

# LOSBERGER UK LTD

## TERMS AND CONDITIONS OF HIRE

### 1. DEFINITIONS:

The Company:

means Losberger UK Ltd of 139 High Street Collingham NG23 7NH.

The Hirer:

means the person or persons hiring the Tentage from the Company.

The Hire Period:

means the period during which the Tentage is hired to the Hirer as further defined in clause 2 hereof.

The Tentage:

means the tents and ancillary equipment hired by the Company to the Hirer in accordance with these conditions.

Conditions:

means the standard terms and conditions of hire set out in this document and any special terms and conditions agreed in writing between the Company and the Hirer.

Contract:

means the contract for the use and the hire of the Tentage on the conditions and which is made on the acceptance in writing by the Company of the Hirer's order.

Site:

means the premises on which the Tentage is to be erected.

Writing:

includes any telex cable facsimile transmission e-mail and comparable means of communication.

### 2. PERIOD OF HIRE

The hiring of Tentage will commence on the date on which the Tentage is delivered to or made available for collection by the Hirer or its agents or delivered to and erected on the Site by the Company whichever is appropriate.

The hiring of Tentage will terminate on the date which the Tentage is collected from or returned by the Hirer or its agents or collected from the site by the Company whichever is appropriate.

### 3. RENTALS

The Hirer shall pay to the Company in advance the rental stated on the order. Time shall be of the essence in respect of the payment of all sums due hereunder and the Hirer shall be deemed to have repudiated this Contract if any rental or other payment shall remain unpaid for more than 30 days after becoming due.

The Company reserves the right to charge interest at the rate of 2% per month or part month on any rentals or other payments outstanding in excess of 30 days.

The Company reserves the right to charge a deposit to cover part or all of the value of the Tentage to be paid on a date to be agreed between the parties.

For avoidance of doubt, the Hirer acknowledges that the Rental does not include any charge for the Company to reinstate the site to its pre-hire state.

#### 4. REVISION OF RENTALS

The Hirer expressly acknowledges and accepts that the Company shall be entitled to revise the Rentals stated on the order (by such amount as the Company shall in its absolute discretion determine) at any time before commencement of the hire Period.

- (a) in the event that there is a substantial increase in labour or transport costs; or
- (b) if the assumption that the Site is level, firm and grassed with easy access and free from overhead or underground obstructions and upon which the assumption the rental quoted in the order was made is not met; or
- (c) if strong winds in excess of force 6 hamper the Company's progress on the site so that it has to employ extra staff to ensure that the Tentage is in place for the commencement of the Hire Period.

Any such revision will be notified by the Company to the Hirer as soon is practicable. In event that the Hirer does not accept such price revision or in the circumstances outlined in clause 4. (b) it is not possible to relocate the Tentage within the Site the Hirer shall have the right for a period of seven days after receipt of such notification to serve notice on the Company cancelling this contract. Subject to the return of any Tentage then in the possession of the Hirer in good repair and condition, and subject to the payment of any costs incurred by the Company prior to notification the Hirer will incur no other liability or obligation to the Company on account of such cancellation and clause 10 of these Conditions will apply.

#### 5. SITING

The Hirer shall obtain all necessary consents and approvals from the local Authority and other authorities and Site owners prior to the erection of Tentage. The Hirer undertakes to indemnify the Company in respect of all costs whatever nature incurred by any delay arising from the failure to the Hirer to obtain such consents and approvals, and any costs for calculations or any modifications to the equipment which are a condition of any such consent or approval.

The Hirer shall ensure that the site is level, free of obstructions and has no risk of flooding or has sufficient natural drainage.

The Company shall be granted access to the Site for the purpose of erecting and dismantling the Tentage for such periods as the Company shall require.

Such access to be suitable for the Company's use.

The Hirer shall be responsible prior to commencement of the Hire Period for indicating on the site with ropes paint and other markers the position and route of underground services (if any).

The Company accepts no responsibility whatsoever for damage to the said underground or overhead services in the event of the Hirer's failure to adequately mark the site the costs of repair being borne by the Hirer.

It is the hirers responsibility to ensure the site is adequately protected against any likely damage that may be caused to the site itself as a result of the assembly of the tentage and ancillary equipment, dismantle of the tentage and ancillary equipment or

from the event itself, Losberger UK Ltd does not accept any responsibility for any damage to the site unless caused through negligence on the part of the company.

A representative of the Hirer shall be in attendance to demonstrate the position on the Site in which the Tentage is to be erected or the Hirer shall provide a detailed plan for such a Site the Company shall be deemed to have fulfilled its obligations under the Contract by erecting the Tentage in such a position on the Site as it or its employees think fit without liability for any damages caused to any underground services or other property the responsibility and cost of repair of which shall be borne by the Hirer. Whenever the Hirer hires Tentage comprising electrical apparatus the Hirer must provide a suitable power supply within 5 metres of the Site of the Tentage unless otherwise agreed in writing.

Other than Tentage and ancillary equipment installed by the Company no lighting heating cooking or other gas or electric appliance of any kind shall be used in or adjacent to any Tentage hired from the Company without previous consent in writing.

## 6. DUTIES OF THE HIRER

The Hirer shall during the continuance of the Hire Period:-

- (a) maintain at its own expense the Tentage on the Site to the same standard of repair as on collection or delivery.
- (b) not make an alteration modification or addition to the Tentage without the prior consent in writing of the Company.
- (c) bear the cost of the repair of any damage caused to the Tentage from any risk.
- (d) ensure that the temperature inside the tents forming part of the equipment does not fall below 12 degrees C in the event of snow being forecast or falling;
- (e) not to sell assign mortgage let on hire or otherwise dispose or part with the letting of the Tentage or charge the benefit of this Contract nor attempt or purport to do so.

The Hirer shall be solely responsible for and indemnify the Company in respect of all loss or damage to the Tentage (insofar as the Company shall not be reimbursed by the proceeds of insurance in respect thereof) however caused occurring at any time before termination of the Hire Period.

## 7. MOBILE TOILET UNITS

The provisions of this clause shall apply where the Company has agreed to hire to the Hirer one or more mobile toilet units ("the Units") Where there is any inconsistency between the provisions of this clause and the other terms of Contract so far as they relate to the content matter of this clause the provision of this clause shall prevail. The Hirer shall be responsible for ensuring that the access to the Site will support the transportation of the Units and if necessary the Hirer shall construct a platform over which the Units can be transported. The Company accepts no liability whatsoever for any loss or damage to the Units arising during the transportation loading or unloading of the Units.

The Hirer shall be responsible for connecting the units to the mains water drainage and electricity. Emptying and drainage of the Units are the responsibility of the Hirer unless otherwise agreed writing.

## 8. INSURANCE

Risk shall pass to the Hirer at the commencement of the Hire Period and shall re-pass to the Company upon the termination of the Hire Period. The Hirer shall throughout each Hire Period keep the Tentage insured in its full replacement value as notified from time to time by the Company to the Hirer with a reputable insurance company against loss or damage from all risks (including third party risks). The Hirer shall notify such insurers that the Tentage is on hire from the Company and request the insurers to endorse a note of such interest on the policy of insurance naming the Company as loss payee, shall produce the policy of insurance, the premium receipts and insurance certificate to the Company upon demand and shall not use or allow the Tentage to be used for any other purpose or in any country not permitted by the terms and conditions of the policy or do, or allow to be done any act or thing whereby the insurance may be invalidated. The Hirer shall indemnify the Company against all loss or damage to the Tentage not recoverable under the policy of insurance.

Where any event or accident shall occur which is a risk covered by the Hirer's policy of insurance, the Hirer shall immediately notify the Company thereof, shall not compromise any claim without the consent of the Company, shall allow the Company to take over the conduct of negotiations (except in relation to claims of the Hirer for personal injuries, loss of use of the Tentage or loss or damage to the property of the Hirer unconnected with the Tentage) and shall at the expense of the Hirer take such proceedings (in the sole name of the Hirer or jointly with the Company, as the Company shall direct) holding all sums recovered together with any moneys received by the Hirer under its policy of insurance on trust for the Company and paying or applying the same as the Company directs and as herein provided.

If the Tentage is declared a total loss, the hire thereof shall terminate and the Company shall apply any proceeds of insurance received by it at its option:

- (a) towards a replacement of equivalent value which replacement shall be deemed to be included in this Agreement for all purposes and the Hirer shall continue to be liable for all Rental as if such loss had not taken place; or
- (b) in or towards payment to the Company of the sum necessary to compensate the Company for the loss of profit suffered as a result of the loss of the Tentage.

If the Tentage does not become a total loss the Company shall reinstate or repair it at the expense of the Hirer (but less any insurance proceeds received by the Company) and the Hirer shall continue to pay Rental in respect of the Tentage during such reinstate or repair.

The Hirer shall be liable to pay to the Company any amount deducted by the insurers by way of excess or in respect of damage caused to the Tentage prior to the date of total loss and (subject to the application of insurance proceeds under clause 8 (b) above) shall indemnify the Company against all and any loss suffered by it in consequence of the termination of the Agreement

## 9. GENERAL LIABILITY

The Hirer shall be solely responsible for and hold the Company fully indemnified against all claims demands liabilities losses damages proceedings and expenses which may be brought against or incurred by the Company as a result of any accident involving the Tentage (other than death or personal injury resulting in the negligence of the Company, its employees or its agents).

The Hirer shall be solely responsible for and hold the Company indemnified against all claims demands liabilities losses damage proceedings costs and expenses suffered or incurred by the Company as a result of any such breach or default on the part of the Hirer in discharge of its obligations under this Contract.

## 10. CANCELLATION

The Hirer may cancel the Contract prior to the commencement of the Hire Period by notifying the Company in writing and paying by way of liquidated damages:-

- (a) the full rental if notice is received less than 31 days prior to the commencement of erection; or
- (b) 50% of the rental if notice is received between 45 and 31 days prior to commencement of erection: or
- (c) 25% of the rental if notice is received more than 45 days prior to commencement of erection.

## 11. TERMINATION

If the Hirer shall fail to pay any rental or any other sum payable under this Contract within 30 days of it becoming due or shall commit a breach of the terms and conditions of the Contract or shall do or allow to be done any act or thing which in the opinion of the Company may jeopardise the Company's rights in the Tentage or part of the Tentage then in each case the Hirer shall be deemed to have repudiated the Contract and the Company may thereupon or at any time thereafter by notice in writing to the Hirer for all purposes forthwith terminate the Contract.

In the event that:-

- (a) the Hirer makes any voluntary arrangement with its creditors or becomes cost of all subject to an administration order or (being an individual or firm) becomes bankrupt (or being a company) goes into liquidation (otherwise than for the purpose of voluntary solvent amalgamation or reconstruction); or
- (b) an encumbrancer takes possession of or a receiver is appointed over any of the property or assets of the Hire; or
- (c) the Hirer ceases or threatens to cease carrying on business; or
- (d) the Company reasonably apprehends that any of the events mentioned above is about to occur relating to the Hirer and notifies the Hirer accordingly;

The Company shall without prejudice to any other rights or remedies available to it be entitled to cancel the Contract and enter on to the Site to regain possession of the Tentage.

The Hirer shall upon termination under clause 11 (a) and/or 11 (b) above pay to the Company

- (a) all arrears of rental then due and all other sums accrued due and unpaid at the date of termination together with interest thereon payable under clause 3 hereof; and
- (b) the cost of all repairs required as at the date of termination; and
- (c) any other sums which are or become due to the Company is entitled by way of damages.

On termination of the Contract howsoever occasioned or on expiry of the hire period the Hirer shall return the Tentage or permit or obtain access to the Site to the Company and its employees for the purpose of dismantling and removing the Tentage at such times and for such periods as the Company may require.

## 12. FORCE MAJEURE

Whilst the Company will use all reasonable endeavours to discharge its obligations under this Contract in a prompt and efficient manner it does not accept responsibility for any failure or delay caused by circumstances beyond its control without prejudice to the generality of the foregoing by strikes, lockouts, fire, accidents, defective materials, lack of availability for materials, storm, tempest, ingress of water, snow, war or civil commotion, government regulations or Act of God.

## 13. NOTICES

Notices shall be deemed to have been served on the other party in the case of posting by first class post within 48 hours after posting and when despatched in the case of telex, facsimile copy or cable and addressed to the party at its registered office or any address notified to the other party in writing.

## 14. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of England and Wales and subject to the Jurisdiction of the English Courts.

## 15. VARIATION

No variation of these conditions shall be binding on the Company unless agreed in writing and signed by or on behalf of the Company.  
Any typographical, clerical or other error or omission in any hire literature price list acceptance of order invoice or other document shall be subject to correction without any liability on the part of the Company.