

GENERAL CONDITIONS FOR THE HIRING OF MARQUEES AND EQUIPMENT

1 DEFINITIONS AND LAW

"THE COMPANY"	The Four Jays Group and their Sub-contractors
"THE CONDITIONS"	The standard terms and conditions of hire set out in this document and all terms and conditions implied by law
"THE CONTRACT"	The contract for the hire of the Equipment.
"THE HIRER"	The person so described in the Quotation / Order Form
"THE EQUIPMENT"	The Equipment described in the Quotation / Order form.
"THE PERIOD OF HIRE"	The period for which the Equipment is required for use as set out in the Quotation / Order form.
"THE TOTAL HIRE CHARGE"	The total charges set out in the Quotation / Order form which shall be exclusive of V.A.T.
"THE QUOTATION FORM"	The Company's Quotation form to which these conditions are attached

The headings in these conditions are for convenience only and shall not affect their interpretation.
The contract will be governed by and interpreted in accordance with English Law.

2 HIRING

- 2.1 The company lets and the Hirer takes the Equipment on hire for the Period of Hire subject to the conditions.
- 2.2 Acceptance by the Hirer shall be by means of an acknowledgement in writing.
- 2.3 No variation to the quotation form or these conditions shall be binding unless agreed in writing between the authorised representatives of the Company and the Hirer.

3 BASIS OF CHARGING

- 3.1 The Hirer will pay the charges stated in the Contract
- 3.2 On acceptance of the Company's quotation, the Hirer will pay a deposit of 25% of the Total Hire Charge, which will be deductible from the final Total Hire Charge.
- 3.3 Unless otherwise agreed, the balance of the Total Hire Charge is payable on the final day of the Period of Hire. Any variation in the payment terms must be in writing and signed by both the Company and the Hirer
- 3.4 This Total Hire Charge does not include provision for any making good or repair of any damage to the site or equipment.
- 3.5 If payment is not made when due, the Company will be entitled to interest on the amount that is overdue at four percent above the prevailing base rate of Royal Bank of Scotland Plc calculated on a daily basis. This will be without prejudice to any other right or remedies we may have. You will also pay to us any charges we reasonably incur in the recovery from you of money or Equipment

4 CANCELLATION

- 4.1 In the event of the Hirer cancelling the Contract SEVEN weeks or more prior to the commencement of the Period of Hire, no penalty other than the forfeiture of the deposit of 25% will be incurred
- 4.2 In the event of the Hirer cancelling the Contract less than SEVEN weeks but more than ONE week prior to the commencement of the Period of Hire, 50% of the Total Hire Charge will be payable
- 4.3 In the event of the Hirer cancelling the Contract ONE week or less prior to the commencement of the Period of Hire, the full Total Hire Charge will be payable.

5 INSTALLATION

- 5.1 The Total Hire Charge is based on the following assumptions about the site:-
 - a) The site is flat, level firm ground
 - b) Motor Vehicles have access to the site
 - c) No drains pipes cables or other conducting media, which might suffer damage occasioned by the erection use and dismantling of the Equipment, are buried beneath the surface or otherwise concealed.
- 5.2 Prior to the Company erecting the Equipment, the Hirer shall advise the Company where on the site the Equipment is to be erected and, if possible, to have a representative on site at the time of erection. In the absence of a representative of the Hirer, the Company reserves the right to erect the Equipment in what it considers to be the most suitable location. The Company will provide its own staff for erection and dismantling of the Equipment.
- 5.3 The Company shall not be responsible for accidental damage to plants, garden equipment, underground media conducting services or any other property on the site
- 5.4 The Company reserves the right to substitute the Equipment with the nearest available stock should the need arise
- 5.5 Permits - The Hirer is solely responsible for the obtaining of all necessary permits from any authorities who are, or may be, concerned and must make the appropriate applications
- 5.6 The Hirer will be responsible for providing and installing any connections to mains facilities where necessary.
- 5.7 The Hirer is responsible for keeping the Equipment in proper working order at his own expense and shall pay the replacement and repairing costs caused by mishandling or misuse of the Equipment other than by employees of the Company.
- 5.8 The Hirer shall provide electricity and labour necessary for the operation/use of the Equipment and only materials approved by the Company shall be used in the operating of the Equipment during the Period of Hire.

6 LOSS AND DAMAGE

- 6.1 From when the Equipment is supplied or erected until whichever is the earlier of (a) the time when the Equipment is dismantled or (b) 48 hours after the end of the Period of Hire, the Hirer's responsibilities include safekeeping of the Equipment and protection against the elements, theft, vandalism or improper use. The Hirer must not sell or otherwise part with control of the Equipment
- 6.2 The Hirer must not permit CREPE PAPER to come into contact with any Marquee which is included in the Equipment as the dye will stain the fabric of the Marquee.
- 6.3 You will indemnify us against any and every expense, liability, financial loss, claim or proceedings whatsoever, and in respect of any death or personal injury whatsoever or damage to or loss of property whatsoever (other than the Equipment itself, which is governed by conditions 7 & 8) arising out of the delivery, use, non-use, repossession, collection or return of the Equipment or any part of it. This indemnity will be reduced in proportion to the extent that such expense, liability, financial loss, claim or proceedings or death or personal injury or damage to or loss of property is due to our proven negligence

7 NON-RETURNED, LOST, STOLEN, DAMAGED OR UNCLEAN EQUIPMENT

- (i) You have full responsibility for the care and safekeeping and return in good order of the Equipment
- (ii) You will pay to us all costs we incur in rectifying any Equipment returned damaged or unclean. Additionally you will pay for our financial loss until such rectification is complete.
- (iii) Where Equipment is lost or stolen or damaged beyond economic repair, you will pay for all financial loss to us until you have paid us the replacement cost. This is without prejudice to our other rights

8 INSURANCE AND YOUR RESPONSIBILITY FOR LOST, STOLEN OR DAMAGED EQUIPMENT

You will pay to us the replacement cost of any Equipment which is lost or stolen or damaged beyond economic repair. You are advised to insure the Equipment on this basis. You will hold in trust for us and pay to us on demand all money you receive from an Insurance Company or from any other source in settlement of any claim relating to the loss, theft or damage of any of the Equipment. You must not compromise any claim without our express consent.

9 MAINTENANCE OF EQUIPMENT, BREAKDOWN PROCEDURES AND ACCIDENT REPORTING

You must keep yourself acquainted with the state and condition of the Equipment and ensure that it remains safe, serviceable and clean. Any breakdown or any unsatisfactory working of Equipment must be immediately notified to us. Under no circumstances must you repair or attempt to repair the Equipment unless authorised by us. The Equipment must be returned to our premises for examination except where examination elsewhere has been mutually agreed upon. You must notify us immediately if the Equipment is involved in any accident resulting in damage to the Equipment or to other property, or injury to any person

10 ELECTRICAL EQUIPMENT

Where any part of the Equipment is electrical it should normally be used with plugs and/or sockets as fitted but if temporarily fitted with other suitable plugs or sockets, this must be carried out by a competent person who must also return it to its original condition. It will be your responsibility at all times to arrange a suitable supply of electricity for use with the Equipment. Under no circumstances should electrical Equipment be used without it being correctly earthed unless it is of double insulated specification. You will be responsible for complying with the requirements of Electricity at Work Regulations 1989 during the period of your responsibility for the Equipment as defined in Condition 6.1. of these conditions

11 LOCATION OF EQUIPMENT

Equipment must not be removed without our authority from any site originally specified by you or from any site we subsequently authorise.

12 PERFORMANCE

12.1 Although the Company will use its reasonable endeavours to fulfil the Contract, the Company shall not be liable for any failure in the performance of any of its obligations under this document caused by factors outside its control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:-(a) Act of God, explosion, tempest, flood, fire or accident (b) War, or threat of War, sabotage, insurrection, civil disturbance and requisition. (c) Strike, lock-outs or other industrial actions or trade disputes. (d) Power failure or breakdown in machinery

13 LIMITS OF OUR LIABILITY

- 13.1 All times which we state or quote for delivery or collection are approximate.
- 13.2 We will not be liable for any delays caused by any circumstances beyond our reasonable control
- 13.3 We will not be liable for any indirect loss, loss of business, profits, savings you expected to make, wasted money, wages, fees or expenses due to late delivery, non-delivery, unavailability, breakdown or stoppage of the Equipment or any part of it

14 TERMINATION OF HIRE

We will be entitled at any time if you break this contract or if any proceedings are commenced in which your solvency is called into question to terminate this contract with immediate effect and to repossess any or all of the Equipment. Such termination will not affect our right to recover from you any money due to us under this contract or damages for breach of contract.