

TERMS AND CONDITIONS

1. Definitions: "the Company" is Marquee Malarkey; "the Customer" is any individual, firm, company or other party with whom the Company contracts; the "Hire Equipment" is any tent, lining, flooring and any other ancillary equipment supplied to the Customer; and the "Hire Agreement" is the written quotation for the equipment and services to be supplied by the Company, accepted by the customer.
2. The terms of the contract between the Company and the Customer are set out in the Hire Agreement and in these conditions. No variation of the terms of the contract shall be binding on the Company unless agreed to in writing by the Company. The Company reserves the right to refuse any requested variation to the Hire Agreement by the Customer
3. Verbal or written acceptance of the terms of the Hire Agreement shall be binding upon the Customer, whereupon a deposit of 25% of the total sum set out therein, shall be immediately due.
4. The Hire Equipment is made available for the use of the Customer by way of licence only. The Company may recover the Hire Equipment from the Customer's premises or the site where it is located, if the Customer is in breach of the terms and conditions of hire.
5. The period of hire shall be from the time of erection or supply of the Hire Equipment until removal by the Company.
6. The Company reserves the right to supply substitute Hire Equipment of similar kind to that set out in the Hire Agreement, in the event of unforeseen circumstances.
7. The quotation for hire charges is made upon the basis that the site is secure, of level firm ground, with good access for heavy motor transport and has no drains, pipes, cables or any concealed service. The Company reserves the right to rescind the agreement in the event that the site does not so comply.
8. The Customer warrants that (i) the Customer is the owner of and/or entitled to lawful possession of the premises or site where the Hire Equipment is delivered and erected (ii) the premises or site are not in such condition as may contaminate or damage the Hire Equipment in any way (iii) the Company shall not be liable for loss or damage to any goods or equipment belonging to any parties other than the Company howsoever arising (iv) the Company shall not be liable to make good any damage to the site nor for any damage to drains, pipes, cables or any concealed service, or any consequential loss arising from such damage (v) the Customer shall provide the Company with a plan showing the precise position in which the Hire Equipment is to be located/erected or alternatively shall have a representative on site for that purpose at the time of delivery/erection. In the absence of such a plan or representative the Company may locate/erect the Hire Equipment where it thinks fit and shall be deemed to have performed the contract.
9. The Customer shall not cause or permit anything to be done in, on or with the Hire Equipment, which may cause damage or loss, or become a nuisance to any other party.
10. The Customer shall not assign, transfer or sub-licence the benefit of the Hire Agreement or the Hire Equipment.
11. The Customer shall take all fire, safety and security precautions as are reasonably necessary to protect the Hire Equipment and be liable for the cost of all risks insurance for the Hire Equipment during the period of hire (which may be arranged by the Company at their absolute discretion).
12. Payment in full is due upon delivery of the Hire Equipment, unless otherwise agreed in writing. In the event that full settlement has not been effected within 7 days of the termination of the hire period, the Company shall charge a late payment fee of 10% per month or any part thereof, of any sums outstanding.
13. All correspondence of whatsoever kind shall be sent to the Customer at the address set out in the Hire Agreement, unless otherwise notified, and shall be deemed to have been received by the Customer 2 days after posting by first class post.
14. The Customer is wholly responsible for any loss or damage howsoever caused (including cigarette damage) to all or any part of the Hire Equipment during the time it is in the Customer's possession and/or control, and the Customer shall indemnify the Company for the full cost of any repair to or replacement of the Hire Equipment.
15. The Company accepts no responsibility and shall not be liable to the Customer for any loss or damage the Customer may suffer, nor for any claim for any loss, damage or consequential loss suffered by any other party (for which the Customer shall indemnify the Company), as a direct or indirect result or consequential upon the Company's failure adequately or at all to perform all or any part of the contract, to include delay and/or cancellation by reason of the Company being prevented, hindered or delayed by reason of any act of God, riot, strike, or lock-out, trade dispute, accident, breakdown of plant or machinery, fire, storm, flood, shortage of: labour, materials or transport, and/or difficulty in travelling to the premises or site or gaining access thereto or erecting/delivering the Hire Equipment due to the nature of the site, weather conditions or otherwise.
16. The Company accepts no responsibility for and the Customer shall indemnify the Company against all claims for injury to any person however caused, unless it be proved that such injury be caused by the faulty material or workmanship, or negligence on the part of the Company.
17. The Customer shall indemnify the Company against any demand or claim made or any action or other proceedings brought by or against the Company arising out of or in connection with any dispute as to the ownership of, loss or damage to any goods or equipment in, on, with or including the Hire Equipment or the premises/site.
18. The Company reserves the right to enter the premises or site without the Customer's permission and to remove all or any of the Hire Equipment for the purposes of inspection, cleaning or repairs, or if in the opinion of the Company such entry is required in the interests of safety or security.
19. These conditions may be altered at any time by the Company providing that, in the case of current contracts, prior notice in writing shall be given to the Customer no less than six weeks before the variation shall come into effect.
20. Labour for the erection and dismantling of any temporary structure supplied by the Company will be provided and is included in the hire charges. (The Company does not permit any Customer to erect or dismantle any of the Company's property without specific agreement.) No other attendance or labour charges are included within the hire charges unless otherwise stated in the Hire Agreement.
21. The Customer is responsible for giving notice to or obtaining any necessary permits from any authorities who are or may be concerned, including the Planning Authority, District Surveyor, Police, Fire Brigade, or any other authority or organisation. Any delay, modification or cost resulting from the absence or misrepresentation of all such necessary notices or permits shall be the responsibility of and payable by the Customer to the Company and shall be subject to the terms and conditions of the Hire Agreement.
22. While every effort will be made by the Company to fulfil the Hire Agreement, the full performance of it is subject to variation or cancellation by the Company consequent upon any event outside the direct control of the Company or its employees.
23. In the event of the Customer cancelling the contract after the terms of the Hire Agreement have been accepted, the following charges will apply:
 - (i) cancellation more than 4 months prior to delivery – loss of deposit
 - (ii) cancellation more than 1 month prior to delivery – 50% of total contract sum
 - (iii) cancellation more than 14 days prior to delivery – 75% of total contract sum
 - (iv) cancellation less than 14 days prior to delivery – 100% of total contract sum