



BUDGET MARQUEE HIRE

General Conditions of Hire 2012

1 DEFINITIONS

1. **'The Company'**, Budget Marquees of 18 Cliff Hill, Gorleston, Gt Yarmouth, Norfolk.
2. **'The Hirer'**. The person, company or body hiring Equipment from the Company.
3. **'The Equipment'**. The items of equipment, including accessories, referred to in the order confirmation, together with straps, pegs, elastic ties and other ancillary items ordinarily used in the construction, support and use of such items.
4. **'Period of Hire'**. The period of time referred to in the order confirmation.
5. **'The Hire Charge'**. The sum referred to in the Order Confirmation. Value Added Tax does not apply. Hire charges do not include attendance by our employees for any other purposes other than erecting and dismantling marquees, lighting and flooring. Hire charge quotations for tables, chairs, trestles or any equipment other than marquees, cover delivery to the site only and do not include erecting, dismantling or placing.
6. **'Deposit'**. The monies paid in advance to secure the booking, which is non-refundable.
7. **'The Site'**. The location at which the equipment is to be erected and which is referred to in the Order Confirmation.

2 ACCEPTANCE OF QUOTATION AND BASIS OF SALE

1. No binding contract will exist until you have accepted our quotation in writing and we have issued you with a written acknowledgment of your acceptance. No verbal representations or arrangements are recognised by the Company. Quotations remain open for seven days from the date stated on them. An acceptance received after expiry of the seven day period will not be binding unless the equipment remains available for the Period of Hire. In the event that the Equipment is no longer available for hire we shall advise you immediately.
2. The Company's employees and agents are not authorised to make any representations concerning the Equipment unless confirmed by the Company in writing. In entering into the contract the Hirer acknowledges that it does not rely on any representations which are not so confirmed.
3. Any typographical, clerical or other omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

3 ALTERATION OF CONDITIONS

1. The quotation and any document or documents accepting the same shall form part of the contract unless there has been express written agreement to the contrary as to any part hereof. Then contract is subject to these terms and conditions unless varied in writing. Such variation may only be agreed to on behalf of the Company by the Proprietor. In the event of any inconsistencies existing between the quotation and other forming part of the contract (including any schedules hereto) these conditions shall prevail.

4 THE SITE

1. Unless notified in writing to the contrary the Company shall be entitled to assume that the site is served by a firm access road with adequate hard standing and is firm, level, free from flooding, trees and overhead obstructions and without buried pipes or concealed services which might suffer damage as a result of the transport, erection, use and dismantling of the equipment. The Company shall furthermore assume that the site is capable of accepting ground anchors driven in with reasonable ease either by hand or mechanical means up to a depth of one metre. In the event of the failure to notify the

Company of any foregoing circumstances the Company shall at its option and without prejudice to Clause 6.2 be entitled to determine the hire charge or treat the contract as discharged. Note that the Hirer is responsible for repairing and making good any damage caused to the site by erection or dismantling of any equipment.

2. The Company will erect the equipment on or before the commencement of the Period of Hire and the Hirer shall procure that the Company shall have access to the site at all reasonable times for such purpose.
3. 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 Equipment. In the absence of any such notification or in the event of a direction 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 a position as the Company thinks fit or is directed. The Company will (subject to Clause 10) dismantle and remove the Equipment from the Site within a reasonable time after the termination of the Period of Hire and the Hirer, shall procure that the Company shall have access to the site at all reasonable times for such purpose.
4. In the event of the Hirer directing the Company to erect the Equipment in a position that is considered by the Company to be unsuitable for the entire Period of Hire, due to a safety risk, e.g. an open and/or unsheltered site exposed to strong winds, on a cliff edge, on unstable ground, and so on, the Company shall at its option and without prejudice to Clause 6.2 be entitled to determine the hire charge or treat the contract as discharged, unless a suitable alternative sheltered site can be provided at that time.

5 NON-AVAILABILITY OF EQUIPMENT

1. If for reasons beyond our control any item of Equipment booked is not available for the Period of Hire we reserve the right to erect/or supply Equipment different in size or specification to that referred to in the order of confirmation to meet as near as possible your requirements provided that such alternatives shall not materially affect the Hirer's position in relation to proposed actual use of the Equipment by the Hirer. If we do so you will not have any claim against the Company.
2. In the event that the Company cannot substitute alternative sizes or specification of Equipment we shall notify you of cancellation of the contract, in which event any deposit or other monies paid by you will be refunded immediately but otherwise no claim shall lie against the Company.
3. In the event that snow, ice, high winds or gales prevent the safe erection of Equipment, the Company shall refund the Hirer 50% of hire charge. If the use of it during snow, ice or high winds be determined by the Company as unsafe the contract will be considered fully discharged.

6 CARE OF EQUIPMENT

1. The Hirer shall be responsible for the safety and security of the Equipment and shall ensure adequate insurance cover is in place from its arrival on Site until its removal from Site whether or not such period commences prior to or is terminated after the Period of Hire. The Hirer shall forthwith inform the Company of any failure, loss and / or damage to the Equipment. The Hirer shall make good to the Company any loss of and / or damage to the Equipment whatsoever the cause.
2. The Hirer shall notify the Company as soon as practicable of any defect or deterioration in the Equipment and the Company will take all reasonable steps to remedy the same.

2nd page of 2 follows



General Conditions of Hire 2012 / Page 2

3. The Hirer shall in particular ensure that all the Equipment is adequately heated when necessary so as to protect the same from frost, ice or snow damage and shall not allow the collection or building up of rainwater or 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 purpose for access and egress from the structure.
4. The Hirer shall take all such steps as is necessary to make sure that the Equipment is not at any time altered or interfered with, and in particular no unauthorised entrances are to be made in any tented enclosure, and no walls, ropes, straps, anchors, pegs, elastic ties or integral sections are to be moved, removed altered or modified.
5. Upon payment of the '**Damage Waiver Fee**', the above clause 6.1 will not apply. Please note that the Hirer will remain responsible for the first £75 of any loss, and for any loss or damage resulting from their negligence or legal liability. The fee is 7% of the Hire Charge.

7. PAYMENT

1. The Company will let, and the Hirer will take on, the Equipment for the Period of Hire at the Hire Charge as stated in the Order Confirmation. The Hirer shall pay to the company a deposit, the amount of which will be stated in the quotation and must be paid prior to the Company acknowledging the order.
2. The Hirer shall pay in full the Hire Charge to the Company on delivery of the Equipment to the Site latest.
3. In the event of there being any monies due from the Hirer to the Company which are outside our terms of Business then at any time whilst the Equipment or any part of it shall remain in the possession or control of the Hirer then without prejudice to any other remedy available to the Company whether under the terms of this Contract or otherwise, the Company shall be entitled to move the Hirer's belongings, dismantle and take possession of the equipment, and remove it from the site. The Hirer hereby irrevocably authorises the Company to enter onto the Site as its agent for such purposes.

8. CANCELLATION

1. In the event that the Hirer cancels the Contract the deposit on booking shall be forfeit. In addition, the Hirer will be liable to pay the following percentage of the Hire Charge quoted dependant upon the period of notice given prior to the date of delivery to the Site. There shall be deducted from the percentage payable an amount of any deposit forfeited but under no circumstances shall the payment be less than the amount of the deposit if that is greater. 30-60 days: 25%; 15-30 days: 50%; >15 days: 100%.

9. OWNERSHIP

1. All Equipment hired remains at all times the sole property of the Company and the Hirer shall not in any way damage, hire, sell, or otherwise part with possession of the equipment.

10. EXTENSIONS OF PERIOD OF HIRE

1. Extensions to the Period of Hire can be made at the time of booking. A surcharge is applicable.
2. Keeping the Equipment after the Period of Hire is forbidden unless agreement is reached in writing between the Hirer and the Company prior to, or during, the Period of Hire. Extended use of the Equipment is only allowable if the Equipment, or part of, is available and is not required elsewhere, and upon a surcharge payment of 10% per day, or part of, of the Hire Charge being made immediately upon collection of the Equipment. The Hirer hereby irrevocably authorises the

Company to enter onto the Site as its agent for removal purposes if the Hirer and the Company have not agreed an extension in writing.

11. DELAY

1. The Company shall not be liable for delay for any reason whatsoever, including (without limiting the foregoing):- Force Majeure; accident or breakdown in transport, any other cause beyond the Company's control, civil commotion, strike or lock-out; adverse wind or weather, loss or damage by fire or theft.

12. LIMITATION OF LIABILITY

1. In the event that the Company fails to fulfil the terms of the Hire Contract a liability is limited to cancellation of any hire charges. Under no circumstances shall the Company be liable to the Hirer for any indirect, special or consequential loss or damage (whether for loss or profit or otherwise) cost, expenses or other claim for compensation whatsoever, whether by the negligence of the Company, its employees or otherwise, which arise out of or in connection with the hire of the Equipment. The total liability of the Company for any other loss of the Hirer, so arising in respect of any one event or series of connected events, shall not exceed the hire charges payable. This condition shall not apply to death or personal injury resulting from negligence on the part of the Company.
2. The Company shall be under no liability under any warranty in these conditions of sale (or any other warranty or guarantee) if the total price for the Equipment has been paid by the due date for payment
3. The Company operates a Health & Safety policy and a Risk Assessment leaflet is brought to the attention of the Hirer upon delivery of the Equipment. The Hirer is urged to consider his responsibilities associated with marquee hire and that it is the Hirer's responsibility to advise guests to act on their best behaviour and to take care at all time on site, especially at night-time, when adequate lighting should be provided in and around the Equipment. The Company advises that if alcohol is to be given to guests then the Hirer should take extraordinary precautions to ensure their safety and care at all times on site.

13. INSOLVENCY OF HIRER

1. If the Hirer shall commit any act of bankruptcy, or being a company shall go into liquidation, or suffer the appointment of a receiver or administrator, or in the event of any payment due from the hirer, under this contract or any other contract between the Company and the Hirer, not being punctually made, or any other term (whether a condition warrant or some other terms and whether the same by express or implied) of this or any other contract being broken, the Company shall be at liberty to terminate the Period of Hire forthwith without prejudice to Clause 8.1.

14. COMPLAINTS PROCEDURE

1. Any complaints in respect of the Company's service or products should be made in writing wherever practicable, and within the time frame adequate for the Company to respond and make necessary repairs. No complaint will be considered after 14 days have elapsed following the final day of the Period of Hire.

15. APPLICABLE LAW

1. This Contract shall be construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

End