

## 2017/2018 TERMS & CONDITIONS

### Marquee and Ancillaries, Mobile Toilets & Generators

#### 1. Marquee Conditions:

If Super event is not the catering service provider for an event, it is the customer's responsibility to ensure that the marquee is left in the same condition as it is found. Any clearing/tidying undertaken by **Super Event Ltd**, before they are able to dismantle/remove equipment, will be charged at £15.00 per staff/per hour and added to the final invoice. (e.g. collecting litter, confetti, glasses, etc).

#### 2. Responsibility:

**Super Event Ltd** cannot accept responsibility for any loss, including but not limited to, loss of use or enjoyment of catering services, marquee, generator, mobile toilets, or any additional equipment, or services or interference with events, arising from infestations, to include but not limited to rodents, insects, ants, wasps and bees, however caused. **Super Event Ltd** accepts no responsibility for any loss, damage, costs, claims or expenses suffered or incurred by the customer or by any third person (including the customers servants or agents) except that **Super Event Ltd** does not by this exclude its liability for death or personal injury arising out of negligence of Super Event Ltd. All damage caused to equipment as a result of flooding or water logging is the responsibility of the customer, and all necessary costs for repairs or replacement are the responsibility of the customer. Super Event Ltd cannot accept any responsibility for damage to include but not limited to underground cables, wires, drains, gulleys, pipes, and ductwork of any kind as a result of any work including but not limited to accessing, delivering, erecting, dismantling, stabilising, securing, or collecting of any equipment and/or services.

#### 3. Grounds and Weather:

It is at the absolute discretion of **Super Event Ltd** to decide whether ground and/or weather conditions are suitable for the erection/dismantling and/or the installation /removal of any other equipment.

#### 4. Use:

The marquee and all other equipment is the responsibility of the customer once the marquee has been erected and equipment delivered/installed. The customer shall ensure the marquee and other equipment is used safely, by competent and duly licensed operators as the case may be, without risk to health and safety, and is not used for any purpose for which it is not designed.

## 5. Defective marquee and/or equipment:

The customer shall report any defect to **Super Event Ltd** within 24hrs of delivery or erection. It is at the discretion of **Super Event Ltd** to decide whether the marquee or equipment is not functioning correctly or is sub standard in some way. If it is the case, **Super Event Ltd** shall endeavour within reason to provide repairs or a suitable replacement. **Super Event Ltd** has no responsibility for loss, failure or interruption in the supply of services to include gas, electricity and water, however caused. The continuous provision of services in sufficient quantities (**Super Event Ltd** shall decide in its absolute discretion what is sufficient) to include preparation of the event, duration of event, and breakdown of event, is the responsibility of the customer. In the event of a problem of any kind with supply of these services, and **Super Event Ltd** as a result is unable to provide services to the customer, full payment of goods and services will payable by the customer to **Super Event Ltd**. Should any of the above cause **Super Event Ltd** to encounter difficulties with timings and scheduling as a result of problems with services, **Super Event Ltd** is not responsible for any loss of use, failure to supply goods and/or services, in full or part, to include loss of enjoyment of any kind. All invoices will remain payable by the customer to **Super Event Ltd**.

## 6. Generators and mobile toilets:

**Super Event Ltd** cannot accept any responsibility for failure of any generator or mobile toilets. Under any circumstances **Super Event Ltd's** liability is limited to (as a maximum) the hire fee of the generator or mobile toilets in question. **Super Event Ltd** has no responsibility for loss or damage of any kind, however caused, to the customer or agents as a result of failure of a generator or mobile toilets.

## 7. Times:

Times given with regard to erection and break down of a marquee and/or delivery/collection of equipment are estimates only.

## 8. Maintenance:

**Super Event Ltd** will maintain the marquee and equipment at its own expense and the customer shall, when required by **Super Event Ltd**, grant access to the marquee and equipment for the purpose of inspecting it and carrying out any work of maintenance or repair.

The customer must not attempt to erect or move the marquee, mobile toilets, mobile cold rooms or generator.

The customer must not attempt to repair the marquee or any other equipment in the event of damage or fault, but must at once notify **Super Event Ltd**.

If the fault or carelessness of the customer or any misuse of the equipment has caused the damage, the repair will be at the expense of the customer.

**Super Event Ltd** may substitute other marquees and/or equipment of a similar type or condition in lieu of repairing the marquee without relieving the customer from responsibility for the cost of repair under the “responsibility clause” above and without extending the period of hire.

**Super Event Ltd** may terminate the hire agreement by written notice to the customer at any time if in the sole opinion of **Super Event Ltd** the marquee is not worth repairing or cannot be repaired; in such event (except where the “responsibility clause” above applies) **Super Event Ltd** shall repay the hire rent for any outstanding period for which it has already been paid. Nothing in this clause shall affect or diminish the liability of the customer for any breach of this agreement or render **Super Event Ltd** liable to the customer for any resultant or consequential loss, damage, or inconvenience.

## 9. Cancellation:

The agreement and the hire constituted by it shall end without notice but at the discretion of **Super Event Ltd** and the customer shall no longer be in possession of the marquee or any equipment with **Super Event Ltd's** consent, in any of the following circumstances:

A default by the customer in the payment of any money due under agreement.

A breach by the customer of any of the provisions of the above terms or conditions other than those relating to the payment of money.

## 10. Consequential loss:

**Super Event Ltd** shall be under no liability whatsoever to the customer for any indirect loss and/or expense (including loss of profit) suffered by the customer arising out of a breach by **Super Event Ltd** of this contract.

## 11. Force Majeure:

**Super Event Ltd** shall not be liable for any default due to an act of God, war, civil disturbance, malicious damage, strike, lock-out, industrial action, fire, flood, drought, extreme weather conditions, compliance with any law or governmental order, rule, regulation, direction or other circumstance beyond the reasonable control of **Super Event Ltd**.

## 12. Joint Hirer:

Where there is more than one customer, each is separately responsible for the performance of this agreement.

## 13. Headings:

The headings in this agreement are for ease of reference and do not affect the construction of this agreement.

#### 14. Singular to plural:

In this agreement the singular includes the plural and masculine includes the feminine and the neuter, and vice versa as the context may require.

#### 15. Proper Jurisdiction:

This agreement will be governed by English Law.

#### 16. Severance:

Any provision of this contract, which is or may be void or unforeseeable shall to the extent of such invalidity or any enforceability be deemed severable and shall not affect any other provision of the contract.

#### 17. Waiver:

No waiver or forbearance by **Super Event Ltd** (whether expressed or implied) in enforcing any of its rights under this contract shall prejudice its right to do so in the future.

## CATERING SERVICES

#### 18. Prices quoted:

Prices quoted are valid for an event hosting the number of people specified by **Super Event Ltd** in a written quotation to the customer. An increase or decrease in the prospective or actual numbers attending the event may affect (i) per head menu prices and (ii) overall staffing and equipment prices.

#### 19. Staff Costs:

The price that the customer has been quoted for the event includes the cost of staff as specified. The customer's attention is however drawn to the following: **Super Event Ltd** will agree with the customer a planned dining time, to include an element of flexibility of half an hour of the original/agreed starting time. The following will encounter additional staffing cost of £15.00 per staff/per hour, from the time they leave **Super Event Ltd** premises, to the time they return:

Later starting time than originally agreed and/or Staff required to stay on duty after midnight, are charged at £15.00 per member of staff per hour.

#### 20. Excess food:

**Super Event Ltd** will agree with the customer a menu and plan times when the food is to be served. Any food not served at the planned time is considered wasted food. Should the customer decide to consume or offer for consumption any wasted food, the customer accepts full responsibility.

## 21. Final number of guests:

Final number of guests must be confirmed twenty working days prior to the event taking place. The initial invoice will be based upon this confirmed number. Efforts will be made to accommodate any increase in the number of guests at a lesser notice, a further invoice will subsequently be issued.

## 22. Substitution of drinks:

**Super Event Ltd** reserves the right to substitute any drinks with a replacement of reasonable quality should it become necessary to do so. Drinks packages are served until Midnight. All excess drinks are the property of **Super Event Ltd**.

## 23. Damage to Equipment: (linen table cloths and glasses)

Should linen tablecloths and/or linen napkins be provided by **Super Event Ltd**, in order to cover the cost of damaged tablecloths **Super Event Ltd** will require a refundable £75.00 deposit at the time of initial payment. Please note that linen tablecloths and linen napkins often get damaged at events with cigarettes almost always causing this damage. **Super Event Ltd** will return in full the deposit should all tablecloths and napkins be undamaged. However a no-smoking policy is now law in any Marquee that is a work area for any **Super Event Ltd** staff. The client shall be responsible for enforcing a no smoking policy at all times. All broken/damaged/non returned glasses/equipment will be charged to the customer. The customer will be liable for any loss or damage however caused to venues, equipment, marquees, and village halls.

## 24. Power Supply for Spit Roast Machines:

It is the responsibility of the customer to provide adequate 13amp three-pin sockets and power supply to exact location of the spit-roasting machine, as per our spit roasting requirements (Available on request).

## 25. Confirmation of Booking / Deposit:

In order to confirm a catering and/or marquee booking, a non-refundable deposit payment of £1,000.00 plus VAT per item is required. Each component of **Super Event Ltd**, specifically: 1) catering, 2) marquee and associated equipment are each treated as separate bookings. A deposit is required to confirm each element. In respect of a confirmed booking, the date, staff and equipment will be reserved for the customer's use. Upon confirmation of booking, the customer is accepting the content of these Terms and Conditions, together with the content of our written quotation and prices included. A

booking shall not be considered confirmed until cleared deposit payment has been made, and a copy of these Terms and Conditions has been signed and returned to **Super Event Ltd**. All prices are subject to VAT at the prevailing rate. All cheques should be drawn in favour of **Super Event Ltd**.

## 26. Subsequent and final payments:

**Full payment (cleared payment) is required fourteen days prior to the date of the event.**

This payment (including deposit received) will total 100% of the invoice value. All outstanding charges, if applicable, (e.g. sale or return, extra staff etc), will be invoiced further to the event with payment to reach us within seven days of the date of the invoice. 2.5% above Barclays Bank base rate applies, in respect of late settlement of any invoice.

## 27. Cancellation of Booking:

The customer shall no longer be in possession of the marquee with **Super Event Ltd's** consent, in any of the following circumstances:

- 1) A default by the customer in the payment of any money due under this agreement for a period of 7 days.
- 2) A breach by the customer of any of the provisions of this agreement other than those relating to the payment of money.

The following cancellation terms apply to each component individually: 1) catering, 2) marquee and 3) mobile toilets and additional equipment (as few as one component and as many as three). In effect a cancellation is required for each component.

- 1) Should the customer decide to cancel a confirmed booking, no deposit will be returned.
- 2) Should the customer decide to cancel the booking with less than 180 days notice of the planned event date, payments totalling 50% of the anticipated invoice value must be paid.
- 3) Should the customer decide to cancel the booking with less than 90 days notice of the planned event date, payments totalling 75% of the anticipated invoice value must be paid.
- 4) Should the customer decide to cancel this booking with less than 60 days notice of the planned event date, payments totalling 85% of the anticipated invoice value must be paid.
- 5) Should the customer decide to cancel this booking with less than 30 days notice of the planned event date, payments totalling 100% of the anticipated invoice value must be paid.

All cancellations must be sent by recorded delivery, the customer obtaining proof and receipt for postage to: **Super Event Ltd**, Browning Road Industrial

Estate, Brownings Road, Heathfield, East Sussex, TN21 8DB. Proof of postage must be available for **Super Event Ltd** to inspect. All cancellations must be in writing. Telephone, email and/or fax cancellations are not acceptable. Cancellations will apply from the date the letter is received by **Super Event Ltd**.

## 28. Care of client goods:

**Super Event Ltd** will make reasonable efforts of goodwill to safeguard the property of the customer. Please note that **Super Event Ltd** has no responsibility for theft/loss and/or damage, however caused, including but not limited to, premises & fittings of any type i.e. hats, coats, wallets etc. Any cloakroom services provided by **Super Event Ltd** are done so on the sole basis of storage for coats, hats etc. No element of security and/or safeguard/responsibility, including but not limited to, damage, loss, or theft, of any items whatsoever, (however caused) is in any way associated with the service. **Super Event Ltd** strongly advises that all items of monetary/sentimental value are kept on the person.

## 29. Marquee and Catering Damage Waiver:

**Super Event Ltd** clients, who have paid a damage waiver fee to **Super Event Ltd**, will not be liable for damage to equipment, hired from **Super Event Ltd** to include Marquees, ancillary equipment, together with catering equipment. The damage waiver will only be in force once cleared payment has been received by **Super Event Ltd**, in advance of any hire-taking place, in advance of any installations, and/or deliveries of any equipment of any kind in part or full. The damage waiver will automatically be added to the client's final invoice, unless **Super Event Ltd** is instructed in writing, by the client that damage waiver is not required. Documentary evidence of appropriate insurance cover must be supplied to **Super Event Ltd** at the same time the client instructs **Super Event Ltd** that damage waiver is not required. It is also particularly bought to the client's attention that the damage waiver offers no cover of any kind in respect of damage to linen tablecloths and linen napkins. At all times the client is responsible to ensure Marquees are strictly no smoking and that no person makes any attempts to move, re-locate, adjust, or repair mobile toilets, Marquees, generators and cold rooms, as damage waiver does not cover any such actions. As at 13.03.13, the damage waiver fee is £75.00 + VAT.

All prices are subject to VAT at the prevailing rate. The above terms and conditions together with any additional correspondence form the basis of a contract between **Super Event Ltd** and the customer, and are accepted as an integral part therein.

SIGNED/CUSTOMER: .....

PRINT: .....

EVENT DATE: .....