

SUPPLY OF GOODS AND SERVICES AGREEMENT

CONTRACT DETAILS

DATE:

[Contract No:]	[CONTRACT NUMBER]
Supplier:	TM CATERING HIRE LTD
Supplier's address:	UNIT 7 Martels events and wedding Village Barnston, Essex, CM6 1NA
[Supplier's representative:]	Name: Thomas Mclean Title: Managing Director Email: info@tmeventhire.co.uk Telephone: 01371238622 Postal Address: unit 7 Martels events village, Barnston CM6 1NA
Supplier's VAT number:	261610433
Customer:	[NAME] LIMITED (No. [NUMBER])
Customer's address:	[ADDRESS]
Commencement Date:	Insert date of signature
Delivery Location:	[DELIVERY ADDRESS] OR [ADDRESS FOR CUSTOMER COLLECTION]
Goods and Services:	[Marquee], [Furniture Hire] [Catering equipment inc. crookery, cutlery and glassware] [Ovens] [Tableware]
[Minimum Quantity:]	[£300 excluding transport/Delivery charges and VAT] applicable in summer months [May] – [August]
Administration Fee	£50 + VAT
Booking Fee	25% of Charges and Non-refundable
Charges:	(a) [3 day period/weekends] OR (b) [4-7 days charged @1.5 x (a)] excluding, VAT, transport/Delivery, packing charges and insurance
Cancellation Fee	In accordance with the Contract (as defined below)

Schedules:	Schedule 1: Price of the Goods Schedule 2: Booking Request Schedule 3: Marquee Hire Requirements
-------------------	--

1. This Contract is made up of the following:

- (a) The Contract Details.
- (b) The Conditions.
- (c) The Schedules specified in the Contract Details.

This Contract has been entered into on the date stated at the beginning of it.

Signed by [NAME OF DIRECTOR]
for and on behalf of TM Catering Hire LTD Director
Signed by [NAME OF DIRECTOR]
for and on behalf of TM Catering Hire LTD Director

Acknowledged and agreed:
Date:
Signature of Customer:
Name of Customer:

CONDITIONS

1. Interpretation

1.1 Definitions

- 1.
- 2. **Booking Request:** an order for the Goods and Services submitted by the Customer in accordance with clause 2 substantially in the form set out in Schedule 2.
- 3. **Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- 4. **Charges:** the price for the Goods and Services, as set out in the Contract Details.
- 5. **Commencement Date:** the date the Contract commences, as set out in the Contract Details.
- 6. **Conditions:** these terms and conditions set out in clause 1 to clause 14 (inclusive).

7. **Contract:** the contract between the Supplier and the Customer for the supply of Goods and Services in accordance with the Contract Details, Marquee Hire Requirements, the Schedules and these Conditions.
8. **Delivery Date:** the date specified for delivery as set out in the Booking Request in accordance with clause 2.
9. **Delivery Location:** the address for delivery of the Goods or for Customer collections, the address set out in the Contract Details.
10. **Force Majeure Event:** events, circumstances or causes beyond a party's reasonable control.
11. **Goods:** the equipment for hire, as set out in the Contract Details.
12. **Marquee Hire Requirements :** the requirements for hire of any marquee as set out in Schedule 3, as amended from time to time.
13. **Minimum Quantity:** the minimum quantity of Goods for the period, as set out in the Contract Details.
14. **Services:** the supply of services with respect to the Goods, to be provided by the Supplier as set out in the Booking Confirmation.
15. **Supplier Personnel:** the individuals engaged by the Supplier to provide the Services.
16. **VAT:** value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.2. **Interpretation:**

- (a) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (b) Any phrase introduced by the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** excludes fax but not email.

2. **Basis of contract**

1. The Booking Request constitutes an offer by the Customer to hire Goods and Services in accordance with these Conditions.
2. The Booking Request shall only be deemed to be accepted when the Booking Fee is paid in full in accordance with clause 3 and the Supplier issues written acceptance of the Booking Request (**Booking Confirmation**). The Contract shall come into effect when the Supplier issues the Booking Confirmation.
3. The Booking Confirmation shall set out details of the Goods and Services, including:

- (a) Booking Number;
 - (b) Hire period – (a) 3 day period/ weekend or (b) 4-7 days;
 - (c) Delivery Location;
 - (d) Delivery Date
 - (e) List of Goods (i.e. equipment for hire);
 - (f) [For marquee hire – Customer to review and consider the requirements set out in Schedule 3 and confirm]
 - (g) Charges (apply from the Delivery Date/collection to the date of collection/return);
 - (h) Booking Fee;
 - (i) Administration Fee; and
 - (j) Other charges (transport, dirty return and VAT).
4. It is the Customer's responsibility to check that the details in the Booking Confirmation reflect the Customer's wishes and to notify the Supplier within 24 hours if this is not the case.
 5. Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions or illustrations of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract nor have any contractual force.
 6. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
 7. Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 14 days from its date of issue. The quotation will include the other charges in relation to transport, dirty return, and VAT.
 8. The Supplier has the right to cancel any deliveries and/or Booking Confirmation in the event the Customer has not paid the Charges and/or the Other Charges as set out in the Booking Confirmation in accordance with clause 2.3.

3. Booking Fee and Charges

1. The Supplier shall invoice the Customer for the Booking Fee, being 25% of the Charges. If the Booking Fee is not paid in full in cleared funds within 3 Business Days of the invoice, the Supplier may cancel the Contract in accordance with clause 11.
2. The Booking Fee is non-refundable unless agreed in advance with the Supplier. By paying the Booking Fee the Customer hereby agrees to this Contract.

3. The Customer shall pay the remaining Charges no later than 14 days prior to the Delivery Date.

4. Goods Delivery and Collection; Customer Collection and Return

1. All Goods are, and shall remain, the property of the Supplier.
2. The Supplier reserves the right to substitute similar in lieu of another item ordered. The Supplier shall endeavour to give notice to the Customer to the extent it is reasonably possible to do so.
3. The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.
4. The Customer may collect Goods from the Delivery Location within three Business Days of the Supplier notifying the Customer that they are ready. Supplier's warehouse is open Monday-Friday 8am-4pm.
5. For all Customer collection, valid ID (photo ID and utility bill) must be produced at the time of collection. Goods will not be released until valid ID is shown.
6. The Customer warrants that the person signing the delivery note is duly authorised to do so on behalf of the Customer and the person signing the delivery note warrants he/she is duly authorised to sign on behalf of the Customer.
7. Transport costs will be calculated based on the postcode of the Delivery Location as set out in the Booking Confirmation. All deliveries shall be made to the ground floor reception area of the Delivery Location, unless agreed in writing by the Supplier at least 5 days prior to the Delivery Date. Separate Charges shall apply for delivery to a location other than the Delivery Location. A charge for waiting time shall also apply if the Delivery Location is unable to accept Goods at the prearranged time.
8. The Supplier shall endeavour to comply with Customer's reasonable instructions relating to delivery and collection arrangements. However, the Supplier shall not be liable for claims arising from non-delivery or late collection of Goods or failure to adhere to those specific instructions.
9. The Customer acknowledges that Delivery Dates are approximate only, and the time of delivery is not of the essence of this Contract. The Supplier shall have no liability for any delay in delivery of any Goods that is caused by:
 - (a) a Force Majeure Event; or
 - (b) the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
10. At the time of collection by the Supplier, all Goods shall be left in one place and returned in their correct containers. Additional charges may apply if the Supplier or Supplier Representative has to clear and collect Goods. If the Supplier or Supplier Representative is

unable, for reason of time to do this, the Customer shall pay additional charge for recollection when the Goods are ready for collection following the procedure set out above.

11. In case of delay in collection by the Supplier, the Customer shall be responsible for the Goods until they are collected by the Supplier. If the Supplier is unable to gain access to the Goods for collection, such Goods shall remain the responsibility of the Customer until such time they can be collected. The Customer irrevocably licenses the Supplier, its officers, employees and agents, to enter any premises of the Customer (including with vehicles), in order to satisfy itself that the Customer is complying with the obligations in this clause 4.10, and to recover any Goods.
12. Return of lost Goods can only be accepted up to 5 working days from the date the losses notification is sent to the Customer. The Customer shall be liable for any goods returned after this time and will be charged at the standard extended hire rate.
13. Once any or all Goods have been returned to the Supplier, the Supplier will email across a loss and/or damages notification to the Customer within 7 days of the Goods being returned. This email will set out those Goods which are not returned or are damaged. The Supplier will give the Customer another 5 Business Days to return any lost items. If any Goods are not returned following the end of the 5th Business Day, the Customer shall be liable for costs and expenses with respect to such lost and/or damaged Goods in accordance with the invoice issued to the Customer by the Supplier.

5. Customer Complaint

1. If the Customer has any cause for complaint concerning the condition, suitability or performance of Goods, the Customer shall notify the Supplier by email within 24 hours from delivery.
2. The Supplier shall not be liable for the Customer's complaint set out in clause 5.1 if:
 - (a) the Customer makes any use of such Goods after giving notice of defects in accordance with clause 5.1;
 - (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - (c) the Customer alters or repairs such Goods without the written consent of the Supplier;
 - (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (e) [if applicable, the Goods differ from [their description] as a result of changes made to ensure they comply with applicable statutory or regulatory requirements].
3. The Supplier's only liability to the Customer with respect to the matter set out in clause 5.1 is as set out in this clause 5.

4. The terms implied by sections 13 to 15 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

6. Insurance

1. The Supplier's public liability insurance insures the Supplier up to £5,000,000.
2. The Customer shall be responsible for the Goods on completion of loading for Customer collection and unloading for delivery by the Supplier of the Goods at the Delivery Location and shall be responsible for insuring the Goods for at least £75,000 during the hire period until collection by the Supplier or return by the Customer to the Supplier.

7. Customer Obligations; storage, use of Goods

1. The Customer shall, at its cost:
 - (a) ensure that the terms of the Booking Confirmation are complete and accurate;
 - (b) provide the Supplier with such information and assistance as the Supplier may reasonably require to supply the Goods and Services, and ensure that that information is and remains complete and accurate in all material respects;
 - (c) provide the Supplier Personnel with access to the Delivery Location [no fewer than [NUMBER] hours at the Delivery Location for the provision of the Services;
 - (d) ensure that the Supplier Personnel can enter and leave the Delivery Location without undue restriction and shall provide them with security passes (where necessary) and the use of parking space or parking permits for supply of Goods and provision of Services;
 - (e) provide the Supplier Personnel with unrestricted and uninterrupted access to the Delivery Location during delivery and collection by the Supplier;
 - (f) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - (g) use or store Goods indoors unless specifically designed and manufactured for use outdoors. If any Goods is used and stored outdoors the Customer is fully responsible for any damage caused;
 - (h) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (i) maintain the Goods in the same condition and keep them insured against all risks for their full price from the Delivery Date until return to the Supplier;
 - (j) ensure that all Goods are secured and protected from theft or damage;
 - (k) ensure all containers used in the packing and transit of Goods are returned. There are additional charges for all cartons and boxes lost or damaged;
 - (l) ensure that all licences, permissions and consents which are necessary for the provision of the Services;

(m) keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) that the Supplier reasonably needs to store at the Delivery Location in safe custody at its own risk and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and

(n) notify the Supplier immediately if it becomes subject to any of the events listed in clause 11.1(c), (d), (e) and (f).

2. The Customer shall not:

(a) use any electrical equipment without being correctly earthed unless it is of double insulated construction;

(b) use gas appliances below ground level and shall position such appliances in a well-ventilated area;

(c) return table linen damp or wet. Damage resulting from mildew, candle wax or other stains and burn marks will be invoiced to the Customer at full replacement cost.

3. The Customer acknowledges that the Supplier shall not be liable for any accidents or damages resulting from the use of the Goods howsoever caused.

4. The Customer acknowledges and agrees to comply with the terms and requirements set out in Schedule 3 [Marquee hire; installation; site suitability; health and safety requirements and obligations of the Customer].

5. If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any failure by the Customer to perform any of its obligations (**Customer Default**), then, without limiting or affecting any other right or remedy available to the Supplier:

(a) the Supplier may suspend performance, and rely on the Customer Default to relieve it from the performance, of the affected obligations until the Customer remedies the Customer Default;

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure to perform or delay in performing the Services; and

(c) the Customer shall reimburse the Supplier on written demand for any reasonable costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

8. Price and payment

8.1. The Customer shall pay for Goods in accordance with this clause 8.

8.2. The Price excludes:

(a) the costs of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer in addition to the Charges; and

(b) amounts in respect of VAT, which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable).

8.3. The Supplier may invoice the Customer for the price of Goods plus VAT at the prevailing rate (if applicable) on or at any time after the payment of the Booking Fee in accordance with clause 2.

8.4. The Supplier may issue additional invoices for further charges payable pursuant to clauses 4 and 7.

8.5. The Customer shall pay invoices in full in cleared funds within 3 Business Days of the invoice date and no later than 14 days prior to the Delivery Date. Payment shall be made to the bank account nominated in writing by the Supplier.

8.6. If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 11:

(a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

(b) the Supplier may suspend delivery of Goods until payment has been made in full.

8.7. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. Limitation of liability

9.1. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.

9.2. Nothing in this Contract shall limit or exclude any liability which cannot legally be limited, including Supplier's liability for:

(a) death or personal injury caused by its negligence;

(b) fraud or fraudulent misrepresentation; and

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9.3. Subject to clause 9.2:

(a) the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

(b) the Supplier's total liability to the Customer for all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, shall not exceed the amount paid by the Customer.

10. Data protection

Each party shall comply, and provide reasonable assistance to the other party to comply, with Data Protection Laws in connection with the performance of the Contract.

11. Cancellation

11.1. The Supplier may cancel the Contract with immediate effect by giving the Customer notice in writing if:

- (a) the Customer fails to pay any amount due under clause 8 on or before the due date for payment; or
- (b) the Customer commits a material breach of any term of the Contract [and (if that breach is remediable) fails to remedy that breach within 5 days of being notified in writing to do so; or
- (c) any step or action is taken by, or in relation to, the Customer in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), or having a receiver appointed to any of its assets; or
- (d) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1) (e) or 123(2) of the IA 1986; or
- (e) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (f) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

For the purposes of clause 11.1(b), a **material breach** includes a breach of any of the obligations set out in clause 7.

11.2. Subject to the cancellation fee set out in clause 11.4 below, the Customer may cancel the Contract by email (info@tmcateringhire.co.uk.) to the Supplier.

11.3. The Customer must notify the Supplier promptly if the Customer changes the Delivery Date more than 30 days prior to the Delivery Date. If the Supplier is unable to meet the Customer's revised build date, the original build date will stand. If this is not acceptable to the Customer, the Supplier has the right to cancel the Contract and the Booking Fee shall be non-refundable. In the event the Customer changes the Delivery Date less than 30 days prior to the Delivery Date, cancellation fee as set out in clause 11.4 below will apply.

11.4. If the Customer cancels the Contract under clause 11.2 or 11.3, the Supplier shall charge a cancellation fee. The cancellation fee shall be:

Cancellation before the Delivery Date	Cancellation fee
Less than 30 days	[50]% of the Charges
Less than 14 days but more than 7 days	[75]% of the Charges
Less than 7 days	[100]% of the Charges
Adverse weather	[Applicable to marquee hire] [part or full Charges]

11.5.If the Customer’s event is postponed due to coronavirus outbreak, the Customer shall pay 25% of the remaining balance to secure an alternative date.

11.6.If the country is on a national lockdown due to coronavirus outbreak, then reasonable postponement may be made by the Supplier free of charge [subject to payment of the Booking Fee in full by the Customer].

11.7.If the country is on a national lockdown due to coronavirus outbreak, and the Customer wishes to cancel the Booking Confirmation, the Customer shall be liable for the Booking Fee and the Administration Fee.

11.8.If the country is on restrictions due to coronavirus outbreak, the Customer may:

- (a) downsize marquee but no refund will apply; or
- (b) postpone in accordance with clause 11.5.

11.9.On completion or cancellation of the Contract for whatever reason:

- (a) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect; and
- (b) completion or cancellation of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of completion or cancellation.

14.General

14.1 Force majeure. The Supplier shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues

for 3 months, the Customer may terminate this Contract by giving 30 days written notice to the affected party.

2. Assignment and other dealings.

The Customer shall not assign, transfer, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

The Supplier may at any time assign, transfer, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

3. Confidentiality.

(a) Each party undertakes that it shall not at any time during the term of the Contract, and for a period of one year after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause (b).

(b) Each party may disclose the other party's confidential information:

- (i) to its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives, contractors, sub-contractors or advisers to whom it discloses the other party's confidential information comply with this clause 14.3; and
- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

1. Entire agreement.

(a) This Contract constitutes the entire agreement between the parties.

(b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

2. Variation.

No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

3. Waiver.

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

4. Severance.

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

5. Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered by hand, or sent by pre-paid first class post or other next working day delivery service, or email.
- (b) A notice shall be deemed to have been received: if delivered by hand, when left at the address referred in clause (a); or if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or, if sent by email, one Business Day after transmission.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

6. Third party rights.

No one other than a party to this Contract shall have any right to enforce any of its terms.

7. Governing law.

This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales.

8. Jurisdiction.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

Schedule 1
Price of Goods and Services

Schedule 2
Booking Request Form

Date

Booking Number	
Hire Period	[3 day period/weekends] OR [4-7 days]
Delivery Location:	[Delivery address] or [address for Customer collection]
Delivery Date	
List of Goods and Services (i.e. equipment for hire and installation)	[Marquee], [Furniture Hire] [Catering equipment inc. crockery, cutlery and glassware] [Ovens] [Tableware]
For Marquee Hire	Customer to review and consider requirements in Schedule 3 of the Contract
Charges	[apply from Delivery Date/collection to date of collection/return] [3 day period/weekends] OR [4-7 days charged @1.5 x (a)] excluding, VAT and transport/Delivery charges
Booking Fee	25% of Charges and Non-refundable
Administration Fee	£50 + VAT
Other Charges	[transport, dirty return + VAT]
Cancellation, Charges, Insurances	In accordance with the Contract
Customer name and address [VAT number if applicable]	
By paying Booking Fee Customer agrees to the terms and conditions of this Contract	

Schedule 3

Marquee hire; installation; site suitability; health and safety requirements and obligations of the Customer

The Customer hereby acknowledges and agrees that the Customer has fully reviewed and considered the requirements set out in this Schedule 3 and shall comply with all the following requirements in the event the Customer hires any Marquee from the Supplier.

i) Underground services

- The Customer shall provide the Supplier with the location of any underground services (gas, water, electricity etc) that could be damaged by marquee fixing spikes. The Customer shall be responsible for any costs associated with any repair to unmarked/ unidentified services and associated costs relating to their interruption resulting from not being identified to the Supplier.

ii) Weather

- If extreme weather is forecast during the hire period, the Supplier has the right to decline the erection and use of the marquee structure due to safety of all concerned.
- The Supplier monitors wind forecast daily and if gusting winds which exceed those set out in the Supplier's wind management plan are predicted the Supplier will endeavour to contact the Customer and give advice on the action to be taken. The Customer shall be liable for the full hire fee in the event of late cancellation due to weather. The Customer must be aware of this possibility especially during the winter months.
- If the marquee is already erected once severe weather conditions start, the Customer must evacuate the marquee immediately and once safe call the Supplier on any of the following numbers: 01371 238622 or 07595979451. If safe to do so, the Customer shall ensure all entrances and sides of the marquee are fully sealed where possible to avoid wind getting into the marquee. The Customer shall ensure, where possible, all sides and ends are fully closed when the marquee is not in use.

iii) Marquee structure

- When the marquee has been erected and all exits or openings agreed, the Customer agrees not to alter or tamper with it in any way as this may render the structure unsafe. If the marquee becomes unsafe due to tampering the Customer shall be responsible for any damages or injuries.
- All of the Supplier's weights and stakes are clearly visible with straps, if any of these become loose or are tampered with, the Customer shall promptly inform the Supplier.
- If the Customer wishes to add decorations or equipment to the marquee structure, it must be agreed in writing with the Supplier in advance.

iv) Site suitability

- If flooring is ordered by the Customer, the ground must be flat to accommodate the type of floor used by the Supplier. The Customer must notify the Supplier advance if this is not the case as the Supplier may have to arrange a site visit.
- The Customer shall arrange to level surfaces as much as possible prior to the marquee erection or must contact the Supplier to arrange levelling at the Customer's cost. The Supplier shall not be responsible for any uneven finish to the floor caused by pitting or bumps on the surface beneath the marquee.
- The Supplier does not advise carpets to be fitted on concrete as in case of poor drainage there is the potential for the carpet to be wet. The Supplier takes no responsibility in this situation. There may be additional charges for weights on hard ground so the Customer must notify the Supplier in advance of ground type.
- The Supplier requires at least a 0.5m space around the whole of the marquee to secure the structure.
- If a site visit is not conducted by the Supplier, it is the responsibility of the Customer to ensure the marquee and all equipment with suitably fit into the space. The Customer is strongly advised to speak to the Supplier in advance regarding information on site requirements.
- The marquee needs to be set up in a clear and flat space, if there are any issues such as height differences, levelling issues, height obstructions etc, it is the Customer's responsibility to let the Supplier know in advance.
- If the marquee build is delayed or cancelled due to the site being ill prepared this may result in loss of the Booking Fee and the Supplier shall not be held liable.
- All obstructions and debris including fouling by dogs must be removed by the Customer prior to the build.
- If the Customer intends to have the marquee butted or attached to a building this must be discussed with and approved by the Supplier before Booking Completion.
- The Customer shall ensure that (i) there is clear access to the site. If there is limited access or equipment is to be carried through a building, the Supplier must be informed before booking; (ii) there is adequate parking no more than 20m from the sit. If this is not possible, it must be discussed with and approved by the Supplier before booking.
- The Customer must ensure that as standard any power required for electrics will be run from plug points provided by the Customer no more that 30m from the site. If this is not possible an alternative power source must be organised by the Customer or by the Supplier, on behalf of the Customer, at an extra cost to the Customer to be organised at least 1 week prior to the Delivery Date.

v) Health and safety

- The Customer shall not, and shall procure that no person, enter the structure during the time the marquee is being built for the safety of all concerned.
- The Supplier shall not be held responsible for any injury or damage sustained by the public in or around the marquee during the hire period.
- The Customer shall not alter or tamper with any electrical appliance, extension cables or power lead following installation.
- The Customer shall not “plug in” any electrical appliance or power lead to existing extension cables without first discussing this with a Supplier representative as this can lead to mains power being overloaded resulting in tripped fuse boxes.

vi) Hirers responsibility

- The Customer shall not use cooking equipment, lighting or electrical appliances or decorate the interior/exterior of the marquee without prior written consent from the Supplier. Any damage/soiling resulting from such use that may require repair or cleaning will be charged to the Customer. The Customer shall not allow anyone to smoke inside the marquee or within 6ft of the marquee.

vii) Liability

- The Customer shall be liable for the following:
 - (i) 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 the Supplier or its representatives – 100% of Charges;
 - (ii) delay or cancellation due to adverse weather conditions – [50]% of Charges;
 - (iii) delay or cancellation due to the Customer not obtaining appropriate permission from the public or local authority 100% of Charges;
 - (iv) if the marquee cannot be erected due to adverse weather conditions the company will do its best to re arrange the booking depending on availability.