

# Lynx Marquee Hire Terms and Conditions

## Definitions

“the Code” means the Made Up Textiles Association’s Code of Practice for Marquee Hirers a copy of which is available on request

“Lynx Marquee Hire” or “the Company” means the Partnership company between D C Roberts and R Roberts, R & DC Lynx LTD, Lynx Covers LTD and/or Lynx Marquees LTD

“Delivery Date”, “Deposit (if any)”, “Equipment”, “Client”, “Price”, “Site” and “Use Period” shall have the meanings as set out in the Quotation.

“Period of Hire” means the period from the Delivery Date until the Equipment has been dismantled and removed from the Site.

“Quotation” means the quotation sent by the Company to the Client as set out overleaf.

“MUTA” stands for Made Up Textiles Association’s

These conditions shall apply to all orders and contracts for the supply of Equipment in the UK by the Company or its authorised agents and if there are any qualifications or variations to these conditions it is important for the avoidance of doubt that such variations should be in writing in the space overleaf.

All orders for goods shall be deemed to be an offer by the Client to hire goods in accordance with these conditions, the Code and the Quotation.

## Lynx Marquee Hire Undertakes

1. to deliver the Equipment on the Delivery Date and to proceed to erect it for use on or before the commencement of the Use Period except that if the Equipment is tables, chairs and forms the Company’s obligation is limited to delivery only.
2. to dismantle and remove the Equipment from the Site as soon as reasonably practicable after the Use Period.
3. to insure the Equipment at the Clients expense. THE CLIENTS ATTENTION IS DRAWN to the conditions relating to insurance.

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### The Client Undertakes

1. to pay the Deposit (if any) and to pay the balance in accordance with the Quotation.

to pay to the Company the insurance fee (if any) as set out in the Quotation. If the Client declines to pay the insurance fee then the Client shall produce proof of insurance cover to the reasonable satisfaction of the Company at least 7 days prior to the Delivery Date and in the event that it fails to do so then he shall pay the insurance fee as set out in the Quotation.

3 to pay interest on all monies outstanding 14 days after the date for payment both before and after judgement at a rate of 4 per cent per annum above the base rate of National Westminster Bank Plc from time to time.

4.1. to provide the Company a reasonable period of time before the Delivery Date with an accurate plan of the Site showing all relevant services and any apparent obstacles which may affect the erection of the Equipment (including underground/overhead cables). T and the position on the Site in which the Equipment is to be erected and to advise the Company of any alterations in the Site of which it is aware that may take place after the date that the plan is provided.

5.2. to give notice to or obtain any necessary permits from local authorities and/or the Site owners prior to erection.

6.3. if any part of the Equipment includes electrical apparatus to provide such power points or supply as may be reasonably required by the Company within 15 metres of the Equipment.

7.4. not to enter the Equipment while it is being erected by the Company

8.5. to keep any part of the Equipment that is a framed structure or a tent completely closed and secure and in particular any door in place and fastened when not in use.

9. during the Period of Hire to be responsible for the maintenance and safe custody of the Equipment and to reimburse the Company for any loss occasioned thereto (fair wear and tear excepted) and excepting any damage covered by the insurance fee providing the insurance cover has not been invalidated by any act or default of the Client.

6. The client shall be responsible for and indemnify the company against any loss of or damage to all hired equipment whatsoever the cause.

7. The client must provide to the company proof of having arranged insurance in their name for their hired equipment at least seven days prior to the delivery date of the equipment.

10.8. not to use any lighting, heating, cooking or other gas or electrical appliances of any kind without the previous consent in writing of the Company. Heating or cooking equipment to be placed a minimum of six feet from the marquee or tent panels and not left unattended whilst in use. Barbeque equipment or open fires outside to be placed a minimum of fifteen feet from the marquee.

11 to heat the interior of the Equipment to not less than 12 degrees centigrade in the event of snow or should snow be forecast.

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12.9. not to tamper with the structure or any part of the Equipment and in particular not to affix or suspend from the Equipment any item whatsoever without the Company's prior written consent.

10. not to smoke inside the marquee - THE MARQUEE IS A NO SMOKING AREA

## Variations

1. The Company will use its best endeavours to supply the Client with the Equipment ordered but where this is not possible the Company will notify the Client as soon as possible of any alterations to the design and specifications of the Equipment and where the alteration is fundamental the Client may terminate this contract and any Deposit paid will be refunded.

2. The Price is based on the assumption that the Client provides a firm and level site of turf (or some other material not impervious to stakes and able to absorb rainwater) and is served by a firm access road adjacent to the Site with adequate hard-standing for commercial vehicles is free from flooding trees and overhead obstruction. If this is not the case or if the Client wishes the Company to erect the Equipment in a different position on the Site to the one indicated by the Client to the Company at the time of the Quotation and in either event the costs to the Company are subsequently increased by reason of increase in labour costs or any other factor the Company may increase the price in accordance with the Company's published price list and hourly labour rates then in force.

## Understandings

1. The Price does not include making good any repairs to the Site unless caused by the negligence of the Company's servants, agents or contractors.

2. All sums payable under this Agreement unless otherwise stated are exclusive of VAT and other duties or taxes. Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.

## Insurance

The insurance fee referred to above paid by the Client to the Company covers the Equipment against: -

- a) Theft
- b) Vandalism
- c) Fire and explosion
- d) Storm and tempest

## Exclusions from Insurance

1. Furniture
2. The Client shall be responsible for the insurance excess as set out in the Quotation.
3. Cover only applies to Equipment that is delivered or erected by the Company and does not include any Equipment provided by a sub-contractor.

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4. Any breach of the Company's terms and conditions as herein stated will negate the insurance policy.

5. Failure to report the loss or damage arising from fire, theft or vandalism to the police immediately upon discovery and to the Company within 24 hours.

### **Cancellation**

1. Either party shall have the right to terminate this Contract without penalty within seven days from the date hereof subject to written confirmation of such termination being given by one party to the other within such period. In the event of such termination by either party the Company shall refund to the Client all sums paid by the Client to the Company by way of deposit or otherwise.

2. Once the period of 7 days referred to in the preceding clause has passed should either party cancel the Contract compensation will be paid of 50% of the Price save that if it is cancelled within 7 days prior to the Period of Hire the compensation will be the Price.

3. If the Client cancels pursuant to the preceding clause and the Company is able to re-let the Equipment then the Client shall not pay the full cancellation charge but an administration charge based on the costs incurred by us in re-letting the Equipment which in any event shall not exceed 20% of the Price.

### **Exclusion of Liability**

1. The Company will make every effort to complete the erection of the Equipment on or before the commencement of the Use Period, provided that the Client has complied with the undertakings set out above. If the Equipment is not erected before the commencement of the Use Period the Client shall have the right to withdraw and the Company shall return all monies paid. If the Equipment is not erected because of delays due to weather or other circumstances beyond its reasonable control the Company shall not be liable to pay further compensation to the Client.

2. The Company will take all reasonable care to avoid any damage to the Clients' own equipment but cannot be responsible for any loss suffered by the Client in respect thereof other than as a result of the negligence of the Company's servants, agents or contractors.

Comments on these terms and conditions in relation to cancellations occasioned by Foot & Mouth disease are also available on the MUTA website.

MUTA RECOMMENDED TERMS AND CONDITIONS FOR LYNX MARQUEE HIRE

Prepared for the MUTA Marquee Section 1999

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