

Terms and Conditions

The Parties to this Contract are:

Husk Marquees Ltd (1) (referred to as 'Husk Marquees' and/or 'we' or 'us') (company number is 12859994) whose registered office address is 8 Blounts Court Road, Peppard Common, Henley-On-Thames, RG95HB
and

(2) (referred to as the 'Client' and/or 'you')

1. DEFINITIONS

1.1. You must read these Terms carefully as they explain who we are; the basis on which we agree to hire the Equipment to you and what contractual terms and conditions will apply.

1.2. Definitions in these Terms;

"Client" means the person, firm or company who accepts the Quotation provided by Husk Marquees regardless of whether that person, firm or company is acting on their own account, with others, or is organising an Event on behalf of someone else.

"Consumer" means an individual person or persons hiring the Equipment for purposes which are wholly or mainly outside his / her / their trade or business.

"Business Client" means a client who does not fall within the definition of a "Consumer" as aforesaid.

"Contract" means the terms agreed between Husk Marquees and the Client for the hire of Equipment, as set out herein.

"Deposit" means 20% of the Hire Charge payable on acceptance of the Quotation.

"Existing Structures" means any pipes, cables and other features in the ground at or near to the Site on which the Equipment is to be constructed, and which could be negatively affected by the delivery; construct or use of the Equipment and in relation to which the Client is responsible to notify Husk Marquees in writing, of their existence, at least 35 days before the Event.

“Event” means the period for which the Equipment is being provided by Husk Marquees for hire to the Client for their use.

“Additional Charge” means when we raise a supplementary invoice after the Event in respect of any damage and/or cleaning costs to the Equipment, or when changes to the original Site plan have been requested and accommodated by us, as provided below.

“Quotation” means Husk Marquees’ written quotation for the construction and hire of the Equipment for the Event.

“Order” means the contract for the hire of the Equipment entered into by the Client with us, on acceptance of a Quotation;

“Sub-contractor” means any person, firm or company with whom Husk Marquees contracts to supply goods and services necessary for the delivery of the hire of the Equipment for the Event.

“Event Date” means the date(s) you stipulate on the Quotation for hire of the Equipment until the confirmed Equipment uplift date.

“Hire Charge” means the total amount that you are liable to pay to us for the hire of Equipment as set out on the Quotation and accepted by you.

“Site” means the location at which the Equipment is to be delivered and constructed as set in the Quotation.

“Site Plan” means any plan accompanying the Quotation referencing the proposed positioning of the Equipment and on which any Existing Structures are to be identified by you.

“Equipment” means the equipment as detailed in the Quotation.

“VAT” means any Value Added Tax chargeable under the Value Added Tax Act 1994 (or subsequent legislation) if any.

2. CONTRACT FOR THE HIRE OF THE EQUIPMENT

2.1. Any Order you place with us (on your written acceptance of a Quotation) is a contract to hire the Equipment in accordance with the terms and conditions set out below.

2.2. Unless otherwise agreed (and subject to any change in the Hire Charge specified in the Quotation) a Quotation can only be accepted by you:

2.2.1 Confirming acceptance in writing, using our form of acceptance; and

- 2.2.2 Providing that acceptance within 30 days of the Quotation being provided to you, and
 - 2.2.3 (Subject to clause 4.4) paying the non-refundable Deposit as provided in clause 4.2.
- 2.3 Once accepted as provided in clause 2.2, an Order is finalised and a Contract of hire of the Equipment comes into existence as between the parties.
- 2.4 Before confirming an Order, we will (where practicable) conduct a site visit to assess if the Site is suitable for the Equipment. It is the Client's responsibility to inform Husk Marquees of any Existing Structures. Husk Marquees cannot be held responsible for damage caused to Existing Structures unless their positions have been physically marked out and confirmed as indicated on the issued Site Plan.
- 2.5 You must inform us of any changes to the Site (plan) or if you expect any changes to the Site (plan) as soon as possible or at the latest, 14 days before the Event Date. If we can reasonably accommodate those changes, we will do so but reserve the right to raise an Additional Charge, which we will confirm in writing. If we cannot accommodate the changes, then we reserve the right to terminate the Contract by giving you written notice pursuant to clause 10.
- 2.6 It is the Client's responsibility to ensure that Husk Marquees has adequate access to the Site and the surrounding area to deliver and to construct the Equipment (including providing vehicular access to accommodate a lorry onto the Site). If access to the Site is not possible alternative arrangements can be discussed which may lead to the Client being liable for an additional charge.

3. EVENT DATE

The Event Date starts on the delivery date stipulated on the Quotation and is for the period agreed in the Quotation unless the Contract is terminated earlier in accordance with these Terms.

4. HIRE CHARGE AND DEPOSIT

- 4.1 You shall pay the Hire Charge (and any Additional Charge) in accordance with these Terms.
- 4.2 You will pay us a non-refundable deposit of 20% of the Hire Charge on acceptance of the Quotation. If the Client does not pay the Deposit within 14 days, then we may terminate the Contract in accordance with Clause 10.
- 4.3 The balance of the Hire Charge shall be paid 28 days before the Event Date (the deposit being held as part payment of the Hire Charge).

- 4.4. If a Quotation is provided for an Event within 28 days of the date of the Quotation, the Hire Charge is payable by you in full on acceptance of the Quotation.
- 4.5. All charges in the Quotation are exclusive of any VAT payable.
- 4.6. *This sub-clause applies if you are a Business Client only:*
All amounts due under the Quotation 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).
- 4.7. If an invoice is not paid on its due date, then we may charge you interest on the overdue amount at the rate of 5% per annum above the Bank of England's base rate. This interest shall accrue on a daily basis from the due date until actual payment of the overdue amount.
- 4.8. If the Client fails to pay the deposit; the balance of the Hire Charge and/or any Additional Charges due, as provided above, we reserve the right to terminate the Contract.

5. DELIVERY AND CONSTRUCTION

- 5.1. On delivery of the Equipment onto Site you are responsible for its safe keeping until expiry of the Hire Period.
- 5.2. *This sub-clause applies if you are a Business Client only:*
You shall ensure that a duly authorised representative of your business is present at the Site when the Equipment is constructed. The representative will be asked to inspect the Equipment once fully constructed and acceptance by him or her shall constitute conclusive evidence that you have so inspected the Equipment and have found it to be in good condition, complete and fit for the purpose for which it is intended, as provided in the Quotation (save as regards any latent defects not reasonably apparent on inspection).
- 5.3. *This sub-clause applies if you are a Business Client only:*
We will allow you reasonable time to inspect the Equipment after it has been constructed and satisfy yourself that the Equipment is as per the Quotation; in good condition and complete, and fit for the purpose for which it is intended. You will inform us as soon as reasonably practicable if you are not so satisfied and allow us a reasonable opportunity to make reasonable repairs and/or replacement of the Equipment (or part thereof), or to remedy any reasonable issue raised.
- 5.4. You are responsible for ensuring that the Site is suitable for construction of the Equipment and is clear from all and any objects and debris which may impede this process. If when we attend to undertake Delivery, the Site is not

suitable for construction of the Equipment and free from objects and debris, we may make an Additional Charge for any work we have to undertake to clear the site. If it is not reasonably possible for us to do so, we reserve the right to terminate the contract.

- 5.5. We will not be responsible for any delay or failure to supply the Equipment if the delay/failure is caused by the Client not ensuring the Site is ready for delivery and construction of the Equipment as per the Order.
- 5.6. Force Majeure:
Every effort will be made by us to fulfil the Order. Where the Order cannot be fulfilled, the parties (or party) shall not be (or be deemed to be) in breach of the Contract or otherwise liable due to any act of God, war, civil disturbance, malicious damage, strike, lockout, industrial action, fire, flood, drought, extreme weather condition, compliance with any law or governmental order, rule, regulation, direction, pandemic or other circumstance beyond the reasonable control of the party affected, which makes delivery and/or construction of the Equipment unsafe or impossible, or where (due to Force Majeure or unlawful action of a third party) we have been unable to remove Equipment from a previous Site.

6. TITLE, RISK AND INSURANCE

- 6.1. The Equipment shall at all times remain our property. You shall have no right, title or interest in or to the Equipment.
- 6.2. The risk of loss, theft, damage or destruction of the Equipment becomes yours after Delivery. The Equipment shall remain at your sole risk during the Hire Period and any further period of time during which the Equipment is in your possession until such time as the Equipment is recovered by us.
- 6.3. You shall give immediate notice to us in the event of any loss, accident, vandalism or damage to the Equipment arising out of or in connection with your possession or use of the Equipment. You shall also inform the Police in the event of any vandalism or theft of the Equipment and obtain a crime reference number which you shall give to us.
- 6.4. You agree that you will cooperate with us and provide as much information as we or our insurers reasonably request, in the event of a claim thereunder relating to any loss or damage arising due to incidents occurring during your hire of the Equipment.

7. YOUR RESPONSIBILITIES

- 7.1. The Client agrees and warrants that during the Hire Period and for any additional time the Equipment is in your possession;
 - 7.1.1 to use the Equipment solely for the purpose for which the Equipment was designed;
 - 7.1.2 not to tamper with the Equipment or attempt to remove it, deconstruct it or in any way interfere with the Equipment;
 - 7.1.3 to ensure that all doors and openings into the Equipment are closed and secured at all times it is not in use;
 - 7.1.4 to immediately report any damage, loss, vandalism or defect to the Equipment to us and to the Police;
 - 7.1.5 not to make any alterations or additions to the Equipment;
 - 7.1.5 to keep the Equipment at all times at the Site and not to move or attempt to move any part of the Equipment;
 - 7.1.6 to permit us (or our duly authorised representative/s) to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site and shall grant reasonable access and facilities for inspection.
 - 7.1.7 not to allow Equipment to be confiscated, seized or taken out of your possession or control under any legal process, but if the Equipment is so confiscated, seized or taken, you shall notify us immediately. We may insist under such circumstances that the Client indemnify Husk Marquees against all losses and expenses, we reasonably incur as a result;
 - 7.1.8 not to use the Equipment for any unlawful purpose or to allow any unlawful dealings or actions to be carried out within the Equipment;
 - 7.1.9 at the end of the Hire Period or on earlier termination of the contract, to allow us or our authorised representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment;
 - 7.1.10 not do or permit anything to be done which could invalidate the insurance of the Equipment;

- 7.1.11 not use any electrical supply within the Equipment (or within 15 metres of it), unless the supply is a fully certified and we have agreed to its use.
 - 7.1.12 not to enter or allow anyone else to enter (or any domestic animal to enter) the Equipment or the surrounding environment on the Site, whilst it is in the process of being constructed or dismantled.
 - 7.1.13 not to use any lighting, heating; decorative features involving naked flames (such as fires) or any gas or electrical appliances within or close to the Equipment unless we have agreed this with you.
 - 7.1.14 not to affix or suspend any object from the Equipment unless we have agreed this with you.
- 7.2. You undertake to abide by the above warranties and to fully indemnify us on demand for all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any breach of these warranties or any failure by you to comply with this Contract.

If you are a Business Client:

- 7.3. You shall fully indemnify us against any damage or liability incurred by as a result of your breach of your obligations under clause 7.1.
- 7.4. You acknowledge and agree that we shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by you or your officers, employees, guests, agents and contractors.

If you are a Consumer;

- 7.5. We will be allowed to seek from you any loss or damage that is caused to us as a result of any breach by you of your obligations under clause 7.1. We recommend that you take out full insurance cover in respect of your use of the Equipment and whilst the Equipment is in your possession (including its delivery and removal).

8. OUR RESPONSIBILITIES

- 8.1. We confirm that we will not, other than to exercise our rights under these terms or any applicable law, interfere with your possession or use of the Equipment during the Hire Period.
- 8.2. We shall dismantle and remove the Equipment from the Site as soon as possible after the end of the Hire Period, but time shall not be of the essence for us to do so. Until such time as the Equipment has been removed, the Equipment shall continue to be the responsibility of the Client.

9. CLIENT'S RIGHT TO CANCEL

If you are a Business Client:

9.1 Subject always to clause 9.3, once the Contract has been entered into, either Husk Marquees or the Client may terminate the Contract by providing notice in writing to the other party within 7 days of the date of the Order. In this event, we shall refund the Deposit to you.

9.3. Where the Event date is:

9.3.1 Less than 28 days of your cancellation notification, the whole balance of the Hire Charge (including any Additional Charges if applicable) is payable immediately. Where payment has already been made, no refund will be made to you,

or

9.3.2 29 days or more from the cancellation notification, the client shall forfeit their Deposit.

9.3.3 over a year from the cancellation notification, the Deposit shall be refunded to you.

If you are a Consumer

9.4. Once the Contract has been entered and the Client terminates the Contract more than 29 days before the Event Date, the Client shall forfeit the Deposit.

9.5. If the Client terminates the Contract less than 28 days before the Event date, the whole Hire Charge (and any Additional Charge, where applicable) will be payable.

10. OUR RIGHT TO CANCEL

If you are a Business Client:

10.1. We may terminate and end the Contract at any time by writing to you if;

a. You do not make payment to us when it is due, and you still do not make payment within 7 days of us reminding you that the payment is overdue.

b. You do not make payment of the Deposit on time.

- c. You advise us of a change to the Site Plan which we are unable to reasonably accommodate the proposed change.
- d. There is not adequate access to the Site.
- e. We find that the Site is not clear of objects and debris and it is not reasonably possible for us to construct the Equipment.
- f. You are made bankrupt or you suspend, or threaten to suspend, payment of debts due to your creditors; or
- g. Where you are a Business Client, and you are a company or limited liability partnership and are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986.

together referred to as "Cancellation due to Client default"

If you are a Consumer

- 10.2. We may write to you to provide Cancellation due to Client default if any of the situations apply to you (as varied to the extent that you are a Consumer, and not a Business Client) as set out in clause 10.1;
- 10.3 In that event (subject to clause 10.4), we will refund your Deposit or any Hire Charge you have paid less deductions for reasonable compensation for any losses; expenses or costs we have incurred due to the Cancellation due to Client default.
- 10.4 No refund of the High Charge (or any Additional Charge) shall be made to you where Cancellation due to Client default, has occurred within 28 days or less of the Event Date.

11. WARRANTY

If you are a Business Client

- 11.1. We warrant that the Equipment shall substantially conform to its specification; be of satisfactory quality and be fit for any purpose held out by us.
- 11.2 We shall use reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests during the Hire Period, provided that:
 - a. you inform us of any defect as soon as reasonably possible;
 - and
 - b. the defect did not materialise as a result of misuse, neglect, alteration, repair, mishandling, or unauthorised manipulation by any person other than by our authorised personnel;
 - and/or

c. the defect did not arise out of any information, design or any other assistance supplied or furnished by you or upon your behalf.

- 11.3. We shall use our reasonable endeavours to supply the Equipment as ordered by you. We shall however have the right to provide Equipment which may be different in design or appearance to the Equipment ordered provided the same is not materially different in size or specification.
- 11.4. If we fail to remedy any material defect in the Equipment in accordance with clause 11.1, or if the Equipment supplied is materially different in size or specification to the Equipment ordered, then we shall, at your request, remove part of all of the Equipment and, if all the Equipment is removed, refund any money you have paid to us in full, or, if only part of the Equipment is removed, make an appropriate reduction to the Hire Charge during the remaining term of the Hire Period.
- 11.5. We warrant to you that the installation and construction of the Equipment on the Site will be carried out with reasonable care and skill.
- 11.6. We are not responsible for any defect which arises as a result of your misuse, neglect, negligence or unauthorised use of the Equipment.

If you are a Consumer:

- 11.7. We warrant to you that the Equipment shall conform to its specification, be of satisfactory quality and fit for any purpose held out by us.
- 11.8. We warrant to you that the installation and construction of the Equipment on the Site will be carried out with reasonable care and skill.
- 11.9. We shall use reasonable endeavours to remedy, free of charge, any material defect in the Equipment or in the installation on Site which becomes apparent during the Hire Period and for which we are responsible.
- 11.10. We are not responsible for any defect which arises as a result of your misuse, neglect, negligence or unauthorised use of the Equipment.
- 11.11. If the Equipment does not comply with the warranties in these sub-clauses, then you have legal rights and remedies and may be entitled to a full refund and/or to cancel the Contract. You should seek advice from an advice agency (such as Citizens Advice Bureau) or legal advice. In the event you cancel the Contract, Husk Marquees will attend and remove the Equipment from the Site and repay you all or an appropriate proportion of the money that you have paid to us.

12. LIABILITY LIMITATION

If you are a Business Client

- 12.1. Our maximum aggregate liability for under this Contract (including, but not limited to, any liability for the acts or omissions of our employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the Hire Charge.
- 12.2. Nothing in these Terms shall exclude or in any way limit;
 - a. either your or our liability for death or personal injury caused by your or our negligence;
 - b. either your or our liability for fraud or fraudulent misrepresentation; or
 - c. any other liability which cannot be excluded by law.
- 12.3. These Terms (and specifically clause 12) contain the full extent for our obligations and liabilities in respect of the Equipment and its hiring to you. Without limiting the aforesaid, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on us except as specifically stated in the Contract. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within the Contract whether by statute, common law or otherwise, is expressly excluded.
- 12.4. We shall not be responsible for any loss or damage to the Site or to any third-party property or land or to any property or land of your unless that same is caused by our negligence. You accept that when we are delivering and constructing the Equipment, that some small amount of damage may be caused to the Site upon which the Equipment is constructed as well as the surrounding area. We are not responsible for the cost of repairing any pre-existing faults or damage to your Site, your property or that of any third party.
- 12.5. Without prejudice to clause 12.2, we shall be liable under this Contract for any claim by you for:
 - a. loss of profit;
 - b. loss of revenue;
 - c. loss of business; or
 - d. indirect or consequential loss of damage, in each case, however caused, and even if foreseeable.

If you are a Customer:

- 12.6. We are responsible for loss or damage only that is a foreseeable result of a breach of the Contract. Such loss and damage are only foreseeable if it is obvious or if at the time that you (Client) and Husk Marquees entered the Contract you and we both knew it might happen.
- 12.7. We do not exclude in any way our liability for death or personal injury caused by our negligence or that of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation, or for defective products under the Consumer Protection Act 1987 (as applicable).
- 12.8. You accept that when we are delivering and constructing the Equipment, that some small amount of damage may be caused to the Site upon which the Equipment is constructed as well as the surrounding area. We will do our best to limit this damage but cannot be responsible for the same. In addition, we are not responsible for the cost of repairing any pre-existing faults or damage to the Site, your property or that of any third party.
- 12.9. The Equipment is hired to you for domestic and private use only. If you use the equipment for any commercial or business purpose, we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. OTHER TERMS

- 13.1. We may transfer our rights and obligations under the Contract to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights.
- 13.2. You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 13.3. Nobody else other than the Parties has any rights under the Contract. No other person shall have any rights to enforce any of its Terms.
- 13.4. Each of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining Terms will continue to have full force and effect.
- 13.5. If we do not insist immediately that you fulfil your obligations under the Contract, or if we delay in taking steps against you in respect of any breach of contract, any such delay shall not prevent us taking steps against you at a later date to enforce the Terms and/or to recover damages from you.

13.6. This Contract is governed by English law. You can bring legal proceedings in the English courts, although if you live in Scotland you can bring legal proceedings in either the Scottish or the English courts, and if you live in Northern Ireland you can bring legal proceedings in either Northern Irish or the English courts.

14. MUTA

- 14.1. We are a member of MUTA (company name The Performance Textiles Association Limited whose registered office is at 10B Red House Yard, Gislingham Road, Thornham Magna, Suffolk IP23 8HH). We adhere to MUTA's "Safe Use and Operation of Temporary Demountable Fabric Structures" code which is available at www.muta.org.uk.
- 14.2. MUTA offers a mediation service and you can contact MUTA on 01379 788673 or by email at info@muta.org.uk to ask that MUTA considers a complaint or dispute.
- 14.3. In the event that the Mediation is not successful, either may still commence legal proceedings as referred to in clause 13.