public No Smoking Law (if applicable) rests with the customer for the duration the marquee is erected. 'No smoking' signs which comply with the act are available on request.

### **Applicable Law**

The Hire Contract and conditions shall be construed according to the Law of England, even if your address, as stated in our quotation, is in Wales.