

## TERMS AND CONDITIONS OF HIRE

1. In these Conditions Carron Marquees Ltd, is called "The Company" and any individual firm company or other person with whom the Company contracts is called "The Customer".
2. **CONDITIONS.** The Company will submit a written quotation which the Customer shall accept in writing: the absence of such written quotation or acceptance however shall not invalidate the Contract, and all work quoted for and undertaken by, or goods hired from the Company shall be subject to these terms and conditions which are available on request and the Customer by authorising or allowing work to proceed or goods to be delivered is deemed to have confirmed the Contract and to have accepted these terms and conditions. Written quotations shall remain valid for a period of 30 days.
3. All terms of the contract between the Company and the Customer are set out in the Hire Agreement and in these Conditions. All other terms conditions warranties or representations whether express or implied by statute (insofar as such statutes permit) common law or otherwise or arising from conduct or a previous course of dealing or trade custom or agreed or offered orally or in correspondence are hereby excluded from the Contract. No variation of the Contract is binding on the Company unless agreed to in writing and signed by a Director of the Company.
4. The Company shall upon payment of the Hire Charge specified in the Hire Agreement ("the Charge") make available to the Customer tents and other ancillary equipment as specified in the Hire Agreement ("the Hired Equipment") by way of licence only. The Company may recover from the Customer from its premises or the site where the Hired Equipment is located ("the Site") if the Customer is in breach of any of the provisions of the Hire Agreement or these Conditions for so long as such breach remains unremedied (provided such breach is capable of remedy).
5. The Contract between the Company and the Customer shall commence from the signing of the Hire Agreement by both parties.
6. **PERIOD OF HIRE.** The period of hire is understood to mean the period specified in the Hire Agreement or the date of removal of the Hired Equipment from the Site whichever is the later.
7. **CONDITIONS OF SITE.** The Company's quotation for the Charges is made on the assumption that the Site on which the Hired Equipment is to be erected or to which goods are to be delivered is:
  - (a) flat level firm ground with easy access for heavy motor transport and
  - (b) has no drains, pipes, cable or other service buried beneath the surface or otherwise concealed.If the said site does not comply with these requirements the Company may in its discretion either rescind the Contract by giving oral or written notice to the Customer or make an additional Charge. The Company gives no warranty to the Customer as to the fitness of the Site for the purpose of the Customer. The Customer shall not be liable to the Customer for any loss damage or expense resulting from such rescission of the Contract.
  - (c) The Customer warrants to and covenants with the Company that:-
    - (i) he is the owner of and/or entitled in law to possession of the premises or Site where the Hired Equipment is delivered and erected
    - (ii) the Site is not in dangerous condition, does not have any dangerous characteristics, and will not contaminate or otherwise damage or affect the hired equipment or other goods stored thereon.
    - (iii) Goods and equipment belonging to parties other than those of the Company that are stored or placed in or on the Hired Equipment shall not in the event of loss and damage be the responsibility of the Company whatsoever and howsoever arising.
    - (iv) Exclusion of Company's liability for damage to Site and services. Whether the Site complies with the foregoing requirements or not the Company shall not be under any liability whatsoever to make good any damage to the Site nor shall the Company be under any liability whatsoever in respect of damage to drains, pipes or cables or other services buried under the Site or otherwise concealed or any consequential loss resulting from such damage unless an accurate plan showing the precise position of such drains, pipes or cable or other services shall have been supplied to the Company prior to the erection of the Hired Equipment.
    - (v) The position of the Hired Equipment. The Customer shall provide the Company with a plan showing the position which the Hired Equipment shall be erected or alternatively shall have a representative on the Site for that purpose. If the Customer shall fail to provide a plan or have a representative on the Site the Company may erect the Hired Equipment where it thinks fit and it shall be deemed to have performed the Contract.
8. **USE OF EQUIPMENT**
  - (a) The Customer shall not:-
    - (i) use the Hire Equipment or do or suffer to be done anything on or in the Hired Equipment which may become a nuisance or annoyance to any other person or the Company or the Company's employees or agents;
    - (ii) do or suffer to be done anything on or in the Hired Equipment which may cause damage or loss thereto.
    - (iii) Sub-licence, transfer, assign or in any way part with the benefit of this Agreement or the Hired Equipment.
  - (b) The Customer shall:-
    - (i) take all fire, safety and security precautions as are reasonably necessary to protect the Company's Hired Equipment.
    - (ii) ensure that the premises or other appointed site is secure at all times.
9. **HIRE CHARGES.** All goods hired are charged whether used or not. Goods collected by customers will be charged extra if not returned on the day arranged. The Hire charges published in any of the Company's printed matter are for guidance of Hirers in estimating cost only and do not constitute an offer.
10. **PAYMENT.** Terms are strictly on delivery unless otherwise agreed. The Company reserve the right should settlement not be effected within thirty days of termination of the hire period to charge interest on the hire charge at the rate of 3 per cent in excess of the current bank rate of Barclays Bank plc, such interest to accrue from the date of the termination of the hire period. No receipt will be recognised unless given on the Company's own official receipt form.
11. **VARIATION OF THE HIRE CHARGES.** The Company reserves the right to vary the quoted Charge unless the written quotation specifies the period of hire in the event of any increase taking place before or during the period of hire in the cost of labour, materials or transport.
12. **CHANGE OF ADDRESS.** You are obliged to advise us if you have a change of address or telephone number.
13. The Company shall be entitled to send any notice, bill, statement or any other document whatsoever to the Customer at the address set out in the Hire Agreement. Any document so sent by the Company shall be deemed to have been received by the Customer two days after posting by first class pre-paid post.
14. **LIABILITY/INSURANCE.**
  - (A) The Customer is wholly responsible for any destruction, loss or damage howsoever caused to all or any part of the hire equipment during the time the hire equipment is in the customer's possession and/or control arising out of any cause and in the event of any destruction, loss or damage agrees to indemnify the Company for the full cost of any repair or replacement to the equipment (save that the customer shall not be held liable for any destruction, loss or damage caused by the Company's employees whilst on the customer's premises or site.) PROVIDED THAT the provisions of this clause 14(A) shall not apply to the Contract if the Customer takes out the Company's damage waiver insurance policy.
  - (B) The Customer shall comply with all and any safety instructions notified in writing to the Customer by the Company without delay at the Customer's expense.
  - (C) The Customer will indemnify the Company and keep the Company indemnified against any demand or claim made or any action or other proceeding brought against the Company arising out of or in connection with any dispute as to the ownership, loss or damage of the goods stored/placed in or on the hired equipment and against all and any cost charges expenses damages or loss incurred or suffered or becoming payable by the Company in or in connection with or as a result of any such demand claim or action or other proceedings as aforesaid.
15. The Company accepts no responsibility for and shall not be liable to the Customer for any loss or damage the Customer may suffer as a direct and/or indirect result and/or consequential upon the company's failure adequately or at all to perform all or any part of the Contract to include delay and/or cancellation by reason of the Company being prevented, hindered or delayed by reason of any act of god, riot, strike or lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, storm, flood, shortage of: labour, materials or transport and/or difficulty in travelling to the premises or site or gaining access thereto or erecting/placing thereon the hire equipment due to the nature of the site, weather conditions or otherwise.
16. The Customer shall be responsible/liable for and shall indemnify the Company against all claims including costs for any claim made by a party not a party to this Contract for loss, consequential loss or damage that party may suffer as a direct or indirect result of consequential upon the Company's failure adequately or at all to perform all or any part of the Contract to include delay and cancellation by reason of the Company being prevented, hindered or delayed by reason or any act of god, riot, strike or lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, storm, flood, shortage of; labour, materials and/or transport or difficulty in travelling to the premises or site or gaining access thereto or erecting/placing thereon the Hire Equipment due to the nature of the site, weather conditions or otherwise.
17. The Customer agrees and acknowledges that the Company shall not be liable for any loss damage, expense, liability or delay whatsoever and howsoever the same may arise or be caused whether directly indirectly consequentially or otherwise and whether due to or in connection with the Company's negligence (except in relation to claims for personal injury or death) or any other act omission or error and whether in or in connection with the performance of the Company's obligations under the Contract or otherwise, and the Customer shall indemnify the company against any such claim including costs. The Company is not reasonably able to insure against such risks and it is the Customer's responsibility to do so.
18. The Company reserves the right to enter the premises or Site without the Customer's permission and remove all or any of Hired Equipment for the purpose of inspection and cleaning and repairs to the Hired Equipment or if in the opinion of the Company such entry is required in the interests of safety or to prevent damage or injury to persons or property. The Company shall not be liable for any damage caused to the goods stored in or on the premises or areas as a result of such entry and removal except or on whether this is due to the negligence of the Company its agents or servants.
19. The Company will have the right to alter the foregoing Conditions at any time and the Conditions so altered shall apply to all contracts whether current at that time or entered into thereafter provided always that in case of current contracts prior notice in writing shall be given by the Company to the Customer not less than three months before the variation shall come into effect.
20. **ERECTION AND DISMANTLING.** The Company normally provides labour for erection and dismantling and the costs thereof is included in the hire charges. Only in exceptional circumstances and by special arrangement will the Company allow the Hirer to erect and/or dismantle the Company's property.
21. **ATTENDANCE.** The Customer charges do not include attendance by the Company's men except during the actual processes of erection and dismantling.
22. **PERMITS.** The Hirer is responsible for giving notice to or obtaining all necessary permits from any authorities who are or may be concerned and must make application where necessary to the Planning Authority District Surveyor or Police Fire Brigade and any similar authority or organisation. Any cost incurred in delays or modification in the work arising from the absence of or misrepresentation of all such necessary permission or permits shall be payable to the Company by the Customer and shall be deemed to be part of the Hire charge for the purpose of Clause 6 hereof.
23. **FORCE MAJEURE.** While every effort will be made by the Company to carry out any order accepted, the full performance of it is subject to variation or cancellation by the Company consequent on any event outside the direct control of the Company or its employees.
24. **CANCELLATION OR PREMATURE TERMINATION OF CONTRACT.** In the event of the Customer desiring to cancel the contract after a firm order has been placed, if the cancellation date is up to 2 months prior to the delivery date, there will be a charge of 25% of the hire charge, if the cancellation is up to 1 month prior to delivery date, the charge will be 50% of the hire charge, and if the cancellation is up to 2 weeks prior to the delivery date the charge will be 75%, and if the cancellation is less than 2 weeks prior to delivery date the full hire charge will be made.
25. **ENTIRE AGREEMENT**

These conditions together with the Hire Agreement ("the Agreement") shall be the entire and sole agreement and understanding between the parties in respect of the Hired Equipment and shall be binding on them and supersede and replace any prior express or implied agreements, communications, representations or undertakings and shall not be amended, modified or altered in any way without the express written consent of the Company.
26. **GENERAL**

The illegality, invalidity or unenforceability of any clause or part of the Agreement will not affect the legality, validity or enforceability of the remainder. If any such clause or part is found by any competent Court or authority to be illegal, invalid or unenforceable the parties agree that they will substitute provisions in a form as similar to the offending provision as is possible without thereby rendering them illegal, invalid or unenforceable.
27. **LAW**

The Agreement shall be governed by the laws of England.