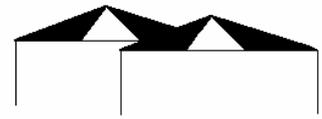


# LONDON GARDEN MARQUEES

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## Terms and Condition of Hire

### Definitions

- The Company is LONDON GARDEN MARQUEES.
- The Hirer is the person or persons hiring the equipment from the company.
- The Equipment is all the items provided to or hired by the hirer.
- The Period of Hire is the time commencing immediately after installation by the company of the equipment and terminating after equipment is removed by the company.

### General

- These terms and conditions apply to all contracts entered into by the company and the hirer unless otherwise stated in the company's written quotation.

### Terms

- The hirer will pay a fee of £50 to secure the booking (deducted from final invoice). Balance in full on collection. Any payment not received within 14 days will be subject to 5% surcharge.
- A deposit of £400 per marquee is required either by cheque or cash on day of delivery which is fully refundable when final invoice is paid, providing no loss or damage occurs to equipment hired other than through fair wear and tear.

### Cancellation

- Cancellation of the contract more than 28 days prior to function date - loss of £50 booking fee.
- Cancellation of the contract less than 28 days prior to function date - 25% of hire charge payable.
- Cancellation of the contract less than 7 days prior to function date - 50% of hire charge payable.

### Site Conditions

- The site must be clear of all obstacles, as agreed at site visit, PRIOR to arrival of build crew.
- The company cannot be held responsible for damage caused to concealed or buried pipes; cables or other service features unless their position has been clearly marked on the site by the hirer. Lawn mowing and any grass cuttings are to be collected PRIOR to the arrival of build crew.

### Hirer's Responsibilities

- Structural components, power cables and lighting installed by the company must not be repositioned by the hirer.
- All marquees must be clear of tables, chairs, china and glass prior to collection.
- A cleaning charge may be levied for excessively dirty equipment returns.

### Liability

- The company can accept no responsibility whatsoever, whether in contract or in tort or otherwise, for loss or damage, whether direct or consequential, arising from the use of marquees during the period of hire or in the course of their installation or removal whether the same be caused by the negligence of the company, their servants or agents, or otherwise save in respect of liability for death or personal injury resulting from negligence on the part of the company if such claims are made directly against the company by persons, or persons claiming under them who have themselves suffered death or personal injury.

### Force Majeure

- Whilst every effort will be made by the company to complete an order the company cannot be held liable for non completion of an order, or equipment failure due to matters beyond its control.

### Insurance

- The Company carries £2 million Public Liability cover. The above provisions are designed to enable the company to provide their services at a competitive price and, for that reason, customers are advised that they should consider making their own arrangements in respect of loss, damage or liability, which by this agreement, the company cannot accept.