

CONDITIONS FOR HIRE OF GOODS TO CONSUMERS AND BUSINESSES

1 INTERPRETATION

1.1 In these conditions the following words have the following meanings:
Consumer an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession;
Contract means a contract which incorporates these conditions and made between the Customer and the Supplier for the hire of Goods;
Customer means the person, firm, company or other organisation hiring Hire Goods;
Digital Content means data which is produced and supplied in digital form;
Force Majeure means any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub-contractors, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;
Goods means any marquee(s), together with any accessories specified in a Contract which are hired to the Customer;
Hire Goods means any Goods which are hired to the Customer;
Hire Period means the period commencing when the Customer holds the Hire Goods on hire (including Saturdays, Sundays and Bank Holidays) and ending upon the happening of the physical collection of the Hire Goods by the Supplier's including third party suppliers;
Liability means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;
Rental means the Supplier's charging rate for the hire of the Hire Goods which is current from time to time during the Hire Period;
Supplier means Meridian Marquees & Temporary Structures Ltd, Unit 1 Parsons Farm Farley Hill Reading RG7 1UY and will include its employees, servants, agents and/or duly authorised representatives;
Services means the services and/or work (if any) to be performed by the Supplier for the Customer in conjunction with the hire of Goods including any delivery and/or collection service in respect of the Goods.

2 BASIS OF CONTRACT

2.1 Goods are hired subject to them being available for hire to the Customer at the time required by the Customer. The Supplier will not be liable for any loss of Hire Goods as a result of the Goods being unavailable for hire where the Goods are unavailable due to circumstances beyond the Supplier's control.
2.2 Where hire of the Hire Goods is to a Customer who is an individual, unincorporated entity or two (2) or three (3) partner business, and the hire would be covered by the Consumer Credit Act 1974, the duration of the Hire Period shall not exceed 3 months, after which time the Contract shall be deemed to have automatically terminated. Accordingly, the hire of any Hire Goods is not covered by the Consumer Credit Act 1974. In such circumstances, the Customer shall return the Hire Goods to the Supplier on the final day of the 3 month Hire Period. If the Customer fails to do this then it shall be liable for any financial loss which this causes the Supplier.
2.3 Nothing in this Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a Consumer. Where the Customer is acting as a Consumer any provision which is marked with an asterisk (*) may, subject to determination by the Courts or any applicable legislation, have no force or effect and if any provision is under the applicable law of the Contract unenforceable in whole or in part or shall have no force or effect the Contract shall be deemed not to include such provisions but this shall not affect the enforceability of the remainder of the Contract. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau or if based in the Republic of Ireland your local office of the Director of Consumer Affairs or Citizens Information Centre.
3 FAULTY GOODS, DIGITAL CONTENT AND/OR SERVICES
3.1 Where the Customer deals as a Consumer, the Supplier is under a legal duty to supply Goods, Digital Content and Services that are in conformity with the contract between the parties. In such circumstances, the Customer has legal rights in relation to Goods and Digital Content that are, for example, faulty or not as described and in relation to Services that are, for example, not carried out with reasonable skill and care, or if the materials used to carry out the Services are faulty or not as described.
3.2 Advice about Customers' legal rights where they deal as a Consumer is available from their local Citizens Advice Bureau or Trading Standards office. Nothing in these conditions will affect these legal rights.
4 PAYMENT
4.1 The amount of any Deposit, Rental, and/or charges for any Services shall be as quoted to the Customer. Where a Deposit is required for the Hire Goods it must be paid in advance of the Customer hiring the Hire Goods. The Supplier may also require an initial payment on account of the Rental in advance of the Customer hiring the Hire Goods.
4.2 The Customer shall pay the Deposit, Rental, charges for any Services, and/or any other sums payable under the Contract to the Supplier on signature of this agreement. The Supplier's prices are as per our quotation, exclusive of any applicable VAT for which the Customer shall additionally be liable.
4.3 Payment by the Customer on time under the Contract is an essential condition of the Contract. Payment shall not be deemed to be made if the Supplier has received either cash or cleared funds in respect of the full amount outstanding.
4.4 If the Customer fails to make any payment in full on the due date the Supplier may decline to provide its service, and charge the Customer interest (both before and after judgment/decree) on the amount unpaid at the rate implied by law under the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable) or at the rate of 4% above the base rate from time to time of the Supplier's bank whichever is higher.
4.5 *The Customer shall pay all sums due to the Supplier under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.
5 RISK, OWNERSHIP, INSURANCE AND LOSS OR DAMAGE TO THE HIRED GOODS
5.1 Risk in the Goods will pass immediately to the Customer when they leave the physical possession or control of the Supplier.
5.2 Risk in the Hired Goods will not pass back to the Supplier from the Customer until the Hired Goods are back in the physical possession of the Supplier. This shall apply even if the Supplier has agreed to cease charging the Rental.
5.3 Ownership of the Hired Goods remains at all times with the Supplier. The Customer has no right, title or interest in the Hired Goods except that they are hired to the Customer.
5.4 The Customer must not deal with the ownership or any interest in the Hired Goods. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of or lending. However, the Customer may re-hire the Hired Goods to a third party with the prior written consent of the Supplier.
5.5 If the Hired Goods are returned in damaged, unclear and/or defective state, except where due to fair wear and tear and/or an inherent fault in the Hired Goods, the Customer shall be liable to pay the Supplier for the cost of any repair and/or cleaning required to return the Hired Goods to a condition fit for re-hire and to pay the Rental until such repairs and/or cleaning have been completed.
5.6 The Customer shall be responsible for, and indemnify the Customer against, any loss of or damage to all hired equipment whatsoever the cause. Any loss of damage will be charged for on a Reinstatement with New basis. The Customer will also be responsible for ongoing Rental until the equipment has been replaced.
5.7 The Customer must provide to the Company proof of having arranged insurance in their name for their hired equipment at least seven days prior to the delivery date of the equipment.
5.8 Upon payment of the 'Damage Waiver Fee' referred to on the quotation then the above clauses 5.6 and 5.7 will not apply. Please note that the Customer will remain responsible for the first £500 of any loss, and will indemnify the Supplier against any loss of or damage to all Hired Goods resulting from their negligence or legal liability.
6 DELIVERY, COLLECTION AND SERVICES
6.1 The Supplier will deliver the Equipment and install it at the Site on a date to be agreed between the parties on or sufficiently in advance of the event date. A representative of the Customer must be present at the Site at the time of delivery to show where the Equipment is to be installed.
6.2 The Customer will, if requested, allow the Company to inspect the Site before delivery of the Equipment, and will disclose to the Company the location of any drains, pipes, cables or other similar things which may affect or be affected by the installation of the Equipment. From the date of this Agreement until the end of the Period of Hire the Customer will not make any alterations to the Site which may affect the Company's performance of its obligations under this Agreement.
6.3 Unless otherwise specified the Company will not be obliged to put up, arrange or dismantle tables, chairs or related items, but where the Supplier provides Services the persons performing the Services are relevant to the Customer and once the Customer instructs such persons they are under the direction and control of the Customer. The Customer shall be solely responsible for any instruction, guidance and/or advice given by the Customer to any such person and for any damage which occurs because of such persons following the Customer's instructions, guidance and/or advice except to the extent that the persons performing the Services are found to be negligent by a court with jurisdiction to make such finding pursuant to clause 12.7.
6.4 The Customer will allow and/or procure sufficient access to and from the relevant site and procure sufficient unloading space, facilities, equipment and access to utilities for the Supplier's employees, sub-contractors and/or agents to allow them to carry out the Services. The Customer will ensure that the site where the Services are to be performed is, where necessary, cleared and prepared before the Services are due to commence.
6.5 If any Services are delayed, postponed and/or are cancelled due to the Customer failing to comply with its obligations the Customer will be liable to pay the Supplier's additional standard

charges from time to time for such delay, postponement and/or cancellation except where the Customer is acting as a Consumer and the delay is due to a Force Majeure event.

7 CARE OF HIRED GOODS

7.1 The Customer shall:
7.1.1 not remove any labels from and/or interfere with the Hire Goods, their working mechanisms or any other parts of them and shall take reasonable care of the Hire Goods and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to the Customer;
7.1.2 notify the Supplier immediately after any breakdown, loss and/or damage to the Hire Goods;
7.1.3 take adequate and proper measures to protect the Hire Goods from theft, damage and/or other risks;
7.1.4 notify the Supplier of any change of its address and upon the Supplier's request provide details of the location of the Hire Goods;
7.1.5 permit the Supplier at all reasonable times and upon reasonable notice to inspect the Hire Goods including procuring access to any property where the Hire Goods are situated;
7.1.6 not do or omit to do anything which the Customer has been notified will or may be deemed to invalidate any policy of insurance related to the Hire Goods;
7.1.7 not continue to use Hire Goods where they have been damaged and will notify the Supplier immediately if the Hire Goods are involved in an accident resulting in damage to the Hire Goods, other property and/or injury to any person; and
7.1.8 where the Hire Goods require fuel, oil and/or electricity ensure that the proper type and/or voltage is used and that, where appropriate, the Hire Goods are properly installed by a qualified and competent person.
7.1.9 ensure that any employees, agents or contractors that operate the Hire Goods are, if applicable, adequately and sufficiently qualified and trained to operate the Hire Goods in accordance with all current and applicable legislation.
7.2 The Hire Goods must be returned by the Customer in good working order and condition (fair wear and tear excepted) and in a clean condition pursuant to clause 9.1.

8 BREAKDOWN

8.1 Allowance may be made in relation to the Rental to the Customer for any non-use of the Hire Goods due to breakdown caused by the development of an inherent fault and/or fair wear and tear, but not the action or omissions of the customer on condition that the Customer informs the Supplier as soon as practicable of the breakdown and the Supplier is unable to repair or replace the Hire Goods within a reasonable time.
8.2 The Customer shall be responsible for all expenses, loss (including loss of Rental) and/or damage suffered by the Supplier arising from any breakdown of the Hire Goods due to the Customer's negligence, misdirection and/or misuse of the Hire Goods.
8.3 The Supplier will at its own cost carry out all routine maintenance and repairs to the Hire Goods during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Hire Goods. The Customer will be responsible for the cost of all repairs necessary outside the Hire Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or the negligence of the Supplier while carrying out routine maintenance and/or repairs.
8.4 The Customer must not repair or attempt to repair the Hire Goods unless authorised to do so in writing by the Supplier.

9 TERMINATION

9.1 Either party may terminate this Agreement forthwith by written notice to the other if the other is in material breach of this Agreement and, where the breach is remediable, has not remedied it within 7 days of notice from the other party specifying the breach and requiring its remedy.
9.2 Either party may terminate this Agreement forthwith by written notice to the other if the other is adjudged bankrupt or petitions for his own bankruptcy, or has a receiver, administrative receiver or administrator appointed over all or any of its assets or undertaking or, other than for the purposes of a solvent amalgamation or reconstruction, enters into liquidation, enters into any composition or arrangement with or for the benefit of its creditors or ceases to carry on business.
9.3 If the Customer terminates this Agreement at any time before the Date other than as permitted under clauses 10.1 or 10.2 the Company will have the right, without prejudice to any other remedy it may have, to require the Customer to pay the following sums, which the Customer acknowledges represent a genuine pre-estimate of the loss that would be suffered by the Company as a result of such termination (a) for termination 28 or more days prior to the first day of the build, 50% of the Total Charge (b) for termination between 7 and 28 days prior to the first day of the build, 75% of the Total Charge, and (c) for termination within 7 days of the first day of the build, 100% of the Total Charge.
9.4 On termination of this Agreement, however caused, the Company will have the right, without prejudice to any other remedy it may have, to enter the Site, or any other place where the Company reasonably believes any of the Equipment is located, for the purpose of repossessing it.

10 DEFAULT

10.1 If the Customer:-
10.1.1 fails to make any payment to the Supplier when due without just cause;
10.1.2 breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;
10.1.3 persistently breaches the terms of the Contract;
10.1.4 provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;
10.1.5 pledges, charges or creates any form of security over any Hire Goods or proposes to compound with its creditors, creates a trust deed for its creditors, applies for an interim moratorium in respect of claims and/or proceedings, any distress/diligence, execution or other legal process is levied on any property of the Customer, has a bankruptcy petition/petition for sequestration presented against it or the Customer takes or suffers any similar action in any jurisdiction;
10.1.6 being a company, ceases or threatens to cease to carry on business, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver or in the Republic of Ireland an examiner appointed over all or any of its assets, any attachment or order for sequestration is made against the Customer, any distress/diligence, execution or other legal process is levied on any property of the Customer or the Customer takes or suffers any similar action in any jurisdiction;
10.1.7 appears to the Supplier (acting reasonably) due to the Customer's credit rating to be financially incapable of meeting its obligations under the Contract; and
10.1.8 appears to the Supplier (acting reasonably) to be about to suffer any of the above events,
then the Supplier shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 10.2 below.
10.2 If any of the events set out in clause 10.1 above occurs in relation to the Customer then:-
10.2.1 except where the Customer is acting as a Consumer the Supplier may enter, without prior notice, any premises of the Customer (or premises of third parties with their consent) where Goods owned by the Supplier may be and repossess any Goods;
10.2.2 the Supplier may withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;
10.2.3 the Supplier may immediately cancel, terminate and/or suspend without Liability to the Customer the Contract and/or any other contract with the Customer, and/or
10.2.4 "all monies owed by the Customer to the Supplier shall immediately become due and payable.

10.3 Any repossession of the Goods shall not affect the Supplier's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any breach which occurred prior to repossession of the Goods.
10.4 Upon termination of the Contract the Customer shall immediately:-

10.4.1 make the Goods available for collection by the Supplier or its authorised representatives (the Customer granting or procuring for the Supplier or its authorised representative the right to enter the site without trespass); and
10.4.2 pay to the Supplier all arrears for Rentals, charges for any Services, and/or any other sums payable under the Contract including, but not limited to, the cost of returning the Goods.
11 LIMITATIONS OF LIABILITY
11.1 *All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.
11.2 *If the Supplier is found to be liable in respect of any loss or damage to the Customer's property the extent of the Supplier's Liability will be limited to the retail cost of replacement of the damaged property.
11.3 Any defective Goods must be returned to the Supplier for inspection if requested by the Supplier before the Supplier will have any Liability for defective Goods.
11.4 *The Supplier shall have no Liability to the Customer if, without just cause, any monies

due in respect of the Goods and/or the Services have not been paid in full by the due date for payment.

11.5 The Supplier shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Goods and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.
11.6 Before delivery the Customer must provide the Supplier with written confirmation that there are no underground services on the site where the marquee is to be erected, or with an accurate plan showing the location of any underground services. If the Customer does not own the site, then it is their responsibility to obtain this written confirmation from the site owner. If there is any doubt as to where services are then the Supplier will need to undertake a CAT scan, at the Customer's expense, in order to minimise the risk of injury from underground services. As CAT scans are not guaranteed to locate all services, the Supplier shall not be liable for any damage caused by any undetected Underground Services
11.7 The Customer shall give the Supplier a reasonable opportunity to remedy any matter for which the Supplier is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so the Supplier shall have no Liability to the Customer.
11.8 The Supplier shall have no Liability to the Customer to the extent that the Customer is covered by any policy of insurance arranged as a result of the Contract and the Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against the Supplier.
11.9 The Supplier shall have no Liability to the Customer for any of the following losses (whether direct or indirect):-
11.9.1 consequential losses (including loss of profits and/or damage to goodwill);
11.9.2 economic and/or other similar losses;
11.9.3 special damages and indirect losses; and/or
11.9.4 business interruption, loss of business, contracts and/or opportunity.
11.10 The Supplier's total Liability to the Customer under and/or arising in relation to any Contract shall not exceed the amount of the Rental. To the extent that any Liability of the Supplier to the Customer would be met by any insurance of the Supplier then the Liability of the Supplier shall be extended to the extent that such Liability is met by any insurance.
11.11 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:-
11.11.1 Liability for breach of contract;
11.11.2 Liability in tort/delict (including negligence); and
11.11.3 Liability for breach of statutory and/or common law duty, except clause 11.10 above which shall apply once only in respect of all the said types of Liability.
11.12 Nothing in this Contract shall exclude or limit the Liability of the Supplier for fraud, death or personal injury due to the Supplier's negligence, nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law.
12 GENERAL
12.1 Each hire of an item of Hire Goods shall form a distinct Contract which shall be separate to any other Contract relating to other Hire Goods.
12.2 The Customer shall be liable for the acts and/or omissions of its employees, agents, servants and/or subcontractors as though they were its own acts and/or omissions under this Contract.
12.3 When dealing as a Consumer, if the Customer has any questions or complaints it may contact the Supplier by telephoning its customer service team on 0800 595 9555 or e-mail it at sales@meridianmarquees.com.
12.4 *The Customer agrees to indemnify and keep indemnified the Supplier against any and all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by the Supplier and arising from or due to any breach of Contract, any tortious/delictual act and/or omission and/or any breach of statutory duty by the Customer.
12.5 *No waiver by the Supplier of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision. If any provision is held by any competent authority to be unenforceable in whole or in part the validity of the other provisions of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
12.6 The Supplier shall have no Liability to the Customer for any delay and/or non-performance of a Contract to the extent that such delay is due to any Force Majeure events. If the Supplier is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.
12.7 All third-party rights are excluded and no third parties shall have any rights to enforce the Contract by virtue of the Contracts (Rights of Third Parties) Act 1999. This shall not apply to any finance company with whom the Supplier has an outstanding finance agreement relating to the Hire Goods. Such finance company shall, subject to the Supplier's consent, have the right to enforce this Contract as if they were the Supplier.
12.8 This Contract is governed by and interpreted in accordance with the law of the country where the Supplier is located and that country will have exclusive jurisdiction in relation to this Contract.
14 MEDIATION
14.1 If any dispute arises out of this Agreement the parties will attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CDR) Model Mediation Procedure. To initiate a mediation either party must give notice in writing ("the ADR Notice") to the other requesting a mediation. The mediation will start not later than 30 days after the date of the ADR Notice. Either party which begins court proceedings must serve an ADR Notice on the other within 3 days, or as soon as an order for interim relief has been made, whichever is later.
15 RESOLVING RISK
When working with structures at any event there are a number of guidelines which are followed to reduce risk and improve overall safety:
Structures will be properly installed so whilst in service we ensure their structural integrity in windy/indemnment conditions. Our party frame structures are warranted to 620mph and the large profile frames are warranted to 70mph by the manufacturers when staked in accordance with their guidelines, all sides and doors closed and the ground conditions being sufficient to provide adequate holding for the stakes.
Work will be carried out in accordance with previously agreed plans and schedules - last minute changes will be carefully considered and all safety factors taken into account.
Structures for public events will have adequate exits in case of an emergency evacuation. Adequate anchoring will be carried out and regularly inspected for long term events.
The structure should not be tampered with and no changes should be made without prior consultation with Meridian Marquees.
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