



Crocker Brothers Limited

General Conditions of Hire

1. Definitions

- 1.1. 'The Company', Crocker Bros. Limited, registered office, Station Road, Derby, its servants or agents.
- 1.2. 'The Hirer'. The person, company or body hiring equipment from the Company.
- 1.3. 'The Equipment'. The items of equipment referred to in the order confirmation together with rope, pegs and other ancillary items ordinarily used in the construction, support and use of such items
- 1.4. 'Period of Hire'. The period of time referred to in the order confirmation
- 1.5. 'The Hire Charge'. The sum referred to in the order confirmation which sum is exclusive of Value Added Tax. Hire Charges do not include attendance by our employees for any other purpose other than erecting and dismantling marquees. Hire charge quotations for tables, chairs, forms or any equipment other than marquees, cover delivery to the site only and do not include erecting, dismantling or placing.
- 1.6. '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

- 2.1. No binding contract will exist until you have accepted our quotation in writing and we have issued you with a written acknowledgement of your acceptance. 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.
- 2.2. 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.
- 2.3. Any typographical, clerical or other error 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

- 3.1. 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. The 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 a Director of the Company. In the event of any inconsistency existing between the quotation and any other forming part of the contract (including any schedules hereto) these conditions shall prevail.

4. The Site

- 4.1. 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 of the foregoing circumstances the Company shall at its option and without prejudice to Clause 6.2. be entitled to re-determine the hire charge or treat this contract as discharged. You will note that you are responsible for repairing and making good any damage caused to the site by erection or dismantling of any equipment
- 4.2. 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.
- 4.3. 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 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.

5. Non-availability of Equipment

- 5.1. 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 and/or supply Equipment different in size or specification to that referred to in the order 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.
- 5.2. In the event that we cannot substitute suitable 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 us.

6. Care of Equipment

- 6.1. 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 or theft of the Equipment. The Hirer shall make good to the Company any loss and/or damage to the Equipment caused 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 this contract.
- 6.2. 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.
- 6.3. 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 shall 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 for access and egress from the structure.
- 6.4. 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 poles, ropes, anchors, wires or integral sections are to be moved, removed, altered or modified.

7. Payment

- 7.1. The Company will let and the Hirer will take on hire 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 ourselves acknowledging the order.
- 7.2. The Hirer shall pay to the Company within 30 days prior to the Equipment being delivered to the site a further deposit being first less than 50% of the Hire Charge.
- 7.3. The balance of the Hire Charge including Value Added Tax will be Payable to the Company within 14 days of our invoice date.
- 7.4. A 10% credit charge which is added to our invoice will be payable by the Hirer if our terms are exceeded. 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 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 purposes.

8. Cancellation

- 8.1. 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 dependent upon the period of notice given prior to the date of delivery to 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.

| Period of Notice | Percentage of Hire Charge Payable |
|-------------------------|--|
| 30-60 days | 25% |
| 15-30 days | 50% |
| Less than 15 days | 100% |

9. Ownership

- 9.1. 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. In the event of there being any monies due from the Hirer to the Company at any time whilst fine 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 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 purposes.

10. Delay

The Company shall not be liable for delay for any reason whatsoever including (without limiting the foregoing)

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| a. force majeure | d. civil commotion, strike or lockout |
| b. accident or breakdown in transport | e. adverse wind or weather |
| c. any other cause beyond the Company's control | f. loss or damage by fire |

11. Limitation of Liability

- 11.1. 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 and 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 clam for compensation whatsoever whether by the negligence of ourselves, our employees or agents or otherwise which arise out of or in connection with the hire of the Equipment and the total liability of line 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.

- 11.2. 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.

12. Insolvency of Hirer

- 12.1. If the Hire 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.

13. Complaints Procedure

- 13.1. Complaints in respect of file Company's service or products should be made in writing wherever practicable and within a 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 event.

14. Applicable Law

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