

MARQUEE HIRE CONDITIONS (B2B)

BACKGROUND:

These Terms and Conditions ("Tent/Gazebo/Marquee") from <...> [name if different from company Partnership, LLP, Private Limited <<insert registration number>>] [and] whose main trading address Tent/Gazebo/Marquee in the country "Consumer") as defined in Clause

hire of tents/gazebos/marquees <<insert name>> [, trading as <<insert trading business type, e.g. Sole Trader, registered in England under number <<insert registered address>>] ("Us") by customers who hire a Marquee for the purposes of a Business (and not as a Consumer) as defined in Clause 1.1

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

"Accidental Damage Waiver"	An insurance policy held and paid by You which covers any damage to Tents/Gazebos/Marquees and any charges, as explained in Clause 4;
"Business"	Any business, trade, craft, or profession or any other person/organisation;
"Consumer"	An individual who hires a Marquee for his/her personal purposes wholly or mainly outside the business;
"Contract"	A contract for the hire of any Marquee by You from Us, as detailed in Clause 3;
"Deposit"	A sum of money payable by the Customer under the Contract at the time of Your Order that is required to secure the Contract;
"Force Majeure"	An event that is beyond the reasonable control of the Party in question including, but not limited to, fire; internet service provider failure; internet service provider outages; power outages; industrial action; strike; explosion; flood; storms; subsidence; acts of terrorism (actual); acts of war; governmental intervention; epidemic or other natural disaster or dissimilar cause beyond the control of the Party;
"Hire Period"	The period for which You will hire the Marquees as detailed in Clause 5;
"Price"	The NET inclusive price payable for the Marquees;

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# S A M P L E

“Order”	m /M	g for the Tents / Gazebos
“Order Confirmation”	m o	nd confirmation in writing d in Clause 3;
“Security Deposit”	m c r e T o	under sub-Clause 6.5 to and tear, excess cleaning accidental damage of the (which for the avoidance of the total Price);
“Tent/Gazebo/Marquee”	m h C	quee supplied by Us and to these Terms and
“We/Our”	m	ove; and
“You”	m /M	of the Tents/Gazebos

1.2 Each reference in these Terms and Conditions to the expression “writing” includes electronic communication (such as e-mail, text message, or other means) or other means.

1.3 Each reference to the singular includes the plural and vice versa where appropriate.

1.4 An individual placing an order represents and warrants that he/she has the authority to enter into these Terms and Conditions on behalf of the hirer and We will rely on that representation. If the signatory does not have such authority, the signatory shall be deemed to be the hirer and personally liable as if s/he had.

## 2. Information About Us

- 2.1 [Our VAT number is <<insert VAT number>>.]
- 2.2 [We are regulated by <<insert regulator name>>.]
- 2.3 [We are a member of <<insert association name>>.]
- 2.4 [<<Insert further information>>.]

## 3. The Contract

- 3.1 These Terms and Conditions, together with the Order and Order Confirmation govern the hire of Tents, Gazebos and Marquees from Us and will form the basis of the Contract.
- 3.2 Nothing provided by Us in our literature, price lists and other documents constitutes a contractual offer capable of acceptance. You may, in our absolute discretion, accept a contractual offer that We may make.
- 3.3 A legally binding agreement between Us and You will be created upon the receipt of Your Order, indicated by Our Order Confirmation, and You will be deemed to have accepted these Terms and Conditions.

## 4. Your Obligations

- 4.1 When completing Your Order, you must specify the site and location at the time the Tents, Gazebos and Marquees are to be set up. [For

- Tents/Gazebos/Marquees >>] >> You must also provide a plan of the site.] >>
    - 4.2 When choosing the location at the site and size>>, You must also provide information at the site where the location must ensure that the site and following criteria:
      - 4.2.1 The site cannot be used for commercial vehicles for delivery and collection;
      - 4.2.2 The site is not at risk of subsidence, erosion, or other environmental hazards;
      - 4.2.3 There is an adequate clear area of at least <<insert area>> around the location at the site to be occupied by the Tent/Gazebo/Marquee to allow for the safe operation. We will not be liable for any damage done to any lawns, flower beds and plants, but not limited to, lawns, flower beds and plants. Your failure to comply with this requirement to provide an adequate clear area may result in damage or discolouration of the area surrounding the Tent/Gazebo/Marquee owing to the lack of adequate clear area. We accept no responsibility for such damage;
      - 4.2.4 There are no overhead power lines, conduits or any other equipment buried less than 300mm deep. We will not be liable for any damage done to any of the above if You supply and install the necessary equipment;
      - 4.2.5 On the day of use, the site and location at the site are clear of obstructions, debris, people and animals that may obstruct Our operation;
      - 4.2.6 <<insert additional requirements>>.
  - 4.3 For some Tents/Gazebos/Marquees or authorisations (for example, fire permits) what (if any) such permits are required and to obtain them.
  - 4.4 During the Hire Period, the following rules are followed:
    - 4.4.1 No heating element is used inside the Tent/Gazebo/Marquee without our express written approval unless it is supplied by us;
    - 4.4.2 No smoking is permitted inside the Tent/Gazebo/Marquee;
    - 4.4.3 <<Insert additional rules>>.
  - 4.5 You are responsible for any loss, damage, cost, expense or liability resulting from Your failure to comply with any provision of this Clause.
5. **Hire Period**
- 5.1 The Hire Period shall begin on the date of Our Order and confirmed in Our Order Confirmation.
  - 5.2 Unless it is expressly agreed otherwise, the Hire Period begins and ends at the times and dates shown in Our Order Confirmation.
  - 5.3 Unless We expressly agree otherwise (and confirm that agreement in writing), no Hire Period may be extended or varied >>.

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5.4 You and the Hire Period by contacting Us via <<insert preferred method of communication, phone, e-mail>>. If We agree in writing, then any external charges shall be charged at [Our normal daily rate] OR [Our normal daily rate].

6. Fees and Payment

6.1 When you place an Order you will be required to pay a Deposit of <<insert percentage>> of the Price as part of the total Price to secure your Order.

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6.2 The Price for the Booth/Marquee will be that shown in Our <<insert document>> current at the time of Your Order.

6.3 We may, from time to time, offer special prices, discounts and other promotional offers. Such special prices will be valid only for the period specified. Any Order placed during such a period will be accepted at the special price until the end of the period. After the period has expired, the Order will be accepted at the normal Price until after the period has expired.

6.4 The full Price (including the full payment) should be made no later than <<insert date>> or the start of the Hire Period.

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6.5 A Security Deposit of <<insert amount>> should be paid by credit or debit card at the time of the Price. We will not release any equipment to you without the payment of the Security Deposit. The Security Deposit will be retained by Us in full or in part as provided in Clause 6.1. If any part of the Booth/Marquee or any part thereof is not returned, damaged, lost, or destroyed, we, and to the extent that, it falls outside of the scope of the Accident Insurance.

6.6 When you place an Order, the VAT inclusive amount of the Price will be shown on our <<insert price list>> and Order Confirmation, and in addition to the Price, the amount and the VAT charged on that amount will be shown on our <<insert price list>> and Order Confirmation. The VAT amount shown on each other in <<e.g. Our price list>> and Order Confirmation.

6.7 If the rate of VAT changes between the date of Your Order and the date of the start of the Hire Period, we will adjust the rate of VAT that You must pay. We will not refund any Prices where We have already received payment.

7. Changes and Cancellations

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7.1 You may request changes to Your Order by <<insert communication method>> until <<insert period>> before the start of the Hire Period. We will make reasonable endeavours to accommodate Your request, but any changes will be subject to the availability of a suitable alternative piece of equipment. If We agree to a requested change, We will advise You in writing. The Price due will change to reflect the change and outstanding sums due will be altered accordingly. If You have not funded the appropriate sum if You have already paid, the Price will be lower. [Changes to Orders will also incur an administration charge of <<insert amount>>.]

7.2 You may cancel Your Order at any time before the start of the Hire Period on the following conditions:

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7.2.1 If You cancel more than <<insert period>> before the start of the Hire Period, there will be no charge and Your Deposit and any other sums paid will be refunded in full.

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7.2.2 If cancelled less than <<insert period>> but more than <<insert period>> before the start of the Hire Period, We will retain Your Deposit and will refund any other sums paid.

7.2.3 If cancelled less than <<insert period>> but more than <<insert period>> before the start of the Hire Period, We will retain Your Deposit and charge a further cancellation fee of <<insert period>> of the total Price (which will be retained from sums already paid or for which You will be billed if You have not yet been billed).

7.2.4 If cancelled less than <<insert period>> before the start of the Hire Period, We will retain Your Deposit in full and the balance of the Price will be payable (if it has not already been paid).]

8. Delivery, Hire and Return

8.1 The Tent/Gazebo/Marquee will be delivered to the site and set up by Our installers at the time and date stated in the Order Confirmation. The Tent/Gazebo/Marquee will be delivered to the site and set up by Our installers as is reasonably possible.

8.2 Before the Tent/Gazebo/Marquee is delivered to the site, You must use all reasonable endeavours to ensure that the site is suitable for the Tent/Gazebo/Marquee to be set up and that all other items to be delivered to the site must, however, check the Tent/Gazebo/Marquee before delivery and set up and provide Our installers with a receipt that they give You to confirm that there is no visible damage to the Tent/Gazebo/Marquee. However, if there are any items missing or if there is any damage to the Tent/Gazebo/Marquee, You should instead inform Us immediately. We will then use all reasonable endeavours to replace any damaged Tent/Gazebo/Marquee, and if We are unable to do so, You will be entitled to a full refund of the Price paid by You.

8.3 The Tent/Gazebo/Marquee must be returned to Us at the time and date stated in the Order Confirmation. Our installers will arrive at the site to dismantle and collect the Tent/Gazebo/Marquee as soon as possible to that time as is reasonably possible. You must ensure that items that do not belong to Us are removed from the site before the collection time. Any delays to the collection of the Tent/Gazebo/Marquee caused by You will be charged to You at the rate of <<insert time period>> per hour.

9. Accidental Damage Waiver

9.1 An Accidental Damage Waiver [will be automatically added to Your Order, but can be removed at Your request] OR [can be added to Your Order at Your request].

9.2 The Accidental Damage Waiver covers the following:

9.2.1 Damage to Tents/Gazebos/Marquees while they are in use.

9.2.2 Damage to Tents/Gazebos/Marquees as a result of <<insert exclusions as required>>.

9.3 The Accidental Damage Waiver does not cover the following:

9.3.1 Damage caused by fire, theft, vandalism, or that which, in Our opinion, has been caused by negligence, misuse or improper use;

9.3.2 Damage to Tents/Gazebos/Marquees as a result of <<insert exclusions as required>>.

9.4 If You purchase an Accidental Damage Waiver, You will be solely responsible for the cost of the Accidental Damage Waiver.

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responsibility for the types of damage referred to in sub-Clause 9.2 in sub-Clause 9.3.

9.5 The warranties in Clause 9 shall not cover the loss or theft of the Tents/Gazebos/Marquees. We shall not be responsible for any such loss or theft howsoever occurring to You.

9.6 You shall be responsible for any normal wear and tear occurring to the Tents/Gazebos/Marquees.

10. **Loss and Damage**

10.1 You shall be required to indemnify Us for, any loss or damage to Tents/Gazebos/Marquees that falls outside of the scope of the Damage Waiver described in Clause 9.

10.2 Any claim under Clause 10 will firstly be taken out of Your Security Deposit. If the cost of repairing the damage or replacing the Tents/Gazebos/Marquees is greater than the sum of the Security Deposit, You will be responsible for the balance of the sum.

10.3 You shall be responsible for either:

10.3.1 Pre-existing damage to Tents/Gazebos/Marquees that has already occurred prior to sub-Clause 8.2 at the time of delivery; or

10.3.2 Damage occurring to the Tents/Gazebos/Marquees.

10.4 Full details of our insurance cover are available on request.

11. **Our Liability**

11.1 We shall not be liable to You for any failure or delay in performing Our obligations if such failure or delay results from Force Majeure;

11.2 We shall not be liable to You in contract or tort (including negligence) by reason of any breach of these Terms and Conditions or other express or implied warranty, condition or other term, representation or innocent misrepresentation, or any negligence or other breach of any duty of care, in any:

11.2.1 The supply, installation or use of any Tent/Gazebo/Marquee;

11.2.2 The design, manufacture or construction of any Tent/Gazebo/Marquee;

11.2.3 The operation, maintenance or repair of any Tent/Gazebo/Marquee, whether in the course of, or in connection with, our business;

11.2.4 The installation, operation, maintenance or repair of any Tent/Gazebo/Marquee, whether in the course of, or in connection with, our business;

11.2.5 The design, manufacture or construction of any Tent/Gazebo/Marquee;

11.2.6 The operation, maintenance or repair of any Tent/Gazebo/Marquee, whether in the course of, or in connection with, our business;

11.2.7 The design, manufacture or construction of any Tent/Gazebo/Marquee;

11.2.8 Any consequential loss, damage, costs, expenses or other loss or damage.

11.3 We shall not be liable to You for any personal injury or damage to property arising from the use of the Tent/Gazebo/Marquee by Us or any of Our agents or employees or any other person or entity in connection with the performance of Our obligations arising under these Terms and Conditions and the operation, maintenance or repair of any Tent/Gazebo/Marquee.

11.3 We shall not be liable to You for any personal injury or damage to property which results from the use of the Tent/Gazebo/Marquee.

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11.4 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for personal injury caused by Our negligence (including the negligence of Our agents or sub-contractors) or for fraud or fraudulent misrepresentation.

11.5 [With the exception of the above provisions of this Clause 11, Our total liability under these Terms and Conditions and the Contract shall be limited to the value of the Contract, and for this purpose "value" means the total value of the Contract.]

12. **Force Majeure**

If any event occurs which is beyond Our control and that is likely to adversely affect Our performance under these Terms and Conditions:

12.1 We will do our best to complete the Contract as soon as is reasonably possible;

12.2 We will notify You of that event as soon as possible and provide details of any new dates for completion of the Contract as soon as necessary;

12.3 If that event continues for more than <<insert time period>> We will cancel the Contract and You will receive the cancellation in writing;

12.4 If that event continues for more than <<insert time period>> and You wish to do so by informing Us in writing;

12.5 If the event continues for more than <<insert time period>> under this Clause 12 before the Hire Period begins, You will be entitled to a refund in full any and all sums You have paid to Us [less any sums already paid to Us] not exceeding £X for any reasonable costs of arrangements made by Us previously incurred which We cannot reasonably avoid or recover under any other provisions in these Terms and Conditions and the retention of sums paid shall not apply.

13. **Communications**

If You wish to contact Us with questions or complaints, You may contact Us in person at [any of] the following locations, by phone at <<insert number>>, by email at <<insert email address>>, or by post at <<insert company name>>, <<insert address>>.

14. **Complaints**

14.1 We are committed to listening to feedback from Our customers and, whilst We always use all reasonable steps to ensure that Your experience as a customer of Ours is the best, if You nevertheless want to hear from You if You have any comments or concerns.

14.2 All complaints will be handled in accordance with Our complaints handling policy available at <<insert location(s)>>.

14.3 If You have a complaint about any aspect of Your dealings with Us, including, but not limited to, the performance of the Contract, the Terms and Conditions, the Contract, or the Terms and Conditions, please contact Us in one of the following ways:

14.3.1 By telephone to <<insert name and/or position and/or telephone number>> or <<insert telephone number>> or <<insert address>>;

14.3.2 By email to <<insert name and/or position and/or email address>>;

14.3.3 By post to <<insert name and/or position and/or address>> in the form, following the instructions included with the

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- 14.3. [redacted] telephone on <<insert telephone number>> [and <<insert number>> when prompted.]]
15. **Data Protection**  
 We will only [redacted] information as set out in Our <<insert document name, e.g. Privacy Policy>> [redacted] <<insert location>>][copy attached].
16. **Termination**
- 16.1 When [redacted] We shall be entitled to terminate the Contract in the event of a breach of these Terms and Conditions;
- 16.1.1 [redacted] personal belongings confiscated in order to satisfy an order made against You.
- 16.1.2 [redacted] We shall be entitled to terminate the Contract in the event of a breach of these Terms and Conditions;
- 16.1.3 [redacted] bankruptcy or liquidation either voluntary or compulsory or the appointment of a receiver or liquidator or administrator or trustee or receiver in respect of the whole or part of the assets of the Party.
- 16.2 When [redacted] We shall be entitled to terminate the Contract in the event of a breach of these Terms and Conditions;
- 16.2.1 [redacted] bankruptcy or liquidation either voluntary or compulsory or the appointment of a receiver or liquidator or administrator or trustee or receiver in respect of the whole or part of the assets of the Party.
- 16.2.2 [redacted] any of the above reasons:
- 16.3 In the event of any of the above reasons:
- 16.3.1 [redacted] and under the Contract shall become due and payable and
- 16.3.2 [redacted] immediate right to request the immediate return of the Tent/Gazebo/Marquee and to repossess the Tent/Gazebo/Marquee for any reasonable costs involved in such return.
17. **Entire Agreement**
- 17.1 The Contract, these Terms and Conditions, the Order and any other documents expressly incorporated into the Contract, contain the entire agreement between the Parties in respect of the subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 17.2 Each Party acknowledges that, in entering into the Contract, neither Party has relied on any representation, warranty or other provision made by the other Party in the documents comprising the Contract.
18. **Other Important Provisions**
- 18.1 We reserve the right to assign our obligations and rights under these Terms and Conditions (together with the contract, as applicable) to a third party (this may include the sale of or the sale of all or part of Our business). If this occurs We will inform You in writing. Your obligations and rights under these Terms and Conditions will not be affected and Your obligations and rights under these Terms will be transferred to the third party.
- 18.2 You acknowledge that Your obligations and rights under these Terms and Conditions (together with the Contract, as applicable) without Our express

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18.3 The [redacted] and Us. It is not intended to benefit any other person or party and no such person or party will be entitled to enforce these Terms and Conditions.

18.4 If any of these Terms and Conditions are found to be unenforceable by any court or other authority, that [redacted] shall be deemed severed from the remainder of these Terms and Conditions shall be valid.

18.5 No failure to exercise any of Our rights under these Terms and Conditions shall be deemed a waiver of the same or any other provision.

19. **Governing Law**

19.1 These Terms and Conditions, the Contract, and the relationship between you and Us (in whole or otherwise) shall be governed by, and construed in accordance with, the law of England and Wales.

19.2 Any proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (in whole or otherwise) shall be subject to the [non-] exclusive jurisdiction of the English Courts.

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Privacy Notice

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