

Hallmark Event Hire Terms and Conditions

1.0 Definition of Terms

- 1.1 "The Owner" is the company, firm or persons letting the equipment on hire and includes its or their successors.
- 1.2 "The Hirer" is the company, firm or persons, corporation or authority specified in the Hire Contract and includes its or their successors or personal representatives.
- 1.3 Equipment covers all the classes of prefabricated and portable buildings, erectable structures, accessories and ancillary equipment which the Owner agreed to hire to the Hirer.
- 1.4 A week shall be five consecutive days.

2.0 Availability of units

- 2.1 All equipment is ordered subject to availability at the date of receipt of order.

3.0 Extent of Contract

- 3.1 No conditions or warranties other than herein specifically set forth shall be implied or deemed to be incorporated in or to form part of the contract.

4.0 Consents, Licences or Permissions

- 4.1 The Hirer shall obtain all permissions, consents and licences required for the Equipment under any statute regulation or byelaw and in due time comply with any conditions imposed in respect thereof.

5.0 Delivery of Good Order, Suitability

- 5.1 The Equipment shall be deemed to be in good order and condition in accordance with the terms of contract and to the Hirer's satisfaction unless notification is received by the Owner within three days of the Equipment being delivered to site.
- 5.2 No warranty is given that the Equipment is suitable for the purpose required by the Hirer.

6.0 Access Route

- 6.1 A suitable access route for delivery and collection is to be provided by the Hirer with unrestricted entry and approach. Where the ground is soft or otherwise unsuitable the Hirer shall supply and lay timbers or appropriate temporary foundations in a suitable position for loading and unloading and for the Equipment to rest on.

7.0 Loading and Unloading

- 7.1 The Hirer shall be responsible for the unloading and reloading of the Equipment at site and any driver supplied by the Owner shall be deemed to be under the Hirer's control and the Hirer shall be responsible for any damage caused.
- 7.2 The Hirer shall bear the cost of any lifting or special apparatus required for the siting and removal of the Equipment.

8.0 Connection of Mains Services

- 8.1 Connection and disconnection of main services on site is the responsibility of the Hirer.

9.0 Maintenance, Care and Alterations

- 9.1 The Hirer shall be responsible for maintaining the Equipment in the same condition as on the date of its delivery using the same in a workmanlike manner and returning the equipment on completion of hire in a good and clean condition (fair wear and tear excepted). Any loss, damage or cleaning costs will be charged to the Hirer.
- 9.2 No alteration or modification shall be carried out on the Equipment without prior consent of the Owner.

10.0 Inspection

- 10.1 The Hirer shall at all times allow the Owner, the Owner's agents or servants to have reasonable access to the equipment to inspect, test, adjust, repair or replace same.

11.0 Period of Hire

- 11.1 Unless otherwise provided for in this Agreement, the period of hire commences on the day the Equipment leaves the Owner's premises and terminates on the day it is received back there or on a site nominated by the Owner, both days being included in the period of hire.

12.0 Termination

- 12.1 The contract shall be terminable by seven days' notice in writing given by the Hirer.
- 12.2 The Owner shall be entitled to terminate the Agreement forthwith and reposses the Equipment in the event of the failure of the Hirer to comply with any of the conditions herein contained.
- 12.3 It is the responsibility of the Hirer to make the Equipment available at the termination of the hire.
- 12.4 Where the period of hire is Indeterminable or having been defined becomes indeterminate the contract shall be determinable by seven days' notice in writing given by either party to the other. In the event of the Hirer desiring to terminate the contract and failing to give such notice, hire for the period of the seven days notice shall be chargeable.
- 12.5 If the hire is terminated prematurely the Owner is entitled to payment in full for the minimum hire period stated.

13.0 Loss and Damage

- 13.1 During the continuance of the hire period the Hirer shall make good to the Owner all loss or damage to the Equipment or extra chargeable items from whatever cause the same may arise (fair wear and tear excepted). The hire period will be deemed to continue until a lost or stolen unit is paid for.
- 13.2 The Owner accepts no liability or responsibility for any loss or damage due to or arising from the Equipment becoming unusable or uninhabitable through any cause whatever, or through non-arrival arising from accident or break-down during loading, unloading or transport due to inadequate foundations having been provided by the Hirer or its not having been erected in a proper manner.
- 13.3 Should the Equipment be damaged during the hire period then the Hirer shall be liable for the loss of hire revenue up to the date at which repairs are completed.

14.0 Insurance

- 14.1 The Hirer shall insure and keep the Equipment and its accessories comprehensively

insured to the full replacement value thereof as stated on the Agreement against all the usual risks including loss or damage by fire, flood, accident or any other cause. The Hirer shall also fully and completely indemnify the Owner in respect of all claims by any reason whatever for injury to persons or property caused by or in conjunction with or arising out of the use of the Equipment and in respect of all costs and charges in connection therewith whether arising under statute or common law.

- 14.2 The Hirer shall ensure that the Equipment is insured so that in the event of total destruction of the Equipment the Owner shall be entitled to replace the same at the Owner's current list sale price.
- 15.0 Consequential Loss to Third Party and to the Owner
- 15.1 No liability will attach to the Owner for any consequential loss or damage due to any failure in the Equipment or non-arrival or late delivery of the Equipment or any breach of contract whatever by the Owner for any cause whatever, including the negligence of the Owner or the Owner's employees.
- 16.0 Rental or Payment Terms
- 16.1 The hire charges payable under this Agreement shall be paid by the Hirer punctually to the Owner during the continuance of the hire period (as defined in clause 11.1) and no allowance or deduction shall be permitted from such hire charges in respect of any period where for whatever reason the Equipment shall not be used by the Hirer.
- 16.2 Odd days at the end of the hire period shall be charged at fifths of the weekly rate.
- 16.3 The Owner reserves the right to amend hire rates by giving seven days notice in writing to the Hirer at any time after the minimum hire period stated on the contract has expired.
- 17.0 Transport
- 17.1 The Hirer shall pay the cost of the transport of the Equipment from the Owner's depot to the site and its return to the named depot on completion of the hire period unless specifically stated otherwise.
- 18.0 Sub-let and Change of Site
- 18.1 Except as provided for in (18.2) the Hirer shall not rehire, sell, mortgage, charge, pledge, part with possession of, or otherwise deal with the Equipment or its contents and shall protect the same against distress, execution or seizure and shall indemnify the Owner against all losses, damages, costs, charges and expenses that may be occasioned by any failure to observe and perform the condition except in the event of government requisition.
- 18.2 The Hirer shall not assign his rights hereunder nor sub-let or lend the Equipment or any part thereof to a third party without the prior written consent of the Owner.
- 18.3 Except for Equipment mounted on a wheeled chassis the Hirer shall not move the Equipment from the site to which it is delivered or consigned unless prior written consent is obtained from the Owner.
- 18.4 The Hirer of Equipment which is mounted on a wheeled chassis shall notify the Owner not less than seven days from the termination of the hire of the site from which the Equipment is to be collected.
- 19.0 Identification Marks

19.1 The Owner retains the right to affix a mark or plate on the Equipment identifying it as the Owner's property and the Hirer shall not remove, deface or cover up the same.