

**Perfect Party Tents Ltd**

**Marquee Hire – Terms & Conditions of Use**

**Definitions**

* “Hirer” means the person (or body) hiring Equipment Perfect Party Tents Ltd further to the Contract and “hire” will be construed accordingly.
* “Hire Period” means the period of hire from and including Delivery, the period of Equipment hire by the Hirer, and includes Collection by Perfect Party Tents Ltd brief details of which will be set out on the quotation/order confirmation. “Equipment” means any item hired to the Hirer under the Contract which may include without limitation a marquee or that which Perfect Party Tents Ltd has sub-hired to fulfil the contract for the event.
* “Contract” means any contract between Perfect Party Tents Ltd and a Hirer to which these terms will apply
* “Site” means the property intended by the Hirer for Equipment to be placed and erected.
* **Application of Conditions Unless other terms are accepted by an authorised person on Perfect Party Tents Ltd** **behalf in writing any Contract is on these terms and those implied in the Seller’s favour which are not inconsistent.**

**Quotations**

* Perfect Party Tents Ltd may accept or decline an order at any time before the Hirer receives an order confirmation from Perfect Party Tents Ltd only at which time there will be a Contract.
* Quotations are valid for 30 days from their date unless withdrawn by Perfect Party Tents Ltd and are inclusive of VAT unless stated otherwise.

**Basis**

* Hire charges do not include attendance by Perfect Party Tents Ltd staff other than for erecting, dismantling and delivering equipment unless agreed in writing by Perfect Party Tents Ltd.
* Perfect Party Tents Ltd may sub-contract any part or all of any Contract at any point.
* Hire charges for furniture and any other Equipment except marquees include Delivery to the Site only and exclude erecting, dismantling or placing.
* The Hirer is responsible for preparing and making good the Site. Perfect Party Tents Ltd do not accept liability for damage caused by the positioning, access, erection or removal of the marquee/equipment subject to clause 5.2.
* The Hirer must not sell, assign, mortgage, dispose or let on hire the Equipment or charge the benefit of the contract.

**Access, Delivery and Collection**

* “Delivery” will be the point at which Perfect Party Tents Ltd begin to remove Equipment from Perfect Party Tents Ltd vehicles at the Site. “Collection” will be the point at which Perfect Party Tents Ltd (with or without the Hirer present) complete the Site inspection referred to in clause 4.7, below.
* The Hirer must have obtained all necessary permits from local authorities or Site owners prior to the delivery of the Equipment and must draw the Site owner’s attention to clause 12.1 as soon as possible before the Hire Period begins.
* The Hirer must notify Perfect Party Tents Ltd of and clearly mark out any drains, pipes, underground or overhead cables or other obstacles, which may affect the Site. Marquee stakes may be driven up to 1 metre into the ground. Perfect Party Tents Ltd accepts no responsibility for damage to any services and the Hirer will indemnify and keep indemnified Perfect Party Tents Ltd in respect of any liability and costs to a third party arising out of such damage.
* Perfect Party Tents Ltd may erect or place Equipment in a location and manner deemed appropriate at Perfect Party Tents Ltd staff’s discretion or refuse to erect or place any Equipment.
* If the Hirer leaves a site plan and drawing to assist Perfect Party Tents Ltd in positioning the Equipment to follow such a plan will be at Perfect Party Tents Ltd staff discretion
* The Hirer must ensure that the size and surface of the Site is suitable for delivery and erection of Equipment with sufficient drainage and free of risk of flooding. The Site must be served by a firm access road with adequate hard standing for commercial vehicles adjacent to the Site. ***Perfect Party Tents Ltd may make an extra charge for delay resulting from poor access.***
* Perfect Party Tents Ltd will not site Marquees on a hard surface so please be sure to know exactly where the Marquee needs to go.
* Before Perfect Party Tents Ltd staff leave the Site a joint Site inspection is necessary between the Hirer and Perfect Party Tents Ltd staff at which the Hirer must raise any queries concerning defects/errors/omissions. If the Hirer is not available for the joint inspection at the time of Delivery or Collection then Perfect Party Tents Ltd will carry out an inspection which will be deemed to be acceptable. ***Perfect Party Tents Ltd will charge for any return visits to the Site to make good any issues not raised at this inspection.***
* Should the Hirer require Equipment to be relocated for any reason other than Perfect Party Tents Ltd negligence then Perfect Party Tents Ltd reserve the absolute discretion not to carry out such relocation and may charge the Hirer extra for any such relocation.

**Perfect Party Tents Ltd Liability and Insurance**

* If Perfect Party Tents Ltd fails to fulfil any terms of the hire contract liability is limited to refund, postponement or cancellation of any hire.
* Perfect Party Tents Ltd will be under no liability under the Contract for any personal injury, death, loss or damage (other than death or personal injury resulting from Perfect Party Tents Ltd negligence) including without limitation loss of profits and Perfect Party Tents Ltd excludes all conditions, warranties and stipulations, express or implied, statutory, customary or otherwise which but for such exclusion would or might subsist in favour of the Hirer.
* Perfect Party Tents Ltd maintains liability insurance to a maximum of £5,000,000. The liability of Perfect Party Tents Ltd its employees and members in respect of any claim is limited to that amount in any event notwithstanding any other clause.
* Notwithstanding any other clause risk in the Equipment will be with the Hirer for the Hire Period.
* Perfect Party Tents Ltd accepts no liability to the Hirer if the Hirer is in breach of clause 10.1 to 10.8 and the Hirer will indemnify and keep indemnified Perfect Party Tents Ltd in respect of any loss, damage, costs or expenses in full against any liability arising out of the Hirer’s breach of such clauses.
* ***Perfect Party Tents Ltd shall not be responsible for shortages, breakages and/or damage to equipment hired to the hirer and under such circumstances the hirer will be charged for any shortages, breakages or damage at replacement cost at the time of hire.***
* **Alteration of the Contract
No variation to the Contract is effective unless written and signed by each party’s authorised representative**

**Payment**

* Perfect Party Tents Ltd (unless Perfect Party Tents Ltd agrees otherwise in writing) requires a 25% deposit to request a booking (and if Perfect Party Tents Ltd do agree that no deposit is required on booking and “Acceptance” (3.1) has occurred, the deposit will become payable upon cancellation Perfect Party Tents Ltd does not accept Cheque payments
* The balance of the hire charge is payable by the Hirer in cleared funds 28 days prior to the day of erection.
* If payment is not received when set out in clause 7.2, Perfect Party Tents Ltd may charge at it’s option:-
* Interest on the outstanding amount at the rate of 2% above base lending rate of
the HSBC bank from the due date until payment accruing on a daily basis until payment is made, before or after any judgement.
* Interest calculated in accordance with and any other fee prescribed by Late Payment of Commercial Debts (Interest) Act 1998, Late Payment of Commercial Debts Regulations 2002 or any re-enactment or amendment of either of them (even if were it not for this clause their relevant provisions would not apply to the Contract).

**Delay**

 **Perfect Party Tents Ltd will endeavour to deliver the Equipment and supply the services under the Contract within the time agreed (and if no time is agreed within a reasonable time) but under no circumstances will Perfect Party Tents Ltd** **be liable for loss or damage of any kind whatsoever caused by directly or indirectly by any delay in the delivery of Equipment or supply of services and in particular without limitation Perfect Party Tents Ltd will not be liable for the delay or failure to fulfil any contract due to:**

* ***Adverse wind or weather conditions. The decision as to the severity of this to be at Perfect Party Tents Ltd sole discretion;***
* The Site being unsuitable or unprepared;
* Access to the Site being unsuitable or unavailable at the time of delivery;
* Any industrial dispute, lock out or strike, accident, fire, civil unrest, act of a government agency or act of God;
* Loss or damage to the equipment by vandalism, theft, fire or flood;
* Any other cause outside of Perfect Party Tents Ltd’ control.

**Cancellation**

 **Should the Hirer wish to cancel the contract this must be done in writing to Perfect Party Tents Ltd’ registered office which cancellation will be effective only when received by Perfect Party Tents Ltd. In all cases the Hirer will forfeit the deposit and in addition:-**

* If Notice of cancellation is received 21 days or less to the commencement of the Hire Period the full amount shown on the accepted quotation must be paid.
* If Notice is received 40 days or less but more than 21 days prior to the commencement of the Hire Period, a total of 50% of the contract value must be paid.

**Health & Safety**

* The Hirer is responsible for health and safety during the Hire Period including without limitation all applicable health and safety regulations, safety at work regulations, fire regulations, attendance restrictions, and compliance with the requirements of any applicable authority.
* The Hirer must ensure that all persons, other than Perfect Party Tents Ltd staff, are kept away from Perfect Party Tents Ltd vehicles and all Equipment whilst it is being delivered, erected, placed or collected.
* The Hirer must ensure that no alterations or additions are made to the Equipment without the prior written consent of Marquees.com Ltd. Under no circumstances should any ropes or fixings be altered. Where the Hirer suspects unauthorised alterations or additions have been made the Hirer must contact Perfect Party Tents Ltd immediately under which circumstances Clause 11 will apply.
* The Hirer must ensure that any openings in the Equipment (in particular any marquee) are closed and secured, especially in windy conditions. Any doors or access points should be closed and fastened when not in use.
* The Hirer must ensure that there is no use of any lighting, heating, cooking or other gas or electrical appliances at all in or near the Equipment without Perfect Party Tents Ltd prior written consent.
* The Hirer must ensure that all Equipment is adequately heated to protect from frost, snow or ice damage and must ensure that no snow is allowed to build up on the Equipment.
* The Hirer must during the Hire Period take, and ensure that any employee, agent or sub contractor takes, all reasonable care in respect of the Equipment and in respect of any event of any nature at which any equipment is placed or erected. The hirer must ensure that any heating and cooking equipment be placed a minimum of 6 feet from the marquee or tent panels and not left unattended whilst in use.
* The Hirer must ensure that nothing is attached/suspended from the Equipment without Perfect Party Tents Ltd prior written consent.

**Emergency Call Out**

 **Should an emergency call out of Perfect Party Tents Ltd** **staff be made this will be charges at such rates as Perfect Party Tents Ltd require with regard to the time and nature of the call out and Perfect Party Tents Ltd** **necessary expenses in dealing with the call out except here such an emergency is caused by defective materials or Perfect Party Tents Ltd** **negligence.**

**Breach of Contract, Insolvency, and Losses**

* If the Hirer becomes bankrupt or is a company and a liquidator, administrator or receiver is appointed or if there is a material breach of the Contract by the Hirer then Perfect Party Tents Ltd may cancel the Contract immediately (which for the avoidance of doubt will include the right to stop the Equipment in transit) without liability to the Hirer but without prejudice to it’s other rights and remedies under the Contract and may remove any Equipment delivered and the Hirer will be deemed to have granted irrevocable authority to Perfect Party Tents Ltd to enter upon the Hirer’s premises or other premises where the Equipment may be by its employees or agents to take possession of the Equipment and (if necessary) to dismantle the Equipment from any thing to which they are attached.
* No property (legal or equitable) in the Equipment will pass to the Hirer.
* The Hirer will hold the Equipment in a fiduciary capacity for Perfect Party Tents Ltd and ensure that Equipment is identifiable from any property belonging to anyone else.
* Perfect Party Tents Ltd will have the right to maintain an action against the Hirer for the price of the Equipment notwithstanding that no Property is to pass to the Hirer.
* If the Hirer breaches clause 3.2.5 the Hirer will transfer its rights to issue proceedings in respect of any third party to Perfect Party Tents Ltd and will immediately notify the third party.
* Perfect Party Tents Ltd will inspect Equipment following the Hire Period and may charge for cleaning or replacing lost or damaged Equipment as Perfect Party Tents Ltd deems appropriate except where this is due to fair wear and tear.
* The Hirer must insure all Equipment for its full value against damage or loss for the Hire Period.
* Perfect Party Tents Ltd will (without prejudice to any other remedy available) have in respect of all unpaid debts due from the Hirer a general lien on all property of the Hirer Perfect Party Tents Ltd possession for whatever purpose and be entitled on the expiration of not less than 14 days notice in writing to the Hirer to dispose of such property and to apply the proceeds towards the satisfaction of such debts.

**Non-availability of Equipment**

* No variation in the Equipment or services under the Contract from that which the Hirer has requested which in the reasonable opinion of Perfect Party Tents Ltd does not affect the suitability of the Equipment or services for the purpose for which they are supplied by Perfect Party Tents Ltd will constitute a breach of Contract or impose upon Perfect Party Tents Ltd any liabilities whatsoever.
* If Perfect Party Tents Ltd cannot provide reasonable alternative Equipment then Perfect Party Tents Ltd will notify the Hirer of cancellation of the Contract and any monies paid will be refunded, but no other claim will lie against Perfect Party Tents Ltd.
* If the Hirer has a claim against Perfect Party Tents Ltd there will no right of set off against any money due to Perfect Party Tents Ltd.
* This Agreement will not create rights under Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties’ successors in title.
* English Law governs this Agreement. The Parties submit to the English Courts’ exclusive jurisdiction.
* Any indulgence or waiver by Perfect Party Tents Ltd of its rights under the Contract in respect of any particular breach or series of breaches will not be an agreement to grant the same indulgence or make the same waiver of Perfect Party Tents Ltd right in respect of any other breach.
* If the Hirer is more than one person all rights and obligations further to the Contract will be joint and several.
* The illegality, invalidity or enforceability of any clause or part of this Agreement will not affect the legality, validity or enforceability of the remainder. If any clause or part is found by any competent Court or Authority to be illegal, invalid or unenforceable, the Parties will substitute provisions in a form as similar to the offending provisions as possible without thereby rendering them illegal, invalid or unenforceable
* **WEATHER – If strong winds of between 40-50mph or over are forecast for any time over the period of Marquee hire including the day of set up, Perfect Party Tents Ltd will not be able to set up any Marquees or structures. Our Insurance does not cover anything over these wind speeds and they will not be safe to use in these speeds. We would URGE the hirer to please ensure you have adequate Marquee and Events Insurance to cover this scenario. If there is any kind of Amber or Red Weather warning or a Threat to Life warning the same applies. We reserve the right at all times to make the decision as to whether our Marquee structures can go up.**
* **Additional costs incurred due to extreme weather, whether it be for extra payroll costs to turn around alternative venues or to organise alternative structures to go up etc, must be incurred by the hirer. Please make sure you have adequate Events Insurance to cover this.**

**Revised and Updated 15 January 2024. Signed by Fiona Bardwell**