



GENERAL CONDITIONS OF HIRE FOR MAR-KEY MARQUEES LTD

DEFINITIONS

- **"THE COMPANY"** Mar-key Marquees Ltd, company number 02606346
Registered office: Unit 101, Aviation park West, Bournemouth International Airport, Christchurch, Dorest, BH23 6NW.
- **"THE HIRER"** the person, company or body hiring equipment from the Company.
- **"THE EQUIPMENT"** the items of equipment referred to within the Agreement together with rope, pegs and other ancillary items ordinarily used in the construction support and use of such items.
- **"PERIOD OF HIRE"** the period of time referred to in the Agreement.
- **"HIRE CHARGE"** the sum referred to in the Agreement, which is exclusive of VAT.
- **"INTEREST"** 5% per annum above the base rate for the time being of National Westminster Bank PLC.
- **"THE SITE"** Is the location at which the equipment is to be erected or used and which is referred to in the Agreement.
- **"THE AGREEMENT"** the schedule hereto or the document or documents together comprising the contract between the Company and the Hirer.

1 GENERAL

- 1.1 Subject to any variation agreed in writing by the Company, the contract between the Company and the Hirer shall be on these terms and conditions (including the Agreement) to the exclusion of all other terms and conditions (including any terms or conditions which the Hirer purports to apply under any purchase order, confirmation of order, specification or other document). Each order or acceptance of a quotation for equipment by the Hirer from the Company shall be deemed to be an offer by the Hirer to hire the equipment subject to these terms and conditions and shall be subject to acceptance by the Company. Any variation to these terms and conditions may only be agreed by or on behalf of the Company by a director of the Company and may only be agreed in writing.
- 1.2 In the event of any inconsistency existing between quotation or any other documents forming part of the contract (including any schedules hereto) these conditions shall prevail.
- 1.3 This contract shall be construed in accordance with English Law and the parties submit to the jurisdiction of the English Court.
- 1.4 The Company will let and the Hirer will take on the hire of the equipment for the period of hire at the hire charges. The rights and obligations of the Hirer hereunder are personal to the Hire and shall not be capable of being assigned or transferred. The Hirer shall not sublet or part with possession of the equipment.

2 CONDITIONS OF HIRE

- 2.1 The Hirer must ensure that it has all necessary planning and other legal approvals for the erection of the equipment being supplied by the Company and that all obstructions to the site are removed and that the Company its staff and agents have suitable and safe access to the site for the purposes of delivering and erecting or dismantling the equipment. The Company will take reasonable care in the provision of its services but accepts no liability for any loss or damage caused to any obstructing items to in or on the site that are not removed
- 2.2 Unless notified in writing to the contrary before the date of contract, the Company shall be entitled to assume that:
 - a) the site is served by a firm access road with adequate hard standing and is firm, level, free from flooding, trees and overhead obstruction. Level in this instance is defined as being free from undulations greater than 300mm.
 - b) without buried pipes or concealed services which might suffer damage as a result of the transport erection use and dismantling of the equipment. In the event that such services are present the Company shall not be responsible for any damage to those underground services where the location of the underground services is not clearly signed.
- 2.3 In the event of the failure to notify the Company of any of the foregoing circumstances before the date of the contract, the Company shall at its discretion and without prejudice to clause 1.4 be entitled to re-determine the hire charge or impose additional charges to cover any reasonably anticipated additional costs or expenses or treat the contract as cancelled.
- 2.4 Subject to compliance by the Hirer with its obligations under these terms and conditions and to clause 2.10, the Company will erect the equipment on or before commencement of the period of hire and the Hirer shall ensure that the Company shall have access to the site at all reasonable times for such purpose.
- 2.5 Prior to the commencement of the period of hire the Hirer shall notify the Company of the precise position on the site for the erection of the said equipment. In the absence of such notification or in the event of a direction being given by any person having apparent authority in respect of the site (other than the Hirer) the Company shall be at liberty without being liable to the Hirer to erect the equipment in such position as the Company thinks fit or as directed. The Company will (subject to Clause 2.10) dismantle and remove the equipment from the site within a reasonable time following termination of the period of hire and the Hirer shall ensure that the Company shall have access to the site at all reasonable times for such purposes.
- 2.6 The Company reserves the right to deliver equipment by several separate deliveries and any failure or delay in delivering any part of this will not entitle the Hirer to treat the contract as a whole as cancelled.
- 2.7 If the Hirer refuses to accept, or fails to ensure adequate access to the site for, delivery of the equipment at the times notified by the Company for delivery, the Hirer will, in addition to the hire charge, be liable for all additional costs (for example the Company's restocking storage and redelivery charges) incurred as a result of the refusal or failure.
- 2.8 The Company reserves the right at any time to make changes to the specification of any equipment or services which are necessary to comply with any applicable safety or other legal requirements or guidelines, or which do not materially affect the nature or quality of the equipment or services.
- 2.9 Prices for tables, chairs and other ancillary items are delivery only and do not include placement (not to be arranged by erecting staff). Prices for heaters and generators exclude fuel. Should the supply of waste heating fuel require the pumping of said fuel from its container then the Hirer must provide for the location an Environmental Agency number.

2.10 Whilst the Company will endeavour to notify the Hirer of any delays, all dates and times quoted for performance of services or delivery of the equipment are approximate only and time of delivery and installation are not of the essence of the contract. Without prejudice to the foregoing, the Company shall not be liable for any delay in delivery or installation for any reason beyond its reasonable control including without limitation:

- a) Force majeure
- b) Inclement weather
- c) Loss or damage by fire
- d) Civil commotion, strike or lockout affecting any of the trades employed by the Company.
- e) Accident or breakdown in transport
- f) Any other cause beyond the Company's control.

2.11 The Company shall insure the equipment against third party liability, but such insurance shall be without prejudice to the operation of clause 4 hereof.

3 PAYMENT TERMS

3.1 The Hirer shall pay to the Company a deposit of 20% on booking and the Hirer shall pay to the Company the balance of the hire charge (without deduction or set-off for any reason whatsoever):

- a) at least 14 days prior to the commencement of the period of hire
or
- b) prior to the commencement of the erection should this occur more than 14 days in advance of the hire period.

3.2 Unless otherwise stated by the Company, all prices quoted are exclusive of VAT.

3.3 In the event of there being any monies outstanding at any time after their due date from the Hirer to the Company then the Company shall be at liberty to charge interest on the balance for the time being outstanding as well as before and after any judgement. This provision is without prejudice to the Company's rights to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998. Should the Hirer fail to pay any sum to the Company by its due date for payment, then any discounts or commissions will become null and void.

4 CARE OF HIRED EQUIPMENT

4.1 The Hirer shall be responsible for the safety and security of the equipment from its arrival on site until its removal from site whether or not such period commences prior to or terminates after the period of hire. The Hirer shall make good to the Company all loss and/or damage to the equipment damaged as the result of any act or omission on the part of the Hirer or any failure on the part of the Hirer to fulfil the conditions of the contract. This clause shall remain in full force and effect notwithstanding termination of the contract.

4.2 The Hirer shall notify the Company as soon as practicable of any defect or deterioration in the equipment. The Company will take all reasonable steps to remedy the same where this other than by reason of any act or omission or other fault of the Hirer. The notification must be made to the Company's office as well as the foreman on site.

- 4.3 The Hirer shall in particular ensure that all equipment is adequately heated when necessary so as to protect the same from frost, ice or snow damage and will not allow the collection or building up of snow on the equipment. Further and in consequence of the fact that any structure erected by the Company is susceptible to damage in windy conditions the Hirer will take all reasonable steps to ensure that all openings are firmly closed when not in use and are open only for the purposes of access and egress from the structure.
- 4.4 The Hirer shall take all such reasonable steps as are necessary to make sure that the equipment is not at any time altered or interfered with or has any unauthorised items attached to it and in particular that no unauthorised entrances are to be made in any tented enclosure and no walls, poles, ropes, anchors, wires or integral sections are to be moved, removed, altered or modified.

5 CONTRACT TERMINATION

- 5.1 The Hirer may cancel the contract by notice in writing to the Company not less than thirty days before the arrival of equipment on site, subject to payment to the Company at the time of the notice of a proportion of the total cost of hire depending on the length of notice of termination so given to the Company. The Company may apply the deposit towards the satisfaction of this payment obligation. The proportion payable shall be one half if the notice of termination is so given less than thirty days before the arrival of the equipment on site and one quarter if so given more than thirty days and less than sixty days before such start. If the notice of termination is so given more than sixty days before that arrival of equipment on site there shall be no hire charges payable and all deposits shall be returned. If the Hirer otherwise terminates the contract he shall be liable to pay to the Company the whole of the quoted hire charge. These provisions reflect a true estimation by the Company of the costs and expenses (including loss of profit) that it will suffer or incur as a result of such cancellation.
- 5.2 Should the Hirer fail to pay any sum to the Company by its due date for payment then, without prejudice to any other rights of the Company, the Company may suspend or terminate the contract. In the event of any such late or non-payment at any time whilst the equipment or any part of it is in the possession or control of the Hirer then without prejudice to any other remedy available to the Company whether under the terms of the contract or otherwise the Company shall be entitled to dismantle, remove and take possession of the equipment. The Hirer hereby irrevocably authorises the Company to enter onto the site as its agent for such purpose.
- 5.3 If the Hirer or any of them being an individual or partnership shall commit any act of bankruptcy or enter into a voluntary arrangement with its creditors or being a company shall go into liquidation enter into a composition with its creditors or suffer the appointment of a receiver or administrator or shall pass a resolution for its winding up or in the event of any late or non-payment by the Hirer of any sum due under the contract or any other contract or arrangement between the Company and Hirer or in the event of any [not immaterial] breach by the Hirer of any other term (whether a condition warranty or some other term and whether express or implied) of this or any other contract between the Hirer and the Company, the Company shall be at liberty to terminate the period of hire forthwith without prejudice to clauses 5.2 & 5.3 above.
- 5.4 All goods and equipment (other than consumables used by the Hirer in the course of the proper use of the hired equipment) shall remain the property of the Company at all times.

5.5 In the case of any consumables supplied by the Company under the contract, such goods shall remain the property of the Company until paid for in full and all other sums due under this contract and any other contract or agreement between the Hirer and the Company are satisfied and the Hirer shall hold the same as bailee for the Company and ensure that they remain at all times identifiable as the property of the Company and shall return them immediately on demand by the Company. The Company reserves the right to re-possess any identifiable goods in respect of which payment is overdue and the Hirer hereby grants an irrevocable right and licence to the Company and its staff and agents to enter upon the site (and premises occupied by or under the control of the Hirer at which any such goods are stored) during normal business hours for such purpose.

5.6 The provisions of clause 5.5 shall apply to limit or affect the right of a Hirer who is a consumer to receive good title to goods on delivery.

6 LIMITATION OF COMPANY’S LIABILITY

6.1 The Company warrants that (subject to the other provisions of these terms and conditions) it will provide all services under the contract with reasonable care and skill and that any goods will upon delivery conform to the contract and be of satisfactory quality within the meaning of the Sale of Goods Act 1979 and the Supply of Goods and Service Act 1982 (each as amended).

6.2 All other warranties are excluded to the fullest extent permitted by law. Nothing in these terms and conditions shall limit or exclude liability for death or personal injury arising from the Company’s negligence, under section 2(3), Consumer Protection Act 1987, or for fraud.

6.3 Subject to the provisions of clause 6.2 and as otherwise expressly set out in these terms and conditions, the Company shall have no liability to the Hirer for any indirect or consequential loss (including loss of goodwill, loss of custom and loss of profit) to the Hirer arising out of or in connection with the provision of any goods or services pursuant to the contract. The entire liability of the Company under or in connection with the contract will not exceed the [total hire charges payable. The Hirer should inform the Company before making an order if additional cover is required as it may be possible to increase the level of cover effected upon payment by the Hirer of an appropriate supplement to cover any increase in costs and risk to the Company].

SIGNED.....

NAME..... POSITION.....

For:

COMPANY..... DATE.....