

Terms and conditions

1. SCOPE OF WORK

The Hire Charge includes the delivery, erection, dismantling and removal of all Equipment to and from the specified Venue. If the Venue is changed then labour or other services provided by the Company shall be charged on a day work basis at the Company's discretion.

2. PAYMENT

- a. The Hirer shall pay to the Company the Hire Charges at commencement of the Hire Period or at such other time as shall be agreed in writing by the Company
- b. Payment of any sums not due at commencement of the Hire Period shall be made by the Hirer to the Company within 14 days from the issue of the Company's invoice
- c. The Hirer shall pay to the Company interest on any monies due to the Company and unpaid after thirty days at the rate of £4.00% over the base rate of Barclays plc
- d. Special Hire Charges will be payable to the Company for delivery or installation or use of the Equipment on sites which do not conform to the requirements of the Company
- e. Payment by credit card will incur a 2.5% surcharge

3. DEPOSIT

The Hirer shall pay prior to the commencement of the Hire Period any deposit specified in the Hire Contract. The Company shall retain from such deposit the cost to the Company of making good any loss or damage for which the Hirer is responsible under these terms and conditions together with any interest to which the Company becomes entitled under Condition 2(C) above.

4. TERMINATION OF HIRE PERIOD

The Hire Period shall determine and the Company shall be entitled to immediate recovery of the Equipment in the following events:-

- a. Expiry of the Hire Period specified in the Hire Contract, or
- b. Immediately upon the breach by the Hirer of these terms and conditions of Hire, or
- c. Pursuant to Condition 4 or condition 5 hereof, or
- d. By agreement to be confirmed in writing, or
- e. In the event of loss or damage of the Equipment, upon such date as the Company agrees to accept from the Hirer the equipment in its then state and condition and compensation to include payment in respect of labour or other services provided by the Company shall be charged on a day work basis at the Company's discretion in accordance with these terms and conditions of Hire

5. FORCE MAJEURE

The performance of the Company's obligations hereunder is subject to variation or cancellation consequent upon Act of God, war, strikes, riots, lock-outs or other labour disturbances, fire, flood, restrictions on the use of transport, fuel or power or any other cause beyond the control of the Company. In the event of frustration of the Agreement due to any of the above causes the Contract shall be deemed to be complete and upon written notice by the Company to the Hirer to that effect the Company shall refund to the Hirer any monies received in respect of the Hire Contract less 10% which shall be retained by the Company in respect of its costs and expenses.

6. ADDRESS AT WHICH EQUIPMENT WILL BE KEPT

The Hirer shall prior to the commencement of the Hire Period inform the Company in writing of the address or addresses at which the Equipment is to be stored and used and shall not without the written consent of the Company transfer the Equipment or any part thereof to any other address nor allow it to be used for any abnormal or hazardous purpose and the Hirer will keep a notice showing ownership of the Equipment uncovered and visible.

7. EXCLUSION AND / OR INDEMNITIES

- a. Subject only to the provisions of these conditions no statement undertaking warranty or condition express or implied by law trade custom or otherwise shall apply to this Agreement.
- b. The Company shall not be liable for any loss injury or damage of whatsoever kind arising directly or indirectly from the hire of the Equipment (except in respect of loss damage or injury which is incapable of exclusion under the terms of the Unfair Contract Terms Act 1977) whether consequential or otherwise and whether or not caused by the negligence of the Company its servants or agents.
- c. The Hirer shall use the equipment in a careful and proper manner and shall indemnify the Company:
In respect of loss caused to the Company by cancellation of the Hire Contract by the Hirer whether before or after the commencement of the Hire Period. In particular Hire Charges shall be continued at the Hire Rate until settlement has been effected.

8. INSURANCE (where insurance is provided by the Hirer)

Unless otherwise agreed in writing by the Company the Hirer shall prior to taking possession of the Equipment enter into a contract of Insurance with respect to the same for the full replacement value of the Equipment under an all risks policy subject only to normal market restrictions and excesses with the name of the Company endorsed thereon as the owner and joint insured in respect of the Hire Period. The Hirer shall do everything necessary to maintain the said policy in full effect and not do anything whereby the policy will or may be vitiated.

- a. Against all loss suffered by the Company in consequence of the destruction loss theft or damage of or to the Equipment prior to the Equipment being returned to the Company and it is hereby agreed that if the Equipment or any part thereof is in the Company's opinion lost or damaged beyond repair the loss to the Company shall be the cost of buying new the same or a comparable item of equipment irrespective of the age of the Equipment so lost or damaged.
- b. In respect of all actions costs charges claims demands proceedings or penalties made or brought against the Company by any third party in respect of alleged injury loss or damage by expense arising out of or in connection with the use of the Equipment.

9. INSURANCE (where insurance is provided by the Company)

The company will provide an insurance policy in respect of all the equipment hired in accordance with the copy policy attached. Any damage or loss to the equipment must be reported to the Company immediately. The Hirer will be responsible for any cigarette burns of any size or style in any PVC/ Lining or furniture on the inside or outside of any marquee the insurance does not cover this damage and full replacement cost will be sought. The Hirer will also be liable to the excess £250 which is payable on the said policy.

10. SITING

- a. The Hirer shall obtain all necessary consents and approvals from the Local Authority and other authorities and the Site owners prior to the erection of the Equipment. The Hirer undertakes to indemnify the Company in respect of all costs of whatever nature incurred by any delay arising from the failure of the Hirer to obtain such consents and approvals, and any costs for calculations or any modifications to the equipment which are a condition of such consent or approval.
- b. The Hirer shall ensure that the Site is level, free of obstructions and has no risk of flooding or has sufficient natural drainage.
- c. The Company shall be granted access to the Site for the purpose of erecting and dismantling the Equipment for such periods as the Company shall require. Such access to be suitable for the Company's use.
- d. **The Hirer shall be responsible prior to commencement of the Hire Period for indicating on the Site with ropes and other markers the position and route of underground or overhead services (if any). The Company accepts no responsibility whatsoever for damage to the underground or overhead services in the event of the Hirer's failure to adequately mark the site the costs of repair being borne by the Hirer.**
- e. A representative of the Hirer shall be in attendance to demonstrate the position on the Site in which the Equipment is to be erected or the Hirer shall provide a detailed plan for such a purpose. If no representative or detailed plan is supplied to the Company on its arrival at the Site the Company shall be deemed to have fulfilled its obligations under the Contract by erecting the Equipment in such a position on the Site as it or its employees think fit without liability for any damage caused to any underground services or other property the responsibility and costs of repair of which shall be borne by the Hirer.
- f. Whenever the Hirer hires Equipment comprising electrical apparatus the Hirer must provide a suitable 240-volt power point or supply within 15 metres of the site of the Equipment unless otherwise agreed in writing.
- g. Other than ancillary equipment installed by the Company no lighting heating cooking or other gas or electrical appliances of any kind shall be used in or adjacent to any Equipment hired from the Company without the previous consent in writing of the Company except in that part of the Equipment which is specifically designated a catering area.

11. VARIATION

- a. No variation of these conditions shall be binding on the Company unless agreed in writing and signed by or on behalf of the Company
- b. Any typographical, clerical, or other error or omission in any hire literature, price list, acceptance of order invoice, or other document shall be subject to correction without any liability on the part of the Company.

12. CANCELLATION

The Hirer may cancel the Contract prior to the commencement of the Hire Period by notifying the Company in writing and paying by way of liquidated damages:-

- a. the Hire Charges if notice is received less than 21 days prior to the commencement of the Hire Period, or
- b. 60% of the Hire Charges if notice is received between 40 and 21 days prior to commencement of the Hire Period, or
- c. 35% of the Hire Charges if notice is received more than 40 days prior to the commencement of the Hire Period

13. EXTREME WEATHER AND SAFTEY

If the strength of the wind increases to a level deemed as dangerous by the Company, the Company shall take such immediate action as the Company deems to be safe and proper and the Hirer shall not be able to recover any loss from the Company resulting from this action.

14. NOTICES

Notices shall have been deemed to have been served on the other party in the case of posting by first class post within forty-eight hours after posting and when dispatched in the case of telex facsimile copy or cable and addressed to the party at its registered office or the address of the other party contained in this Agreement.