

## TERMS AND CONDITIONS OF HIRE

In these conditions Chichester Canvas is referred to as "The Company".

1. **PERIOD OF HIRE.** The Period of hire is understood to mean the period for which the tentage or equipment is required to be ready and available for use.
  - a) **ERECTION.** Unless the Company's confirmation of hire embodies alternative arrangements erection will be carried out at the convenience of the Company prior to the function. The Hirer shall provide the contractor with a plan showing the position in which the tents or equipment are to be erected or shall have a representative on the site for that purpose and in the absence of both, the contractor having erected the tents or equipment where he thinks fit shall be deemed to have completed the contract. The Hirer shall indemnify the Company in respect of all delays directly attributable to him or his representative.
  - b) **DISMANTLING.** Unless the Company's quotation embodies alternative arrangements dismantling will be carried out at the convenience of the Company. It is the responsibility of the Hirer to ascertain the estimated time of arrival of the contractor's dismantling crew and to ensure that all marquees are cleared of any equipment and/or exhibits not being the property of the Company. In the event of non-compliance with this condition, the Company reserves the right to clear such equipment and/or exhibits, and the Hirer will indemnify the Company in respect of all labour charges and delays thereby incurred. Furthermore the Company will not accept responsibility for any loss or damage of such property which may subsequently occur. If the Company is not able to dismantle their equipment either due to the tent not being cleared or being unable to access the site the hire charges will continue to accrue and the customer will indemnify the company in respect of its reasonable costs in any aborted visit to the site.
2. **SITE.** It is the hirers responsibility to ensure no pipes, drains or cables are below the site that could be damaged upon erection. If there are they must be clearly identified and advised in writing to the Company prior to erection. If the hirer fails to do so and damage is incurred the company will not be responsible for such and the customer will indemnify the Company against all claims from third parties. The hire charges are based on the assumption that the site is flat, level, firm ground with easy access for lorry transport, and that no drains, pipes, cables or other services are buried underneath or otherwise concealed. The hire charges do not include any making good or repair of damage to site. Special rates will be payable for the hire of equipment on sites not conforming to the above requirements, or for delivery of goods other than on ground level.
3. **SAFETY.** The hirer agrees not to enter within 10 metres of the equipment while it is being erected. Any tentage must be kept closed and secure and in particular any door in place and fastened when not in use. Structural components of tentage must not be removed by the hirer or his agents without prior written agreement of the Company.
4. **PAYMENT.** Payment must be made in accordance with the terms stated in the Company's Confirmation of Order. The Company reserves the right to charge a deposit to cover part or the whole of the property and equipment hired. If payment becomes overdue interest will be charged on the outstanding amount at 8% above Barclays Base Rate until the invoice is settled.
5. **LOSS OR DAMAGE.** The Hirer will make good to the Company all loss of or damage to the Company's property or equipment hired or used on the site (other than fair wear and tear) unless it be proved that such loss or damage be caused by faulty material or workmanship or negligence on the part of the Company. If the hirer is not on site upon dismantling to agree any damage the company's statement of damage will be accepted by the hirer.
6. **LIABILITY TO THIRD PARTIES.** The Company will not be responsible for and the Hirer will indemnify the Company against all claims for injury to persons or loss of or damage to property howsoever caused unless it be proved that such injury or damage be caused by faulty material or workmanship or negligence on the part of the Company.
7. **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, Police, Fire Brigade and any similar authority or organisation. Any costs incurred in delays or modifications in the work arising from the absence of or misrepresentation of all such necessary permissions and permits shall be payable to the Company by the Hirer and shall be deemed to be part of the hire charge for the purpose of Clause 6 hereof.
8. **FORCE MAJEURE.** While 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 upon Act of God, War, Strikes, Riots, Lock-outs or other labour disturbances, Fire, Flood, Storm, Gale conditions, restrictions on the use of Transport, Fuel or Power, Relinquishing, Shortage of material or transport or labour or any other cause beyond the control of the Company. In the event of frustration of the Contract due to any of the above causes the contract shall be deemed to be complete and on the Company giving notice to that effect the Hirer shall be liable to indemnify the Company and pay them a sum equivalent to the aggregate costs incurred by the Company in labour and materials, sub-contracts and incidentals up to the date of the notice, plus 20%.
9. **MODIFICATION OF CONTRACT.** No verbal representations or arrangements are recognised by the Company and these terms and conditions shall only be modified by a supplementary written contract.
10. **DEPOSIT.** The deposit monies, shall be forfeited if the Hirer cancels the contract less than 60 days prior to the hire period. If notice of cancellation is received prior to 60 days before the contract, they shall be returnable in full.
11. **DAMAGE WAIVER.** Upon payment of the 'Damage Waiver Fee' referred to on the quotation then the above clause 5 will not apply. Please note that the client will remain responsible for:-
  - (a) Any loss of or damage to all Hired equipment resulting from their negligence or legal liability.
  - (b) Any excess or exclusion as noted on the Company's advice of Damage Waiver conditions in its Quotation/Confirmation of Order.