

MARQUEE HIRE AGREEMENT

1. **FLOORING & GROUND** It is expected that if flooring is ordered the ground will be suitably flat to accommodate the type of floor used. The company cannot be held responsible for any uneven finish to the floor caused by pitting or bumps on the surface beneath, the hirer should arrange to level surfaces as much as possible prior to marquee erection. If the marquee build is delayed or cancelled due to the site being ill prepared this may result in loss of the booking deposit and the Company cannot be held liable. Grass surfaces must be cut short and all debris including fouling by animals, mud and plants must be removed prior to the build.

2. **INSURANCE** the Hirer shall be responsible for an excess of any claim and are advised to obtain their own insurance cover for their marquee hire and equipment. Excess fees are calculated individually for each hire in relation to their cost. The Company insurance includes full public liability cover of 2 million pounds. Security of unattended equipment is the full responsibility of the hirer especially if the site is not the hirer's land; we strongly advise that the hirer arranges security for the duration of the hire as losses will not be covered by the Company Insurance. The hirer will be responsible for all equipment hired until collected by Company employees. If there is a delay in collection, then the hirer must ensure that all equipment is secured in order to prevent theft and/or damages. If the Miller Marquees cannot gain access to equipment upon collection, then this will remain the responsibility of the hirer until such times as it can be collected. A full damages price list will be supplied when the hirer's marquee is installed. By signing this contract, the hirer agrees to pay any amounts due to damages or breakages cause during the hire event. In the event the hirer wishes to and/or is forced to cancel their event due to an act of God or force majeure, Miller Marquees will not issue a refund for part and/or all the hire fees paid. In the event Miller Marquees must cancel the hirer's booking due to an act of God or force majeure, the hirer will not be entitled to a part or full refund and must claim from their own insurance.

3. **UNDERGROUND SERVICES** It is the hirer's responsibility to provide the Miller Marquees with the location of any underground services (gas, water, electricity etc.) that could be damaged by marquee fixing spikes. The hirer will be responsible for any costs associated with the repair to unmarked/unidentified services and associated costs relating to their interruption resulting from not being identified to the company- Miller Marquees Contract of Hire.

4. **WEATHER** If extreme weather is forecast during the hire period, we have the right to decline or cancel the marquee erection and use of the structure. This is for the safety of all concerned. A wind management plan will be supplied to the hirer and it is their responsibility to ensure that this is followed. The Company monitors wind forecast daily and if gusting winds which exceed those set out in our wind management plan are predicted we will endeavour to contact the Hirer and give advice on action to be taken. If the wind management plan is not followed the Hirer will be liable for any damages, claims by third parties or costs as a result of this not being followed. Hirers will be liable for the full hire fee in the event of late cancellation due to weather. Hirers must be aware of this possibility especially during the winter months. Additional Insurance is available at the hirer's request, which will cover the cost of cancellation / site changes etc. (please ask for details). If the hirer is offered a marquee and/or stretch tent hire which is subject to wind limitations under 30 mph, the hirer agrees to accept these terms by confirming and paying for their booking. If the wind forecast for the hire period exceeds the wind limitations, all or part of the booking may be cancelled and no refund for all or part of the hire fee will be refunded.

5. **FORCE MAJEURE** Miller Marquees shall not be responsible for any cancellation from causes beyond reasonable control, including but not limited to: Acts of god; strikes or other labour disturbances; inability to obtain fuel; materials, or parts; war; acts of terrorism; Riots; epidemics; pandemic; floods; fires; unusually severe weather conditions; accidents; or other contingencies the non-occurrence of which was a basic assumption on which the booking order was made.

6. **DAMAGE** Any equipment found damaged or missing during the hire period will be replaced at the hirer's expense. No items or objects should be stuck to, fixed to, or suspended from the marquee sides, roofs or framework. If tape is used anywhere on the marquee structure a minimum charge of £400 will be levied for replacing any component.

7. **MARQUEE STRUCTURE** When the marquee has been erected and all exits or openings agreed, this should not be altered or tampered with in any way as this may render the structure unsafe.

8. **PRICE & PAYMENT** All deposits are non-refundable and are required to secure a booking and will be requested at the Companies discretion on an individual event basis. The full balance is due to be paid 90 days prior to the day of delivery by bank transfer only. The Company reserves the right to charge interest on overdue monies at the rate of 8% per annum above the bank base rate and varied from time to time. In addition, if the Customer defaults on payment the Company reserves the right to place the matter in the hands of their debt recovery agents, without prior warning, in writing, and shall be entitled to a full reimbursement of any fees or disbursements paid to the debt recovery agent to aid recovery of monies outstanding to the Company. If payments are made in full upon booking, these amounts are none refundable and the hirer is advised to consider this prior to booking.

9. **SAFETY** For the safety of all concerned, the hirer may not enter the structure during the time the Marquee is being built. The company cannot be held responsible for any injury or damage sustained by the public in or around the marquee during the hire period. Under no circumstances should the hirer alter or tamper with any electrical appliance or power lead following installation. This includes extension cables. The hirer should not "plug in" any electrical appliance

or power lead to existing extension cables without first discussing this with a Company representative as this can lead to mains power being overloaded resulting in tripped fuse boxes.

10. FURNITURE The company will place all furniture inside the completed marquee. It is the hirer's responsibility to arrange the layout of tables and chairs etc. The hirer must ensure that tables and chairs are folded and returned to the delivery area and are stacked for collection following use. A minimum charge of £100 will be levied to the hirer for non-compliance in this instance. All furniture will be counted in and out with any shortages charged to the hirer.

11. HIRERS RESPONSIBILITY The hirer is responsible for signing a completed checklist after consultation with a company representative once the marquee has been installed and in signing this checklist agree to abide by any instructions therein. If the hirer is not present to sign the safety checklist two company representatives will do this on their behalf and a copy will be left for the hirer's reference. The hirer shall not use cooking equipment, lighting or electrical appliances or decorate the interior/exterior of the marquee without prior consent from the company. Any damage/soiling resulting in such use that may require repair or cleaning will be charged to the hirer.

12. LIABILITY The Company will not accept Liability and you may be liable for part/full hire fee: 1. When the marquee build is delayed or cancelled due to the site being inaccessible or ill prepared or in any instance where the site is deemed unsafe by Company representatives. 2. Delay or cancellation due to adverse weather conditions. 3. Delay or cancellation due to the hirer not obtaining appropriate permission from the public or local authority. 4. When water ballasts are used, any delay or cancellation due to no suitable water source being available. Suitable sources include a hydrant or fast flow mains supply. Household or domestic taps are not suitable.

13. CANCELLATIONS In the event the hirer wishes to cancel their booking at any time, no refund of their deposit and/ or payment in full will be offered. In the event the hirer wishes to cancel their booking 120 days (or less) before their event date, they are required to pay 75% of the total contracted fee upon cancellation. In the event the hirer wishes to remove or cancel any items from their marquee package/ extras/ furniture, no refund or exchanges will be offered. If the hirer no longer requires items from their order, they can be removed by confirmation in writing from the hirer. In the event the hirer is offered the opportunity to cancel their booking with a full refund of their deposit, this will be valid for 7 days from when the offer was made in writing. In the event the hirer wishes to cancel their booking 30 days or less before the event date, they are required to pay 100% of the total booking fees, even if they wish to cancel their booking. In the event the hirers' event cannot be carried out due to an act of God or force majeure, no refund will be provided. All events are subject to wind limits of which must not exceed 55mph in any weather forecast before/ during the hirers installation and collection of their marquee structure(s). If the wind forecast exceeds our marquee maximum limits of 55 mph in the weather forecast before/ during the hirer's marquee installation and collection, no refund will be issued. In the unlikely event Miller Marquees cannot fulfil the hirers order, a full refund will be provided to the hirer.

By signing this agreement, you confirm that you have read and fully understand the full terms and conditions of Miller Marquees Ltd, including Payment Terms (which can be found on our website) and agree to abide by them.

EVENT DATE:	
VENUE ADDRESS:	
HOME ADDRESS:	
CONTACT NUMBER:	

CUSTOMER SIGN:	PRINT NAME:	DATE: