



General conditions of hire for EPIC SHELTERS UK Ltd

DEFINITIONS - **"THE COMPANY"** EPIC SHELTERS UK Ltd

- **"THE AGREEMENT"** is the schedule and/or the document or documents together comprising the contract between the Company and the Hirer.

- **"THE EQUIPMENT"** the items of equipment referred to within the agreement together with hammocks, rope, pegs and other auxiliary items ordinarily used in the construction support and use of such items.

"THE HIRER" the person, persons, company or body hiring equipment from the Company.

- **"HIRE CHARGE"** the sum referred to in the Agreement, which is exclusive of VAT and delivery charges.

- **"HIRE PERIOD"** the period of time referred to in the Agreement.

- **"THE SITE"** is the location at which the equipment is to be erected or used and which is referred to in the Agreement.

1. GENERAL

1.1 Subject to any variation agreed in writing by the Company, the contract between the Company and the Hirer shall be on these terms and conditions (including the Agreement) to the exclusion of all other terms and conditions (including any terms or conditions which the Hirer purports to apply under any purchase order, confirmation of order, specification or other document). Each order or acceptance of a quotation for equipment by the Hirer from the Company shall be deemed to be an offer by the Hirer to hire the equipment subject to these terms and conditions and shall be subject to acceptance by the Company. There shall be no variation to these terms and conditions unless agreed by or on behalf of the Company by a director of the Company and may only be agreed in writing.

1.2 Where there is any inconsistency existing between booking confirmation and any other documents forming part of the contract (including any schedules hereto) the booking confirmation shall prevail.

1.3 This Agreement shall be construed in accordance with English Law and the parties submit to the jurisdiction of the English Court.

1.4 The Company will let, and the Hirer will take on the hire of the equipment for the Hire Period at the hire charges. The rights and obligations of the Hirer hereunder are personal to the Hirer and shall not be capable of being assigned or transferred. The Hirer shall not sublet or part with possession of the equipment.

2. CONDITIONS OF HIRE

2.1 The Hirer must ensure that it has all necessary planning and other legal approvals for the erection of the equipment being supplied by the Company. The Hirer will indemnify the Company against any actions as a result of the Hirer not having gained any necessary approvals.

2.2 The Hirer will ensure that all obstructions to the site are removed by the Hirer and that the Company, its staff and agents have suitable and safe access to the site for the purposes of delivering and erecting or dismantling the equipment. The Company will take reasonable care in the provision of its services but accepts no liability for any loss or damage caused to any obstructing items in or on the site that have not been removed by the Hirer.

2.3 Unless notified in writing to the contrary before the date of contract, the Company shall be entitled to assume that:

The Hire charges are based on the assumption that the site is suitable for erection of the EPIC SHELTERS, has easy and firm access for motor transport, and that no drains, cables or other services are buried beneath the surface or otherwise concealed which might suffer damage as a result of transport, erection, use and dismantling of the equipment. The Company shall not be held responsible for any damage that might occur to said underground services where the location has not been notified to the Company.

2.4 In the event of the failure to notify the Company of any of the foregoing circumstances before the date of the contract, the Company shall at its discretion and without prejudice to clause 1.4 be entitled to re-determine the hire charge or impose additional charges to cover any reasonably anticipated additional costs or expenses or treat the contract as cancelled.

2.5 Prior to the commencement of the Hire Period the Hirer shall notify the Company of the precise position on the site for the erection of the said equipment and provide a plan. In the absence of such notification or in the event of a direction being 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 as directed. The Company will (subject to Clause 2.11) dismantle and remove the equipment from the site within a reasonable time following termination of the Hire Period and the Hirer shall ensure that the Company shall have access to the site at all reasonable times for such purposes.

2.6 The Company reserves the right to deliver equipment by several separate deliveries and any failure or delay in delivering any part of this will not entitle the Hirer to treat the contract as a whole as cancelled.

2.7 If the Hirer refuses to accept, or fails to ensure adequate access to the site for, delivery of the equipment at the times notified by the Company for delivery, the Hirer will, in addition to the hire charge, be liable for all additional costs (for example the Company's restocking storage and redelivery charges, demurrage on site) incurred as a result of the refusal or failure.

2.8 The Hirer will allow access or the use of such plant vehicles required to unload the delivery upon arrival at the Site and to load the Companies vehicles after the Hire Period has ended.

2.9 While the Company will try to uphold all requests of the Hirer, the Company reserves the right at any time to make changes to the specification of any equipment or services which are necessary to comply with any applicable

safety or other legal requirements or guidelines, or which do not materially affect the nature or quality of the equipment or services.

2.10 The Hirer will not use lighting, heating, cooking, gas or other electrical equipment of any kind without prior consent from the Company. The use of naked flames in the vicinity of the Equipment is prohibited.

2.11 Whilst the Company will endeavour to notify the Hirer of any delays, all dates and times quoted for performance of services or delivery of the equipment are approximate only and time of delivery and installation are not of the essence of the contract. Without prejudice to the foregoing, the Company shall not be liable for any delay in delivery or installation for any reason beyond its reasonable control including without limitation:

a) Force majeure b) Inclement weather c) Loss or damage by fire d) Civil commotion, strike or lockout affecting any of the trades employed by the Company. e) Accident or breakdown in transport f) Any other cause beyond the Company's control.

2.12 It is a condition of the Agreement that the Equipment is throughout the Hire Period comprehensively insured for the benefit of the Company against all risks including risks of theft, loss, damage and third party liability. The Hirer must provide to the Company evidence of cover in advance of the commencement of the Hire Period.

The Hirer agrees to and will indemnify the Company in respect of all claims, costs, damages, expenses, losses and other liability the Company may suffer or incur as a result of or in connections with any inadequacy of, defect in, non-payment of premiums for, refusal of cover or of claims under, or failure throughout the Hire Period to maintain the insurance.

3. PAYMENT TERMS

3.1 The Hirer shall pay to the Company a deposit of 50% on booking and the Hirer shall pay to the Company the balance of the hire charge (without deduction or set-off for any reason whatsoever) at least 14 days prior to the commencement of the Hire Period. All prices are exclusive of VAT and transport costs unless otherwise stated.

4. CARE OF HIRED EQUIPMENT

4.1 The Hirer shall be responsible for the safety and security of the equipment from its arrival on site until its removal from site whether or not such period commences prior to or terminates after the Hire Period. The Hirer shall make good to the Company all loss and/or damage to the equipment damaged as the result of any act or omission on the part of the Hirer or any failure on the part of the Hirer to fulfill the conditions of the contract. This clause shall remain in full force and effect notwithstanding termination of the contract.

4.2 The Hirer shall notify the Company as soon as practicable of any defect or deterioration in the equipment. The Company will take all reasonable steps to remedy the same where this other than by reason of any act or omission or other fault of the Hirer. The notification must be made to the Company's office as well as the foreman on site.

4.3 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 will 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 of access and egress from the structure.

4.4 The Hirer shall take all such reasonable steps as are necessary to make sure that the equipment is not at any time altered or interfered with or has any unauthorized items attached to it and in particular that no unauthorized 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.

5. CONTRACT TERMINATION

5.1 Either party shall have the right to terminate this Contract without penalty within fourteen days from the date hereof subject to written confirmation of such termination being given by one party to the other within such period. In the event of such termination by either party the Company shall refund to the Client all sums paid by the Client to the Company by way of deposit or otherwise.

Once the 14 days has passed should either party cancel the contract compensation will be paid of 50% of the Hire Charge save that if it is cancelled within 28 days prior to the Set Up date shown on the Booking Form the compensation will be the Hire Charge.

5.2 Should the Hirer fail to pay any sum to the Company by its due date for payment then, without prejudice to any other rights of the Company, the Company may suspend or terminate the contract. In the event of any such late or non-payment at any time whilst the equipment or any part of it is in the possession or control of the Hirer then without prejudice to any other remedy available to the Company whether under the terms of the 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 purpose.

5.3 If the Hirer or any of them being an individual or partnership shall commit any act of bankruptcy or enter into a voluntary arrangement with its creditors or being a company shall go into liquidation enter into a composition with its creditors or suffer the appointment of a receiver or administrator or shall pass a resolution for its winding up or in the event of any late or non-payment by the Hirer of any sum due under the contract or any other contract or arrangement between the Company and Hirer or in the event of any [not immaterial] breach by the Hirer of any other term (whether a condition warranty or some other term and whether express or implied) of this or any other contract between the Hirer and the Company, the Company shall be at liberty to terminate the Hire Period forthwith without prejudice to clauses 5.1 & 5.2 above.

5.4 All goods and equipment shall remain the property of the Company at all times.

6. LIMITATION OF COMPANY'S LIABILITY

6.1 It is warranted by the Company that (subject to the other provisions of these terms and conditions) it will provide all services under the contract with reasonable care and skill and that any goods will upon delivery conform to the contract and be of satisfactory quality within the meaning of the Sale of Goods Act 1979 and the Supply of Goods and Service Act 1982 (each as amended).

6.2 All other warranties are excluded to the fullest extent permitted by law. Nothing in these terms and conditions shall limit or exclude liability for death or personal injury arising from the Company's negligence, under section 2(3), Consumer Protection Act 1987, or for fraud.

6.3 Subject to the provisions of clause 6.2 and as otherwise expressly set out in these terms and conditions, the Company shall have no liability to the Hirer for any indirect or consequential loss (including loss of goodwill, loss of custom and loss of profit) to the Hirer arising out of or in connection with the provision of any goods or services pursuant to the contract. The entire liability of the Company under or in connection with the contract will not exceed the total hire charges payable.