

## MOBENN HIRE SERVICES TERMS AND CONDITIONS

1. The Price does not include making good any repairs to the Site unless caused by the negligence of the Company's servants or contractors. A quotation for making good should be requested at the time of the quotation.
2. All sums payable under this Agreement unless otherwise stated are exclusive of VAT and other duties or taxes. Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.
3. Either party shall have the right to terminate this Contract without penalty within seven 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
4. Once the period of seven days referred to in the preceding clause has passed should either party cancel the Contract compensation will be paid 50% of the price save that if it is cancelled within seven days prior to the Period of Hire the compensation will be the price.
5. The Company will make every effort to complete the erection of the Equipment on or before the commencement of the Use Period, provided that the Client has complied with the undertakings set out above. If the Equipment is not erected because of delays due to weather or other circumstances beyond its reasonable control the Company shall not be liable to pay further compensation to the Client. The Company is not liable for consequential loss.
6. The Company will take all reasonable care to avoid any damage to clients own Equipment but cannot be responsible for any loss suffered by the client in respect thereof other than as a result of the negligence of the Company's servants, agents or contractors.
7. If any part of the Equipment includes electrical apparatus to provide such power points or supply as may be reasonably required by the Company within 15 metres of the Equipment.
8. The client or its agents undertakes not to enter the Equipment while it is being erected by the Company, until the equipment is handed over to the client. Any unsupervised persons entering the area, do so at their own risk.
9. To keep any part of Equipment that is a framed structure or a tent completely closed and secure and in particular any door in place and fastened when not in use.
10. The Client shall be responsible for and indemnify the Company against any loss of or damage to all hired equipment resulting from their negligence or legal liability.
11. The client is responsible for the first £250 of any claim however caused.
12. Upon payment of the "damage waiver fee" referred to on the hke agreement the client will not be liable for accidental damage caused to the equipment.
13. Not to use any lighting, heating, cooking or other gas or electrical appliances of any kind without the previous consent in writing of the Company.
14. Not to tamper with the structure or any part of the Equipment and in particular not to affix or suspend from the Equipment any item whatsoever without the Company's prior written consent. Specifically no sticky tapes or staples to be attached to the equipment without permission. A cleaning charge will be levied for any unauthorised fixings to the equipment.
15. The Company will use its best endeavours to supply the client with the Equipment ordered but where this is not possible the Company will notify the Client as soon as possible of any alteration to the design and specifications of the Equipment and where the alteration is fundamental the Client may terminate this contract and any Deposit paid will be refunded.
16. The price is based upon the assumption that the Client provides a firm and level site of turf (or some other material not impervious to stakes and able to absorb rainwater) and is served by a firm access road adjacent to the Site with adequate hard-standing for commercial vehicles. The site to be free from flooding, trees and overhead obstruction. If this is not the case or if the Client wishes The Company to erect the equipment in a different position to the one indicated by the Client to the Company at the time of the Quotation and in either event the costs to the Company are subsequently increased by reason of increase in labour costs or any other factor the Company may increase the price in accordance with the Company's published price list and hourly labour rates then in force.
17. The client must pay the deposit, if any requested, and pay the balance in accordance with the quotation.
18. Interest on overdue monies will be charged at 8% above the baserate at 8.5% per annum.
19. The Client to provide the company with a reasonable period of time before the delivery date with an accurate plan of the site showing all relevant services and any apparent obstacles which may affect the erection of the Equipment and the position on the site in which the equipment is to be erected and to advise the company of any alterations in the site of which it is aware that may take place after the date that the plan is provided.
20. The client to give notice or to obtain necessary permits from local authorities and/or the site owners prior to erection.
21. All orders accepted or contracts entered into are contingent upon freedom from all liability for non-fulfilment or delay due to war, strikes, lockouts, civil commotion, riots, force majeure, breakage's, government control on priority regulations, scarcity of materials or labour difficulties or other causes beyond the control of the company