

## TERMS AND CONDITIONS OF HIRE

### 1. CONDITIONS.

Queensberry Event Hire Limited ("Queensberry") will submit a written quotation which the person hiring the equipment (the "Hirer") shall accept in writing. The absence of such written quotation or acceptance however shall not invalidate the Contract, and all the work quoted for and undertaken by, or goods hired from Queensberry shall be subject to these terms and conditions of hire and the Hirer by authorising or allowing work to proceed or goods to be delivered is deemed to have confirmed the Contract and to have accepted these terms and conditions of hire.

### 2. 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.

### 3. CONDITIONS OF SITE.

Queensberry's quotation for hire charges is made on the assumption that the site on which the tents or equipment are to be erected or to which goods are to be delivered is:

1. (a) Flat level firm ground with easy and safe access for heavy motor transport; and
2. (b) Has no drainpipes, cables or other services buried beneath the surface or otherwise concealed.

If the said site does not comply with these requirements Queensberry may, in its absolute discretion, either rescind the contract by giving oral or written notice to the Hirer or make additional hire charges. Queensberry shall not be liable to the Hirer for any loss damage or expense resulting from such rescission of the contract.

### 4. EXCLUSION OF QUEENSBERRY'S LIABILITY FOR DAMAGE TO SITE AND SERVICES.

Whether the said site complies with the foregoing requirements or not Queensberry shall not be under any liability to make good any damage to the site nor shall Queensberry be under any liability in respect of damage to drain pipes or cables or other services buried under the site or otherwise concealed or any consequential loss resulting from such damage unless an accurate plan showing the precise position of such drainpipes or cables or other services shall have been supplied to Queensberry with reasonable notice prior to Queensberry entering the site.

### 5. THE POSITION OF TENTS AND EQUIPMENT.

It is the Hirer's responsibility to have a representative on the site for the purpose of instructing Queensberry as to the position of the tents and equipment. If the Hirer shall fail to provide a representative on the site Queensberry may erect the tents and equipment where it thinks fit and it shall be deemed to have performed the Contract. Any wasted journeys due to the Hirer's representatives being absent will be charged for. Deliveries left at unattended premises are left at the Hirer's risk.

### 6. VARIATION OF HIRE CHARGES.

Queensberry reserves the right to vary the quoted hire charges in the event of any increase taking place before or during the period of hire in the cost of labour, materials or transport.

### 7. HIRE CHARGES.

All goods hired are charged whether used or not. Goods collected by customers will be charged extra if not returned on day arranged. The hire charges published in any of Queensberry printed matter are for guidance of hirers in estimating costs only and do not constitute an offer.

### 8. PAYMENT.

Queensberry reserves the right to charge the Hirer a non refundable deposit of at least 30% of hire charge to confirm the booking. The balance will be payable by the Hirer 7 days prior to the event. All prices are subject to VAT at the applicable rate.

9. LOSS OR DAMAGE.

The Hirer is wholly responsible for all property and equipment on hire from the time of delivery until collection. The Hirer will be responsible for the safe custody of Queensberry property and equipment on the site, and will make good to Queensberry all loss and damage to Queensberry's property and equipment hired or used on the site (other than fair wear and tear) such as breakages, crockery and glass etc, including those due to theft or burglary, unless it be proved that such loss or damage be caused by faulty material or workmanship or negligence on the part of Queensberry. No guarantee can be given that equipment will be removed the day following the event, we will do our best to meet the wishes of our clients whenever possible. We cannot accept any items in place of our own.

Queensberry accepts any damage caused to the hirers property and will meet any costs to fix/replace any damage caused.

10. INSURANCE.

Queensberry, on behalf of the Hirer, has insured its property and equipment against most forms of accidental loss or damage for which the Hirer is responsible under cause 9. In the event of claim for loss or damage being accepted by the relevant insurers, the Hirer will be liable for the amount of the excess of any such claim.

11. LIABILITY TO THIRD PARTIES.

Queensberry will not be responsible for and the Hirer will indemnify Queensberry against all claims for injury to persons or loss of or damage to property however caused unless it be proved that such injury or damage be caused by faulty material or workmanship or negligence on the part of Queensberry.

12. ERECTION AND DISMANTLING.

Queensberry normally provides labour for erection and dismantling and the cost thereof is included in the hire charges. Only in exceptional circumstances and by special arrangement will Queensberry allow the Hirer to erect and/or dismantle Queensberry property.

13. ATTENDANCE.

The hire charges do not include attendance by Queensberry staff except during processes of erection and dismantling. 14. 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 to the Planning Authority, District Surveyor, Police, Fire Brigade and any similar authority or organization. Any cost as 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 Queensberry by the Hirer and shall be deemed to be part of hire charge for the purpose of Clause 6 hereof.

15. ELECTRICAL SUPPLY

The Hirer is responsible for ensuring that the venue has sufficient power supply, plug points, connectors etc for any lighting hired as well as any other requirements they may have.

16. FORCE MAJEURE.

While every effort will be made by Queensberry to carry out any order accepted, the full performance of it is subject to variation or cancellation by Queensberry consequent upon act of God, War, Strikes, Riots, Lock outs or other labour disturbances, fire, flood, restrictions on the use of transport, fuel or power, requisitioning, shortage of material or transport or labour or any cause beyond the control of Queensberry.

17. MODIFICATION OF CONTRACT.

No verbal representations or arrangements are recognised by Queensberry and these terms and conditions shall only be modified by a supplementary written contract.

18. CANCELLATION OR PREMATURE TERMINATION OF CONTRACT.

In the event of the Hirer desiring to cancel the contract after a booking has been confirmed, if the cancellation date is 30 days or more prior to delivery date, there will be a charge of 30% of the hire charge, if the cancellation is 7 to 29 days prior to the delivery date, the charge will be 50% of the hire charge, and if the cancellation is less than 6 days prior to the delivery date, full hire charges will be payable by the Hirer. Queensberry may set off the hire charges payable in accordance with this clause against any deposit received from the Hirer.